
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,