

meeting; you have no pretence for saying you knew nothing of it; you were present; you raised no question as to the regularity of the meeting, . . . and now you come . . . to ask the Court summarily to relieve you by striking you off the register." And he intimated that such an application must be negatived. He further intimated that where parties had notice in effect and substance of the calling of a meeting, non-compliance with the provisions in the deed of arrangements as to advertising meetings, would not invalidate the meeting nor make its proceedings irregular.

And in the United States Courts a similar rule prevails. Thus in *Kinton v. McAlpine*, 5 Fed. Rep. 737, it was held that if parties complaining of want of proper notice attend and take part in the deliberations and actions of a meeting they are estopped from denying its legality. for want of such notice. See also *Jones v. Milton*, 7 Ind. 547, and *Schenectady v. Thatcher*, 11 N. Y. 102.

The rule also applies to corporation and other elections. In *Rex v. Slythe*, 6 B. & C. 240, Lord Tenterden, C.J., said: "It has been generally considered a rule of corporation law, that a person is not to be permitted to impeach a title conferred by an election in which he has concurred." And *Macaulay, C.J.*, in *Regina v. Parker*, 2 C. P. 15, expressed the same opinion, adding that such a rule was applicable where all the facts were known to, or susceptible of being readily ascertained by, the parties, and no new information had been acquired by them that might not have been readily had before as well as after the election. See also *Rex v. Chetwynd*, 7 B. & C. 695.

The purpose of the notice referred to is to give those who are interested in the subject matter an opportunity of having a voice in what is to be done at the meeting, of making themselves members of it, and of taking part in its deliberations and actions.

A further objection made by these parties is that the two orders were not mailed to the creditors within the time directed by the order of the 14th March. The answer in part to this is, that one of the parties who obtained the order for the meeting did not furnish the liquidator with a copy of Mr. Justice Ferguson's order (as he was the party who had obtained that order) until the 26th March—two days after the time limited for mailing the notice to creditors. So, apart from the question of waiver of this objection by all of these parties attending the meeting, it does not lie in the