

heard upon the petition. To hold service on an assignee for the benefit of creditors to be a good service upon the company might in many instances deprive the company of this important right.

It is said that the directors gave the assignee "instructions to act for them and for the company, and to carry on the business of the company," and that they resigned their offices immediately after the execution of the deed of assignment.

The unaccepted resignation of the directors is ineffective to denude them of their character and responsibilities as officers of the company. Their alleged instructions to the assignee fall far short of an authority to him to accept service or to represent the company in winding-up proceedings, which, if successful, will terminate his functions as assignee.

It would, I think, be straining Rule 159 much beyond anything contemplated by its framers, were this assignee to be held an agent, service upon whom would be service upon the company, notwithstanding the fact that the president and directors are admitted to be readily accessible and easily to be served.

Upon this ground I must refuse the petition with costs, which I shall fix at the sum of \$5.

ANGLIN, J.

SEPTEMBER 8TH, 1906.

WEEKLY COURT.

LEES v. TORONTO AND NIAGARA POWER CO.

Railway—Expropriation of Land—Defective Proceedings—Injunction—Special Act—Incorporation of Provisions of General Act Subsequently Passed—Notices of Expropriation—Failure to State Extent of Estate or Interest to be Acquired—Uncertainty—Warrant for Immediate Possession—Proof of Notice under sec. 171 of Railway Act, 1903—Necessity for.

Motion by defendants to dissolve an interim injunction restraining them from entering upon the lands and premises of the plaintiffs.

R. B. Henderson, for defendants.

R. McKay, for plaintiffs.