

portion of their structure, with power to make arrangements with other railway companies :

Held, that such assignment was *ultra vires* and void.

The Attorney-General v. The Niagara Falls International Bridge Co., 34.

See also "Foreign Corporation."

UNCERTAINTY.

See "Pleading," 5.

UNDERTAKING AND REFERENCE AS TO DAMAGES.

On obtaining an *ex parte* injunction restraining the sale of property, the plaintiff entered into the usual undertaking as to damages, and subsequently dismissed his bill; whereupon the defendant moved for a reference to the Master to inquire as to damages sustained by him, when in answer to the application, it was shown that since the dismissal of the bill, an increased price had already been offered, and that it was probable a still greater advance in price would be obtained on a sale. The Court, under the circumstances, refused the application, but without costs, and reserved to the defendant liberty to renew his application, on which he should be at liberty to use the depositions and affidavits read on the present motion.

Featherstone v. Smith, 474.

UNDUE INFLUENCE.

See "Compromise."

UNJUST PREFERENCE.

See "Insolvency."

USURY.

A mortgage was created on real estate to secure £375 with interest, which, according to law, meant 6 per cent. per annum. The mortgagor, it appeared, agreed to pay additional interest for further forbearance each year, and gave promissory notes for the amount of such additional interest, which notes were duly paid. Subsequently the mortgagee instituted proceedings in Chancery to enforce payment of the mortgage debt and interest, and in taking the account of what was due the Court gave credit to the mortgagor for the amounts paid on these