

“Provincial” holders of fractions of shares or of fully paid-up shares for uneven amounts; but, by the terms of the agreement, these shareholders became holders of shares for \$100 on which the named amount was paid.

Under the Loan Corporations Act then in force, R.S.O. 1897 ch. 205, sec. 15, sub-sec. 3, “no shareholder shall be liable for or chargeable, in respect of permanent shares, with the payment of any debt or demand due by the corporation, save only to the extent of the amount unpaid on the shares in the capital stock of the corporation.”

The case is covered by the reasoning of the House of Lords in *Ooregum Gold Mining Co. of India v. Roper*, [1892] A.C. 125. See also *Welton v. Saffery*, [1897] A.C. 299.

What was done in this case was to issue \$100 shares upon which a certain sum was paid-up. These shares were accepted; and, even if the unpaid balance could not have been called in by the company, by reason of the wording of the agreement, which gave the privilege of payment to the shareholder, the shareholder would remain liable to the creditor by virtue of the statute until the full amount was paid. The possibility of a company precluding itself by agreement from making a call while the shareholder would remain liable to the creditors, is suggested by Lord Herschell in the *Ooregum* case; but here the insolvency was so great that the creditors could hope for a dividend only.

The appeal should be allowed and the order of the Master making the respondents liable as contributories should be restored.

RIDDELL and LATCHFORD, JJ., agreed in the result, for reasons stated by each of them in writing.

MEREDITH, C.J.C.P., read a dissenting judgment.

Appeal allowed (MEREDITH, C.J.C.P., dissenting.)

HIGH COURT DIVISION.

ROSE, J.

FEBRUARY 3RD, 1920.

*RE BEAVER WOOD FIBRE CO. LIMITED AND
AMERICAN FOREST PRODUCTS CORPORATION.

Arbitration and Award—Scope of Submission—“Any Dispute Arising under this Contract”—Award of Damages for Breach of Contract—Evidence before Arbitrators—Enlargement of Submission—Jurisdiction of Arbitrators—Right of Party to Arbitration to Object—Motion to Set aside Award.