

provided for the registration of shares.

*Held*, that the words "at the next general meeting" were merely indicative of the earliest period at which the bondholders might vote, and that the statute did not require a new registration in order to entitle the bondholders to vote at any subsequent meeting, so long as the interest remained unpaid.

*Held*, also, that the bondholders' right to vote was not limited to the right of voting for directors, but that they had the right to vote on all subjects properly coming before a general annual meeting upon which shareholders might vote.

And where a subsequent statute extended the bondholders' right of voting to "special meetings."

*Held*, also, that the bondholders had the like right to vote on all subjects coming before "special meetings."

When a further statute authorized the railway company to enter into agreement with any other company, for leasing or working its line, provided that assent thereto should be given by at least two-thirds of the shareholders present, or represented by proxy, at any meeting specially called for the purpose.

*Held*, that the word "shareholders" must be interpreted to include all who were entitled to vote as shareholders, which included bondholders.

*Held*, also, that the registered bondholders were entitled to vote at a special meeting called for the purpose of obtaining the assent of the shareholders to such an arrangement, on the question of its adoption.

*Osler v. Toronto Grey, and Bruce R. W. Co.*, 8 P. R. 506; and *Re Johnson and Toronto Grey, and*

*Bruce R. W. Co.*, 8 P. R. 535, followed.

*Held*, also, that the votes of registered bondholders having been rejected, the arrangement, though confirmed by two-thirds of the actual shareholders present, or represented, was nevertheless not properly confirmed within the meaning of the statute, and an action to compel specific performance of the agreement was dismissed. *Hendrie v. Grand Trunk R. W. Co.*, 441.

[Appealed and stands for argument.]

3. *Railway Co.—Notice requiring lands—Notice of desistment.*—*Held*, that a railway company having desisted once from their notice to take land given under R. S. O. ch. 165, sec. 20, could not again desist pending an arbitration proceeding under a second notice.

The company's arbitrator having withdrawn from such arbitration, in deference to a notice of desistment given by the company, after the amount to be awarded had been agreed upon by the other two.

*Held*, that the company could not object to the award on the ground that he had not been asked to sign it. *Moore v. Central Ontario R. W. Co.*, 647.

[Appealed and stands for argument.]

4. *Railway — Overhead bridge—Death therefrom—Illegitimate son—44 Vic. ch. 22, O.*—The plaintiff, as administratrix, sued the defendants, under 44 Vic. ch. 22, sec. 7, O., for the death of her illegitimate son, a brakeman on the defendants' railway, who was killed by being carried against a bridge not of the height required by that Act, while on one of their trains passing underneath it.