

the whole body of shareholders, and these all met and discussed the making of this engagement and approved of it before and after it was made—though not formally assembled as a general meeting of the shareholders. They were all the shareholders, and as directors they directed and sanctioned the making of this engagement. Nothing more could be done in the way of substance to comply with the safeguards of the Act, even if they be read as prerequisites.

The judgment should, therefore, be set aside as against the two individual defendants, and judgment entered for the amount of the bond, \$1,000, and interest from the date of payment, against the company, and costs of the plaintiffs and individual defendants should be paid in the Court below and in appeal (but not the costs thrown away in appeal by the failure to bring the company before the Divisional Court when the appeal was first launched.)

RIDDELL, J.

MAY 5TH, 1910.

*RE PERRIE.

Will—Construction—Devise of Realty in Trust for Joint Enjoyment of two Beneficiaries—Condition that one “Remains Unmarried”—Event of Death not Provided for—Survivorship—Life Estate—Bequest of Contents of House Jointly—Sale by Order of Court—Disposition of Proceeds and Income from—Jewelry, whether Included—Sale of Realty—Disposition of Income.

Application by the executors of the will of Elizabeth Ann Perrie for an order determining certain questions arising upon the construction thereof.

G. Lynch-Staunton, K.C., for the executors.

F. W. Harcourt, K.C., for the members of a class.

G. H. Levy, for societies benefited under the will.

RIDDELL, J.:—The testatrix by her will, after providing for certain beneficiaries, including her husband, Gideon Perrie, made the following provision:—

“31. I give devise and bequeath my residence and property at the north-west corner of Bay and Hunter streets, Hamilton, and all the contents thereof, with my horses, carriages, harnesses,

*This case will be reported in the Ontario Law Reports.

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