

could not be put on the list of contributories in respect of the three thousand five hundred and twenty shares purchased by him.—*In re Wedgwood Coal & Iron Co. Anderson's Case*, 7 Ch. D. 75.

3. A contract was made Oct. 15, 1875, between the plaintiff and the promoters of a proposed company. Dec. 16, 1875, the company came duly into existence, and subsequently ratified the contract, and acted on it. *Held*, that the company was liable on the contract.—*Spiller v. Paris Skating Rink Co.*, 7 Ch. D. 368.

4. Under a contract not registered as required by the Companies Act, 1867 (30 and 31 Vict. c. 131), shares in a limited company were allotted to the party with whom the company made the contract, and were duly registered by the company as such. The shares are subsequently transferred for value as fully paid up shares to N., who had no notice of any irregularity in their issue. On the winding up of the company, *held*, reversing the ruling of *HALL, V. C.*, that the company was estopped to deny that the shares were fully paid up, and that the official liquidator could not have N. put upon the list of contributories as a holder of shares not fully paid up.—*In re Farmer's Pure Linseed Cake Co.*, 7 Ch. 533.

5. An unlimited company was formed in 1843, under a deed of settlement, in which it was provided that a shareholder should have no more than twenty votes, and that no share should be transferred to any person not first approved by the directors. A controversy arose as to the desirability of turning the company into a limited company; and the plaintiff, a large shareholder, having several thousand shares, transferred some shares by *bona fide* sale to one E., and other shares to his nephew, to hold as trustee for himself. These transfers were made in order to secure more votes for the project which the plaintiff had in view. The directors refused to approve and accept the transferees, but without objecting to the character of the latter, or pretending that they were not proper persons to hold stock in the company. *Held*, that the directors should be ordered to approve the transfers, as they had no power to refuse, except for personal objection to the transferees. They could not refuse, because they did not approve of what they thought to be the object of the transfer.—*Moffatt v. Farquahar*, 7 Ch. D. 591.

*Composition*.—A purchaser from a debtor, who at the time of the purchase had filed a petition in bankruptcy, and whose creditors had accepted a composition, *held*, not bound to enquire whether the instalments provided for in the composition had all been paid, as the debtor has complete control of his property from the time of the composition until the creditors again take action under section 26 of the Bankrupt Act, and have him adjudged bankrupt.—*In re Kearley & Clayton's Contract*, 7 Ch. D. 615.

*Consideration*.—See *Guaranty*.

*Construction*.—1. Oct. 21, at 12.40 P.M., the excise officer discovered a dog belonging to the respondent, and without a license. At 1.10 the same day, the owner took out a license, which ran from the date hereof, &c. The dog law (30 Vict. c. 5) provides that "every license shall commence on the day" on which it is granted. *Held*, that the respondent had violated the act. *Campbell v. Strangeways*, 3 C. P. D. 105.

2. The word "paintings," used in a statute in the phrase "paintings, engravings, pictures," *held*, not to include colored working models, and designs for carpets and rugs, though painted by hand and by skilled persons, and each worth as much as £30 as models, but valueless as works of art.—*Woodward v. The London & North-western Railway Co.*, 3 Ex. D. 121.

*Contingent Remainder*.—See *Devise*.

*Contract*.—Plaintiff sued to recover £5 and a week's wages. The defendant set up a contract under which the plaintiff agreed to be conductor on defendant's tramway, and to deposit £5 as security for the performance of his duties; and, in case of his discharge for breach of the rules of the company, the £5 and his wages for the current week were to be retained as liquidated damages. The manager of the company was to be "sole judge between the company and the conductor" as to whether the same should be retained, and his certificate was to be binding and conclusive evidence in the courts as to the amount to be retained, and "should bar the conductor of all right to recover." Plaintiff was discharged for violating a rule of the company. *Held*, that the agreement was good, and the certificate of the manager that the forfeiture had been incurred was conclusive.—*The London Tramway Co., Limited, v. Bailey*, 3 Q. B. D. 217.

*Contributory*.—See *Company*, 2, 4.

*Conveyance*.—See *Vendor and Purchaser*.