

company, or otherwise under para. 12 of the agreement, and to restrain the trust company from delivering to the defendant Jacobs the resignations of the five directors, and for a declaration that the agreement was invalid.

The hearing was upon the motion for judgment in the Weekly Court, Toronto.

A. W. Anglin, K.C., and R. C. H. Cassels, for the plaintiffs.

I. F. Hellmuth, K.C., and Joseph Montgomery, for the defendant Jacobs.

M. L. Gordon, for the defendant the National Trust Company.

Hamilton Cassels, K.C., for the other defendants.

KELLY, J., in a written judgment, said that at the annual general meeting of the Black Lake company, held on the 3rd March, 1920, there was submitted an agreement (or form of agreement between the five persons who were then the directors of that company, of the first part; the defendant Jacobs, of the second part; the trust company, of the third part; and the Black Lake company, of the fourth part; by which it was witnessed that the parties agreed that Jacobs purchase from such shareholders and bondholders of the Black Lake company—other than the directors—as might agree to sell in the manner and on the terms set forth, shares of stock and bonds in the company up to a specified amount, and that each of the directors should place his resignation on deposit with the trust company to be delivered over to the defendant Jacobs and to become effective upon payment by him to the trust company of the amount of the purchase-money of such shares and bonds within 5 days after the 29th March, 1920. Jacobs was also to agree to purchase all shares and bonds deposited for sale, in the manner specified, with the trust company, on or before the 30th April, 1920, by holders thereof residing in Great Britain and Ireland. It was also provided that, on payment by Jacobs of the amount required to be paid by him, within 5 days from the 29th March, the defendant Massie, in addition to resigning as director, should resign from all offices held by him in the Black Lake company, that company undertaking to pay him \$10,000 in full payment and satisfaction of all claims and demands under his contract with the company as manager and sales-agent; and to pay the trust company its fees and disbursements in connection with the duties it should perform under the agreement, and to pay also all reasonable and proper costs and expenses of the directors and Jacobs.

The agreement was adopted by a resolution unanimously passed at the meeting.

The only information as to the business to be transacted given to the shareholders by the notice calling this annual meeting was