NOTES OF CANADIAN CASES.

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QUEEN'S BENCH DIVISION.

IN BANCO.

ROSS v. MACHAR.

Joint stock company—Shareholder.

Shares had been assigned in the books of the company by the managing director, in his own name, as to 20 shares, and by him, as attorney for another, as to 30 shares, to the defendant, who did not sign the usual formal acceptance for any of them; but a certificate under the corporate seal of the company and the signature of the President, Vice-President and Secretary of the Company was sent to him certifying him to be the registered owner of the 20 shares, and defendant had, in a bill filed against a third party for fraudulently inducing him to purchase the shares for which he had paid $500, admitted that he had purchased these 50 shares.

Held, that the defendant was a shareholder as to the 50 shares.

Semble, that if any further formal act were required to be done on the part of defendant to constitute him a shareholder, he could be directed to perform it.

Under the circumstances shown in the evidence stated below,

Held (O'CONNOR, J., dissenting), that secondary evidence of the contents of the minute book of the company's directors showing the making of certain calls, was improperly rejected.

By 41 Vict. ch. 58 (D), the three plaintiffs were appointed "joint assignees" of the Canada Agricultural Insurance Company for the purpose of winding up under 41 Vict. ch. 21 (D). Two of the plaintiffs, the third being unable to attend through illness, met on the 2nd January, 1879, and made the fourth and fifth calls of ten per cent. on the stock of the company.

Held, that the assignees must all join in making calls, and that the fourth and fifth calls were, therefore, invalid.

Held, also, that a meeting of the three joint assignees on 27th of January, after notice of the fourth and fifth calls had been mailed on the 13th January of purporting to confirm the action of the two assignees of 2nd January, had not that effect.

ROBERTS v. SHERMAN.

Assignment—R. S. O. c. 119, s.-s. 1, 2.

Assignment for creditors not being within Chattel Mortgage Act do not require registration.

MACKAY v. SHERMAN.

Caldwell v. *McLaren*, L. R. 9 App. Cas. 352, followed, and *held*, plaintiff could not recover tolls for slides and improvements in the bed of the stream; but could for any improvements outside the channel and on plaintiff's land.

MARIN v. GRAVER.

Landlord and tenant—Possession—Damages.

In action of tenant against landlord for not giving possession,

Held (WILSON, C. J., dissenting), the proper measure of damages is the difference between what tenant was to pay and what possession was really worth.

IN RE WOODHOUSE v. THE CORPORATION OF THE TOWN OF LINDSAY.

Drainage by-law—Use of sewer without leave—Validity of by-law.

A municipal corporation passed a by-law for the construction of a sewer, without limiting the purposes for which it was to be used, and subsequently passed another by-law regulating how it might be tapped for drainage purposes, and enacting that no one should drain into it without permission from the municipal council first obtained, and specifying a certain rate of payment for the use of it when so permitted. The applicant got no leave from the council or any committee thereof to use the sewer, but several members of the council gave him permission to connect some water closets with it on condition of his paying, whenever called upon, whatever was reasonable for the privilege.