

procured a memorandum to be signed by five of the seven signatories to the memorandum of association, authorizing him to use the name of the company in an action to prevent the resolutions being carried into effect, and on the same day the writ issued in the name of the company and Seal as co-plaintiffs against Tellier and Whitley. On the same day before the writ was served Seal received notice of a board meeting to be held on the 24th of February, not stating the business, and a letter from Whitley stating that the business transacted on the 14th February would be brought up again. The meeting was held; Seal did not attend; Tellier and Whitley were present and allotted to themselves the necessary qualification shares as directors, and the resolutions of the 14th February were confirmed, and O'Brien and Taylor were appointed directors. The plaintiff then amended the writ by adding O'Brien and Taylor as defendants, and asking a declaration that the resolutions of the 24th February were invalid, and for an injunction to restrain the defendants from acting on them, and to prevent O'Brien and Taylor acting as directors. The plaintiff moved for an interim injunction, and the company, pursuant to a resolution passed on the 24th February, also moved by the same solicitors who had been appointed at that meeting, to have the name of the company struck out, as having been used without authority. North, J., before whom the motions originally came, granted the injunction, being of opinion that the meeting of directors on the 24th February was void, because of the omission to state the business to be transacted in the notice calling it, and though he was of opinion that the name of the company was used by the plaintiff Seal without authority, yet he refused the motion to strike out the company's name as a plaintiff, because he was of opinion that the resolution authorizing the motion to be made was invalid. On appeal, however, the Court of Appeal (Lindley, Kay and Smith, L.JJ.) differed with North, J., altogether on the crucial point of the case, and held that although a notice calling a meeting of shareholders must specify the business, yet that rule did not apply to meetings of directors, and though it might be convenient that it should