

num dividends to remain to the credit of it, and when, by reason of that and by reason of any further profits beyond the six per cent. fifty dollars would be added to the credit of each share, then each share would be \$100, and would be what the company called "matured prepaid stock," on which six per cent. per annum would be paid. Neither the old company nor the defendants have ever made any call for payment of the second fifty dollars on each share or any part of it. There is nothing to shew that the defendants intend to treat that stock as liable for any unpaid balance against the holders. If there are profits out of which the defendants appropriate as dividends over and above the six per cent. per annum, on the stock—they are not obliged to pay excess in cash to the holders of the stock in question—but may put that excess to the credit of those shares until the shares amount to \$100 each as mentioned.

Neither the six per cent. dividends, if left to the credit of the shares nor the profits, if any, put to the credit of these—carry any interest to the holders of these shares until \$50 are added to each share. It so happens that according to the admission the sum of \$36.43 over and above \$500 prepaid, was placed to the credit of these shares.

So far, I am dealing with the matter as it stood with the old company—but I may mention here that this amount of \$36.43 was by these defendants transferred to the reserve fund. Up to the present time that can make no difference to the plaintiff, as she cannot get interest on the \$36.43—no interest or dividend being payable on any amount in excess of \$50 until that excess reaches the sum of \$50 on each share.

At the trial a good deal of time was taken by counsel for plaintiff, in his argument to shew that a company incorporated under the Act respecting Building Societies, could contract with a person about to become a member or shareholder as to shares, payments for them, and liabilities in regard to them. Such power for the purpose of this action was admitted. It was expressly admitted that the plaintiff subscribed for the shares in question here, upon the faith of the circular and booklet—Ex. 3.

The plaintiff did understand all about the \$50 prepayment and that she was to get semi-annual dividends upon that, at the rate of six per cent. per annum, but she did not understand as the company understood what was meant