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Le défendeur, un des membres du conseil d'administration de la Metro Picture Limited, a souscrit 50 actions privilégiées de \$100 chacune, dans le capital de cette compagnie, avec un bonus de 25 parts ordinaires, consentant à ce que la compagnie ait le droit de les transporter en garantie d'emprunt. C'est ce que la compagnie fit en empruntant \$7000, de la demanderesse. Cette dernière poursuit le défendeur pour \$3000, solde dû sur ces actions.

Le défendeur plaide, en substance, que le transport des certificats d'actions est nul, vu que l'emprunt n'avait pas été autorisé à une assemblée régulière de la compagnie, aucun avis de cette assemblée ne lui ayant été donné, comme directeur de la compagnie.

La Cour supérieure a maintenu l'action par les motifs suivants :

“ Considering that it appears from the evidence that the stock in question was allotted to the defendant on the 6th of September, 1916; that the defendant's subscription therefore was subsequently transferred to the plaintiff for money loaned to the Metro Pictures Limited, and that on the 9th of July 1917 over \$3000 were due for such money loaned to the Metro Pictures Limited, which sum still remains due;

“ Considering that the meeting of which the defendant alleges he did not receive legal notice was held on the 12th of April 1917, and of this he complains for the first time by his plea dated the 4th of September 1917;

“ Considering that the defendant was one of the directors of the said Metro Pictures Limited, which received the money advanced by the plaintiff to the Metro Pictures Limited, now in liquidation;

“ Considering that by this subscription, the defendant