

1875.

LINDSAY PETROLEUM CO. V. PARDEE.

Corporation—Lands reverting to grantors.

Where a corporation, constituted under the statutes, ch. 63, C. S. C., and 29 Vic. ch. 21, had purchased lands, and, without having disposed thereof, allowed the period named in the declaration of the shareholders, for the continuance of the company, to expire, it was held that the corporators ceased to have any interest in the lands, and could not maintain any suit in respect thereof; and that the lands had reverted to the grantors.

This was a suit brought by the *Lindsay Petroleum Company* against *Timothy Blair Pardee*, *Frederick A. Read*, (since deceased) and *Abraham Farewell*, setting forth the several proceedings in the case of the same plaintiffs against the defendant *Farewell* and others, in which an order was finally made by Her Majesty in council for the repayment by the defendants in that suit to the plaintiffs of the sum of \$13,750 and interest.

Statement. That by virtue of a writ against lands, issued on a judgment recovered in an action at law brought by one *Burley Smith* against the plaintiffs, the lands in question had been sold at sheriff's sale and bought by defendant *Pardee*, but that such purchase was in reality for the benefit of, and as trustee for, the defendant *Farewell* who had obtained an assignment of the judgment from *Smith*.

The order of the Privy Council was made subject to the right of the defendants in that suit to have a reconveyance of the lands conveyed to the company, and the present suit was brought to obtain a reconveyance of the lands, so that the company might be in a position to reconvey the same; or that it might be declared that *Farewell* was already in possession thereof, and that he might be ordered to pay the sum above mentioned.

The material allegations of the bill were either admitted by the defendants, or proved in evidence. The