

again there was not a full attendance of shareholders, and no evidence was given as to the notice calling this meeting. Unless the notice set forth the fact that it was proposed to confirm the resolution passed at the meeting of the 17th December, the purported confirmation could not validate the earlier resolution: Lindley on Companies, 6th ed., pp. 425, 426.

In so far as the plaintiff's claim was based upon the resolution of the 17th December, 1918, it could not stand.

But the resolution corroborated the plaintiff's evidence that he rendered 6 months' services to the company in the capacity of manager and as to what would be a fair remuneration for those services. The shareholders actually present at the December meeting represented a large proportion of the capital stock—probably more than 90 per cent.

The plaintiff asserted a right to recover independently of any resolution. The evidence shewed that in June, 1918, the plaintiff definitely undertook, by arrangement with K. and B.—K. and the plaintiff together holding two-thirds of the stock—to manage the company's affairs at its Toronto office, and that the plaintiff expected to be remunerated for these services. These facts were recognised by almost all the shareholders.

No by-law is necessary for the employment of a director in some other capacity or for his remuneration for such additional services: Canada Bonded Attorney and Legal Directory Limited v. Leonard-Parminster Limited (1918), 42 O.L.R. 141, 154. When his employment began, the plaintiff was not in fact a director, and did not become one until 3 months later.

In these circumstances, the plaintiff was entitled to be paid for his services as upon a quantum meruit; and, as the value thereof had been practically determined by the shareholders themselves at \$1,200, there should be judgment for the plaintiff for that amount, with costs.

KELLY, J.

SEPTEMBER 17TH, 1920.

*CARR-HARRIS v. CANADIAN GENERAL ELECTRIC CO.

Contract—Commission Payable to Person for Use of Influence to Obtain Orders for Munitions from British Government—Illegal Contract—Evidence of Transactions Leading up to Contract—Public Policy—Money Paid on Account of Commission—Dismissal of Action for Balance—Public Policy—Costs.

An action to recover the balance alleged to be due to the plaintiff for commission on orders for munitions obtained by the defendants