

---

REPORTS AND NOTES OF CASES.

---

---

Dominion of Canada.

---

---

EXCHEQUER COURT—ADMIRALTY (N.S.).

---

Drysdale, J., Dep. Loc. Judge.]

[May 28.]

---

HEATER v. ANDERSON AND SHIP "ABEONA."*Jurisdiction—Contract made without reference or application to court—Security for return of ship.*

Where the majority owners of a ship, desiring to make use of the ship, without application to the court, execute a bond under seal to the minority owners, conditioned for the safe return of the ship to a port mentioned, or, in default, payment of a fixed money penalty, such contract is not one which the court has jurisdiction to enforce, differing in this respect from a bond executed under the same circumstances in the court, which is not a contract between the parties but is a security given to the court. *The Bagnall*, 12 Jur. 1008, followed.

Rogers, K.C., and Stairs, for plaintiff. Chesley, K.C., and Ritchie, K.C., for defendants.

---

Province of Ontario.

---

---

COURT OF APPEAL.

---

Moss, C.J.O.] RE GOOD, ETC., COMPANY, LIMITED. [May 19.]

*Appeal—Application for leave to—Question of importance—Validity of by-law preventing shareholders from transferring fully paid up shares without consent of directors.*

Application for leave to appeal to the Court of Appeal from an order of the Divisional Court requiring the company to transfer in its books five fully paid-up shares of stock as signed by one Isaac Good a shareholder to the applicant J. S. Good. The amount in controversy was less than the statutory sum of \$1,000,