

- A. J. Russell Snow, K.C., for the plaintiff.
- S. W. Burns, for the defendant Stormont.
- T. N. Phelan, for the defendant Querrie.
- W. N. Ferguson, K.C., for the defendant English.
- W. A. Proudfoot, for the defendants Fitzgerald and Edworthy.
- The defendant Hunter, in person.
- A. A. Bond, for certain other defendants.

BOYD, C., referred to and summarised the following cases: Earl of Mountcashell v. Barber (1853), 14 C.B. 53, 69; Shaw v. Tassie (1896), 17 P.R. 315 n.; Aikins v. Dominion Live Stock Association of Canada (1896), 17 P.R. 303; Jones v. Hope (1880), 3 Times L.R. 247 n.; Overton v. Hewett (1886), 3 Times L.R. 246; and referred with approval to the language of Meredith, C.J.C.P., in the Aikins case, 17 P.R. at p. 305: "Where credit is given to an abstract entity such as a club, the person who gives the credit to it may look to those who in fact assumed to act for it and those who authorised or sanctioned that being done—at all events where he did not know of the want of authority of the agent to bind the club."

The Chancellor proceeded:—Nothing is proved one way or other as to the present plaintiff; the inference from the absence of evidence would be that he rightly supposed that the athletic association was competent to contract, which turns out not to be the fact, as it is a mere voluntary association of persons who acted in the matter of getting the lease by an executive committee, who negotiated the matter and entered into the engagement for procuring the lease of their club premises, by means of their chairman, who signed the lease under seal. No one, therefore, was bound under the terms of the written contract; but the consequence in law is not that all go free, but that those are bound who are responsible for the procuring of the lease, and the enjoyment of its benefits. The defendant Stormont (the chairman) executed the lease by the direction and at the instance of the executive committee (who are the defendants), and in this execution acted for the whole body of the members who appointed the executive committee for the very purpose of getting these premises under the lease thereof. The whole body of members initiating and approving of this lease might have been made liable (as it now appears to me); but this does not relieve from liability the members of the executive committee who have been sued. Judgment against them and payment by them would put them in the way of getting proper contribution from those