

	PAGE		PAGE
BILLS AND NOTES—Continued.		COMPANY—Continued.	
Bill drawn on firm—Acceptance in name of individual	304	Debentures sealed but not delivered—Debentures payable to bearer	67
Consideration—Forbearance to sue on prior debt	329	Payment by directors of debt due to themselves.	81
Made by partner without authority, for accommodation of payee	390	Power of directors to assign for benefit of creditors	124
See Hoth pot—Negotiable securities.		Rights of preference shareholders	162
BILL OF LADING—		Lien of, on shares—Mortgage of shares	164
Loss other than from perils of the sea	26	Managing director—Remuneration—Breach of trust—Set-off—Winding-up—Assignment	252
Quality marks—Representation—Estoppel	65	Liability of Pullman Car Company	190
See Salvage—Stoppage in transitu.		Action by debenture-holder on behalf of himself and others—Judgment—Receiver	232
BILL OF SALE—		Distress for rent accrued after winding-up order	331
Sufficiency of description of chattels	306	Bonus dividend—Capital or income	334
BOOK DEBTS—		Limited—Right to purchase its own shares	331
Assignment of after-acquired	46	Action for calls against subscriber to whom shares had never been allotted	354
BOYD, CHANCELLOR—		Winding up	
Promotion to presidency of H. C. J.	382	Examination of directors under order for	28
BRITISH SHIPS—		Appointment of liquidator	125
Mortgage—Alien	111	Distress—Property mortgaged beyond its value—Costs of sale	230
BY-LAW. See Municipal law.		Provision for six months' notice before discharging servant	306
CAMERON, C. J.—		Payment of dividends out of capital—Liability of directors—Directors' remuneration	308
Notice of his receiving the honour of knighthood	161	Withdrawal of petition by petitioner—Costs	310
Obituary notice	243	Provincial charter—Dominion Winding-up Act	356
CANADIAN PACIFIC RY. CO.—		Fraudulent mortgage of share-certificates	
Right to build road beyond Port Moody	10	Right of legal owner of shares as against mortgagee	364
CANADA TEMPERANCE ACT—		See Corporation—Practice—Principal and agent—Sharee.	
Sections 108, 109, 111, 119	109	COMPOSITION DEED	
Buyer of liquor not aider and abettor	76	Dividend sheet signed by creditor, but not composition deed	335
Police Magistrate	130	CONFLICT OF LAWS. See Negotiable securities.	
Defendant compellable to answer criminal questions—Jurisdiction of Divisional Court	133	CONSIDERATION. See Bills and notes.	
Interest of magistrate—Evidence of magistrate sitting in the case	153	CONTEMPT OF COURT	
Conviction—Adjournment to consider judgment—Evidence—Certiorari	217	Not obeying order	15
Waiver of irregularity—Adjournment of hearing	313	Ecclesiastical law	329
Police magistrate of county—Evidence of towns therein of more than 5,000 inhabitants	372	CONTRACT—	
Provincial Acts in furtherance thereof	430	Condition precedent to recover money for extra work	10
CARRIERS. See Contract—Negligence.		Difference between covenant and condition	31
CHAMPERTY. See Administration.		Misrepresentations	37
CHARITY. See Wills.		Carriage of goods—Damages—Public policy	59
CHARTER PARTY—		Restrictive covenant in a lease—Representations—Collateral agreement	66
Excepted perils—Collision—Freight	63	Specific performance—Staying of action part performance to satisfy Statute of Frauds	78
Shipowners liable for loss resulting from unnecessary deviation	390	Statute of Frauds	85
CHATTEL MORTGAGE—		Refusal to accept goods—Rescission of contract	90
After-acquired property—Appeal—Practice	413	Sale of land—Independent agreements	150
See Book debts—Bill of sale.		Specific performance—Rectification of agreement	164
CHOSE IN ACTION—		Breach of condition—Right of entry	166
Notice of equitable assignment not necessary as between assignor and assignee	83	Specific performance—Power to withdraw—Land indefinite—Land belonging to another—Contract by letters	190
CHURCH—		Limitation of liability by carrier—Ordinary negligence	196
Free seats—Right of churchwardens as to seats in a free church	228	Compensation for misdescription in sales of land	208
CIRCUIT LISTS—		Conditions of sale of land—No deeds to be produced other than in vendor's possession	216
Autumn	256	Destruction of subject-matter of contract by vis major—Rescission of contract	235, 298
COUNCIL. See Wills.		In restraint of trade—Injunction—Partial enforcement	251
COLLATERAL SECURITY—		Judgment against one joint-contractor on bill given by him alone for joint debt a bar to action against the other joint-contractor	304
Discharge of, without knowledge to the holder	425	Termination of building contract	313
COMMERCIAL UNION—			
Note on	276		
COMPANY—			
Powers of directors	42		
Costs of legal proceedings for libel by and against directors	42		
Payments for proxy papers	42		