

C. of A.]

NOTES OF CASES.

[C. of A.]

From Q. B.]

[January 15.]

DENNISON v. LESLIE.

Railway Company—Proof of defendant being a shareholder.

In an action against defendant as a shareholder for unpaid stock, it appeared that the defendant signed the stock book which was headed with an agreement by the subscribers to become shareholders of the stock for the amount set opposite their respective names, and upon allotment by the company "of any of our said respective shares," they covenanted to pay the company ten per cent. of the calls of said shares and all future calls. The directors subsequently passed a resolution directing the secretary to issue allotment certificates for each shareholder for the shares held by him. The secretary accordingly prepared such certificates, which certified to the subscriber that the company in accordance with his application for—shares * * had allotted to him—shares amounting to —. The certificates were delivered to the company's broker to deliver to the shareholders. A ledger account was also opened with each subscriber in the books of the company. There was no evidence to show any formal notification to the defendant of the above resolution, or that a certificate of allotment had been issued; and he never paid the 10 per cent. He said that he had no recollection of being asked for the 10 per cent.; but he admitted that he had received notices asking for payment, and that he supposed the first notice he received was for the 10 per cent. The evidence showed that he did not consider that he was entitled to any notice, and that he based his belief that he was not a shareholder simply on the ground that he had not paid the 10 per cent.—never even in the witness-box setting up his want of knowledge of the acceptance by the company.

Held, affirming the judgment of the Queen's Bench, that the evidence was sufficient to show that knowledge of an acceptance of his offer by the company had reached the defendant, and that he was therefore liable as a shareholder.

McDonald for the appellant.

Kennedy for the respondent.

Appeal dismissed.

From C. C. Lanark.]

[January 15.]

RE CODE v. CRAIN.

Insolvent Act of 1875—Deed of composition to co-partners—Requisite number and proportion of value.

Code and Crain became insolvents as a firm and individually. As co-partners they were indebted to 25 creditors. Claims to a large amount were proved against Crain individually by 29 of his separate creditors. No separate creditor of Code proved against him individually. A deed of composition and discharge providing for a cash payment of two cents on the dollar, in full of claims against the insolvents, whether as partners or as individuals, was signed by a majority of the whole body of creditors, taking those who proved claims against the joint estate and against the separate estate as one class. These signing creditors also represented three-fourths of the claims proved against the joint and separate estates. The deed was also signed by a majority in number of the separate creditors of Crain, representing three-fourths of all claims proved against him individually. But the deed was not signed by a majority in number, or by representatives of three-fourths in value of the creditors who had proved against the firm.

Held, reversing the judgment of this County Court, that the deed of composition and discharge could not be confirmed, as the insolvents had not obtained, within the meaning of the Act, the assent of the proportion of their creditors in number and value required by law.

Crerar, for the appellants.

Boyd, Q.C., and *Cassels*, for the respondents.

Appeal allowed.

From C.C., Norfolk.]

[January 15.]

FURNESS v. MITCHELL.

Married woman—Tenant by the curtesy.

Held, (Patterson, J. A. dissenting) that under 35 Vic., c. 16, sec. 10, a husband was not deprived of an estate by the curtesy in any lands of his wife which she had not disposed of *inter vivos* or by will.

Bethune, Q.C., for the appellant.

Barbour and *H. J. Scott* for the respondent.

Appeal allowed.