

lease expired with no intimation from the lessors that it would be refused. The C.P. Ry. Co. proceeded to expropriate a further strip of the leased lands and an action was brought to determine the right of the appellants to compensation on the basis of the term being renewed.

Held, affirming the judgment of the Court of Appeal for Ontario, 18 Ont. L.R. 85, that the covenant for renewal could only be enforced for the whole of the lands and not for the part held by appellants.

Held, also, that though the lessors by consenting to the assignment to the C.P. Ry. Co. had recognized the existence of some right of renewal which was also assigned, it was not the right to renew for a part only. The appellants, therefore, were not entitled to the compensation claimed. Appeal dismissed with costs.

Shepley, K.C., and *Miller*, f.r appellants. *Armour*, K.C., and *MacMurchy*, K.C., for respondents.

Province of Ontario.

COURT OF APPEAL.

[Dec. 31, 1909.]

RE LAKE ONTARIO NAVIGATION CO.

DAVIS'S CASE.

HUTCHINSON'S CASE.

Company — *Winding-up* — *Contributory* — *Shares* — *Allotment* —
Right to repudiate — *Voting on shares* — *Director* — *Misfeasance*.

Appeals by Davis and Hutchinson from the order of TEETZEL, J., 18 O.L.R. 354.

The appeals were heard by MOSS, C.J.O., OSLER, GARROW, MACLAREN and MEREDITH, JJ.A.

F. J. Dunbar for Davis. *I. F. Hellmuth*, K.C., for Hutchinson. *M. C. Cameron*, for the liquidator. *J. H. Moss*, K.C., for shareholders.

MEREDITH, J.A.:—The appellant Davis applied, in writing, for 150 shares at the price of \$1,300. The whole testimony—to which credit has been given and which is not now questioned—