

a general meeting duly called for that purpose and holding not less than two-thirds of the issued capital stock represented at such meeting."

There is no authority upon the question raised; but the reasoning of the Court in *Mackenzie v. Maple Mountain Mining Co.* (1910), 20 O.L.R. 615, determines the case against the plaintiff.

The intention of the Legislature was, that no company should purchase the shares of any other company until the shareholders had expressly authorised it. Once the authority is conferred, the purchasing of any particular shares is part of the corporate business resting rightly with the directors and not with the shareholders.

The word "expressly" in sec. 94 is intended to indicate that if the power is to be validly conferred upon the directors it must be done in plain and unmistakable language—not given by implication.

The implied charter-power (sec. 23) is to purchase shares in any other company having objects similar to those of the company or carrying on a business capable of being conducted so as to benefit the company. The wide wording of the by-law must in practice be regarded as controlled and limited by the narrower provisions to be read into the charter.

The action failed and should be dismissed—with costs if demanded.

MULOCK, C.J. Ex.

JANUARY 15TH, 1921.

McCREEDIE v. WEIR.

Landlord and Tenant—Sublease of Mill—Covenant of Sublessors to Repair, Alter, and Equip Mill in Accordance with Requirements of Sublessee—Construction of Covenant—Requirements Specified in Proper Time—Failure of Sublessors to Fulfil—Provision for Arbitration—Failure to Resort to—Jurisdiction of Court not Ousted—Quantum of Damages—Assessment of—Costs.

Action for damages for breach of covenant contained in a certain lease, dated in March, 1916, whereby the defendants demised to the plaintiff a grist-milling property for 2 years from the 1st May, 1916, at a rent of \$500 a year, with the option to the plaintiff of a renewal for an additional year, the defendants paying all of the taxes for the first year and one-half thereof for the remainder of the term.

The covenant was to repair and alter the buildings upon the demised premises and to equip them so as to make them fit for the purpose of carrying on the plaintiff's business, which was that of threshing and scutching flax and cleaning flax-seed.