

## Chancery Division.

Div'l Court.]

REGINA v. DAVIS.

[Dec. 1.

*Criminal law—Chancery Division of the High Court—Jurisdiction of, in criminal matters.*

On an appeal from an order for a *certiorari*, which the judge (FERGUSON, J.) making it refused to make returnable in the Chancery Division, it was

*Held, per* ROBERTSON, J., that the Chancery Division of the High Court of Justice had no jurisdiction in criminal matters.

*Held, per* MEREDITH, J., that it had.

*Held, per* BOYD, C., while adhering to his opinion as expressed in *Regina v. Birchall*, 19 O.R. 697, that it had; that when there is an equally divided opinion for and against jurisdiction entertained by the individual judges constituting the Division,\* it would be unseemly that by a mere accident such as the constitution of the court jurisdiction should be affirmed on one day and negatived on the next; and as there was jurisdiction in the other divisions of the High Court, he agreed with ROBERTSON, J., that the motion be not entertained.

*DuVernet* for the appeal.

*Langton, Q.C., contra.*

BOYD, C.]

[Nov. 12.

PURDOM ET AL. v. ONTARIO LOAN AND DEBENTURE CO. ET AL.

*Company—Non-interference by court if sanction to an act obtainable—"Two-thirds in value"—Face value, not amount paid—R.S.O., 157, s. 38.*

If the sanction to the doing of an act by a company, which sanction should have been obtained before the act was done, can be subsequently obtained, the rule of the court is not to interfere.

*McDougall v. Gardiner*, 1 Ch.D., at p. 25, cited and followed.

The "two-thirds in value" mentioned in s. 38 of R.S.O., c. 157, means the face value of the stock, and the measure of its value for voting is not determinable by reference to what has been paid upon it.

*Hayles, Q.C., and T. E. Parke* for the plaintiffs.

*H. W. Roswell* for the Ontario Loan and Debenture Co.

*M. D. Fraser and I. P. Moore* for the Masonic Temple Co. of London.

ARNOLD ET AL. v. PLAYTER ET AL.

[Nov. 24.

*Sale of chattels—Property remaining in vendors—Resumption of possession and resale after judgment on contract notes—Recovery of unpaid balance.*

The defendants purchased certain machinery from an engine company under a contract in writing, which provided for a cash payment and the giving

\* FERGUSON, J., had held in *Regina v. Birchall*, *supra*, that it had no jurisdiction.—*REV.*