

the company it was provided that three directors should form a quorum; and that the directors should have power at their discretion to sell the company's business; and also at their discretion to appoint agents; any such agents to be remunerated at the discretion of the directors. The directors, without any resolution, or in fact any meeting at which all were present, entered into an agreement with Collie to pay him a commission on any sale effected for more than a specified amount. This was signed by two directors in London, was then mailed to Manchester, where it was signed by two others, and was finally handed to Collie. On the sale's going through, Collie was held entitled to recover the commission from the official liquidators of the company. The case of *D'Arcy v. Tamar Kit Hill and Callington R.W. Co.* was referred to and distinguished. Sir James Bacon, V.-C., who rendered the decision, says (p. 258): "Then it is said that the formal authority to enter into the agreement was wanting, for that the article providing that the acts of directors shall be binding means that they shall act in their combined wisdom. . . . I quite agree that the 'combined wisdom' is required in this sense that they must all be of one mind, but I do not know that it is necessary that they shall all meet in one place. . . . If you are satisfied that the persons whose concurrence is necessary to give validity to the act did so concur, with full knowledge of all that they were doing, in my opinion the terms of the law are fully satisfied, and it is not necessary that whatever is done by directors should be done under some roof, in some place where they are all three assembled." A fortiori then, where, as in the present case, directors meet formally and unanimously agree to hire the plaintiff on certain specified terms, and the plaintiff goes on and does his part, the company cannot afterwards escape liability on the ground that no formal resolution was entered in the minutes. In *Hamilton and Port Dover R.W. Co. v. Gore Bank*, 20 Gr. 190, where an informal agreement was sought to be enforced, much importance was attached to the question of whether or not the directors in fact knew of the terms of the agreement which certain of their number had purported to authorize. No such question can arise here, for the agreement was, as I have said, not only known to but authorized by all of the directors.

It is next contended that no stock could legally be sold without the publication of a prospectus, and that, none having been published, the plaintiff, who was employed to sell stock,