

ment of the Court of Appeal maintaining a verdict for the plaintiff.

*Held*, that the defendant company was liable under the Employers' Liability Act.

*Held* also, NESBITT, J., dissenting, that the company was negligent for not exercising due care in order to have the elevator in a safe and proper condition for the necessary protection of its employees and was, therefore, liable at common law.

*Held*, per NESBITT, J., that as the company had employed a competent person to attend to the working of the elevator it was not liable at common law for his negligence.

Appeal dismissed with costs.

*Shepley*, K.C., for appellants. *Riddell*, K.C., and *Guthrie*, K.C., for respondent.

## Province of Ontario.

### COURT OF APPEAL.

Osler, J.A.]

[July 23, 1904.]

PANTON v. CRAMP STEEL COMPANY.

*Company—Transfer of shares—Right to have same recorded—Resolution closing books invalidity of mandamus.*

A transferee of fully paid up shares in a company incorporated under the Ontario Companies Act, R.S.O. 1897, c. 191, is entitled, on the presentation to the company of a transfer of shares to have same recorded in the books of the company, the company having no discretion whatever in the matter.

Where, therefore, under a resolution of the directors, the books were closed for a brief period for the alleged purpose of avoiding confusion or inconvenience in ascertaining the shareholders entitled to vote at the meeting, and during such period the company refused to record a transfer of shares, a mandamus was granted compelling such transfer to be recorded.

*Arnoldi*, K.C., for applicant. *W. H. Blake*, K.C., for National Trust Company.

Full Court.]

HOEFFLER v. IRVIN.

[Sept. 19, 1904.]

*Contract for sale of interest in timber limit—Not in writing—Part performance—Partnership property—Statute of Frauds—Amendment.*

Plaintiff, who was a partner in a contract for driving logs, brought an action against the defendant who was a partner in a timber limit license alleging that by a verbal agreement the de-