

C. P.]

NOTES OF CASES.

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they covenanted to pay the company ten per cent. of the amount of said shares and all future calls. The company subsequently passed a resolution instructing the secretary to issue allotment certificates to each shareholder for the shares held by him. The secretary accordingly prepared such certificates, the one for the defendant representing that the company "in accordance with your application for forty shares," &c., "have allotted to you shares amounting to \$4,000." The certificates were handed to the company's brokers to deliver to the shareholders. It appeared that the company published a notice in a daily paper, that these certificates were lying at their brokers, who were authorized to receive the ten per cent. : that the defendant went to the brokers and paid them ten per cent. upon the forty shares; and his name was thereupon entered in the books of the company as the owner of forty shares with a credit of ten per cent. as paid thereon; and that he attended the first meeting of shareholders for the election of directors and moved a resolution for the payment of the provisional directors for their services.

Held, That the defendant was a shareholder.

The defendant also set up a verbal agreement made before subscription with one of the provisional directors of the company that he was not to be a shareholder unless he were awarded a contract by the company.

Held, that no effect could be given to this.

Richards, Q.C., and *T. S. Kennedy* for the plaintiff.

Ferguson, Q.C., for the defendant.

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NASMITH V. GINTY.

This was a similar action to the above in which there was the same judgment.

Richards, Q.C., and *Proctor* for plaintiff.

Ferguson, Q.C. for the defendant.

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NASMITH V. MANNING.

This case differed from the above cases, in this that the defendant never paid the ten per cent., and never called for or received the certificate of allotment of fifty shares for which he subscribed, and he stated that he never had any notice of the allotment having been made to him.

The Court granted a new trial so as to have it expressly found on a fact whether the

defendant had received any sufficient notice of the company having accepted him as a shareholder according to his subscription.

Richards, Q.C., and *Proctor* for the plaintiff.
Ferguson, Q.C., for the defendant.

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WILKINSON V. LAWSON.

Wages—Action for.

In 1863, the plaintiff, whose husband had left her, was hired by the defendant as his housekeeper at \$10 a month. He gave her \$30 a month for the household expenses, &c., but never paid her anything as wages. In 1875, the plaintiff, who for some time previous had cohabited with defendant, went through the form of marriage with him, and lived with him until 1877, having the full benefit of his earnings and position as his wife, when they quarrelled and separated. It appeared that the husband was alive, of which the defendant was ignorant, and of which the wife stated she also was; but it appeared that she might have ascertained the truth if she had so desired. The plaintiff having sued defendant for wages during the six years previous to the commencement of the action,

Held, that she could not recover.

Davidson Black, for the plaintiff.

J. A. Miller (St. Catharines), for the defendant.

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CAMPBELL V. SPURGEON.

Action on covenant to pay mortgage money—Equitable defence—Deeds, construction of.

In an action by the plaintiff as assignee of the covenant contained in a certain mortgage to pay the mortgage money, the defendant pleaded on equitable grounds certain facts to show that the plaintiff was not entitled to maintain the action. The question turned upon the proper construction to be placed upon certain deeds proved and admitted at the trial on which plaintiff's right was based.

Held, that the equitable defence was proved, and a verdict was entered for the defendant.

T. S. Kennedy, for the plaintiff.

J. E. Rose, for the defendant.