

LENNOX, J.

NOVEMBER 16TH, 1914.

DARRAH v. WRIGHT.

Company—Wages of Servant—Unsatisfied Judgment for—Ontario Companies Act, R.S.O. 1914 ch. 178, sec. 98—Liability of Directors—Computation of Wages—Allowance for Board—Interest—Costs—Evidence—Application to Re-open Case after Trial—Refusal—Suggested Defence.

Action by John Darrah against T. J. Wright and John McLaren to recover \$1,258.99 for wages, interest, and costs of an unsatisfied judgment recovered by the plaintiff against the Salvator Silver Mine Limited, an incorporated company, of which the defendants were alleged to be directors.

The action was tried by LENNOX, J., without a jury.

George Ross, for the plaintiff.

A. H. Armstrong, for the defendant McLaren.

The defendant Wright did not appear.

LENNOX, J. :—As the defendant Wright did not appear and was not represented at the trial, and counsel for McLaren only appeared after the action was disposed of, and I refused to re-open the case, for reasons hereinafter stated, it is necessary to set out the facts and findings with some particularity.

The plaintiff was a labourer and servant in the employment of the Salvator Silver Mine Limited, within the meaning of the Companies Act, R.S.O. 1914 ch. 178, sec. 98, from the 8th February until the 12th December, 1913, earning wages at the rate of \$125 a month, and board worth \$25 a month; and the Salvator Silver Mine Limited paid for the plaintiff's board at this rate until the end of August. After this date, the plaintiff paid for his board—I presume because his employers failed to provide or pay for it, but this is an inference only, as I cannot recall that the reason was stated in evidence, although it was clearly sworn to that the board cost the employers \$25 during the time they paid it, and cost the plaintiff at the same rate during the period of his employment subsequent to the end of August. The statute making the defendants liable for wages during the time they are directors is to be construed strictly. With some hesitation, I have come to the conclusion that the remuneration of the plaintiff may be treated as equivalent to a contract origin-