

services gratuitously, and has already received the precise wages stipulated for, even before the giving of the farm was ever mentioned. The amount paid was, according to the evidence, a fair wage for a woman occupying the position of housekeeper upon a farm, and I fail to find that any services were rendered going beyond the scope of the original employment; so that, if the plaintiff is entitled to recover upon a quantum meruit, there is nothing coming to her beyond what she has already received.

With reference to the claim for the horse and buggy and cow, the case appears to me to be governed by the decision in *Cochrane v. Moore* (1890), 25 Q.B.D. 57. The gift fails because there was not a change of possession.

Then, with reference to the \$200 note: I think the plaintiff fails as to this also. The plaintiff admits that at one time it was with Fletcher's papers. Her whole account as to it is full of contradiction and discrepancies. The daughter-in-law and her husband gave clear evidence of payment. Such discrepancies as exist between the stories of these two witnesses shew conclusively that there was no collusion between them.

I think the action throughout fails; but the case is not one in which costs should be awarded.

[Suggested that some allowance should be voluntarily made to the plaintiff by those interested in the estate of John Fletcher.]

MIDDLETON, J.

JUNE 16TH, 1914.

COOK v. DEEKS.

Company—Contracting Company—Contract Taken by Majority of Directors as Individuals—Duties and Liabilities of Directors—Trust—Rights of Minority Shareholders—Evidence—Conflict—Finding of Trial Judge.

This action was brought by A. B. Cook, one of the shareholders of the Toronto Construction Company Limited, on behalf of himself and all other shareholders other than the individual defendants, against George S. Deeks, Thomas Hinds, George M. Deeks, the Dominion Construction Company Limited, and the Toronto Construction Company Limited, for a judgment declaring that the individual defendants and the Dominion Construction Company Limited were trustees for the Toronto Construction Company of a certain contract entered into be-