

ORDE, J.

SEPTEMBER 16TH, 1920.

## \*MARKS v. ROCSAND CO. LIMITED.

*Company—Director—Payment for Services as Manager—Authority for—Resolution of Shareholders at Special General Meeting—Notice Calling Meeting—Failure to Mention Special Matters to Come before Meeting—Meeting Irregularly Called—Ontario Companies Act, sec. 46—All Shareholders not Present—Proxy from Absentee not Produced—Extent of Authority not Shewn—Invalidity of Resolution—Confirmation of Minutes at Subsequent Meeting—Effect of—Right of Plaintiff to Recover for Services as upon Quantum Meruit—Evidence—Corroboration—By-law Unnecessary.*

Action to recover \$1,200 for the plaintiff's salary as manager of the defendant company from the 15th June to the 15th December, 1918.

The action was tried without a jury at a Toronto sittings.

G. W. Mason, for the plaintiff.

J. R. L. Starr, K.C., for the defendant company.

ORDE, J., in a written judgment, said that in 1917 and the early part of 1918 the defendant company's affairs were financially involved. At a meeting of shareholders held on the 28th May, 1918, the plaintiff, who then held 100 shares, submitted a proposition to purchase 51 per cent. of the stock and to advance certain moneys to the company. This proposition resulted in the plaintiff and K., one of the original incorporators and already a holder of 280 shares, together advancing certain moneys and acquiring certain additional shares, so that by the 12th June, 1918, the plaintiff held 260 shares and K. 387, making 647 in all out of the 1,000 issued shares, thereby giving the plaintiff and K. control. The plaintiff said that an arrangement was made with K. whereby the plaintiff was to become general manager of the company, and he and K., as well as B., the secretary-treasurer, were to be remunerated for their services. The plaintiff said that he was appointed manager of the company in June, 1918, by K. and B. It was admitted that there was, at that time, no meeting of the directors, formal or otherwise, at which the plaintiff was authorised to act as manager; but from the middle of June, 1918, the plaintiff looked after the business of the company at its Toronto office, B. being at Erin, where the plant was. It appeared to have been taken for granted by the plaintiff and K. that, having control, they could practically undertake the complete management of the company.