

**Shall**—As used in s. 645 of the Criminal Code, 1892, is not imperative, in the sense that the foreman's omission to put his initials opposite the names of the Crown witnesses on the back of an indictment, so as to nullify the proceedings. *Regina v. Buchanan*, 12 Man. L. R. 190.

**Shall adjourn**—In a statute regulating the procedure upon a contested election it was provided that the Judge "shall adjourn from day to day, until he had pronounced his final judgment," but there was no provision declaring the proceeding void if this provision were not observed. *Held*, that if this provision were not directory only, its non-observance did not vitiate the Judge's decision. *McMillan v. Fonseca*, 6 Man. L. R. 370.

**Shareholder**—*Re Kootenay Valley Fruit Lands Co.*, 18 W. L. R. 145.

**Side line locations**—17 B. C. R. 507.

**Sister of the deceased**—*In re Oliver*, 21 Occ. N. 364, 455, 8 B. C. R. 91.

**Sold** — *R. v. Can. Pac. Rwy. Co.*, C. R. [1911] A. C. 313; 80 L. J. P. C. 125; [1911] A. C. 328; 104 L. T. R. 5, 27 T. L. R. 234.

**Sold or occupied**—Lands of a company were free from taxation for a certain period unless "sold or occupied." The company made an agreement for sale of certain of the lands upon certain conditions which were not performed. The company cancelled the agreement. There had been no actual occupation of the lands. *Held*, that the lands had not been sold or occupied, and were therefore exempt from municipal taxation. *Canadian Pacific Rwy. Co. v. Burnett*, 5 Man. L. R. 395.

**Standard**—*Standard Ideal Co. v. Standard Sanitary Co.*, C. R. [1911] 1 A. C. 259.

**Stored or kept** — *Thompson v. Equity Fire Ins. Co.*, [1910] A. C. 592.  
*Patterson v. Central Canada Ins. Co.*, 20 Man. L. R. 295; 16 W. L. R. 647.

**Subject matter of the judgment**—2 Alta. L. R. 384.

**Substantial wrong**—17 B. C. R. 77.

**Sufficient sureties** — Sureties, each of whom is sufficient for the whole amount. *Re Assiniboine Election*, 4 Man. L. R. 328.

**Superior officer** — A timekeeper is not. *Gordon v. Toronto, Manitoba & Northwest Land Co.*, 2 Man. L. R. 318.

**Superstructure**—*In re Can. Pac. Rwy. Co. and Town of MacLeod*, 5 Terr. L. R. 192.

**Sureties, sufficient** — Sureties, each of whom is sufficient for the whole amount. *Re Assiniboine Election*, 4 Man. L. R. 328.

## T.

**Tax costs** — *Secord v. Tessier*, 3 Alta. L. R. 56.

**The owner shall not be liable**—2 Alta. L. R. 71.

**Till the whole principal money is paid** — Mortgage action—Computation of interest. *Manitoba & North-West Loan Co. v. Barker*, 8 Man. L. R. 296.

**Time certain** — *Sinclair v. Preston*, 21 Occ. N. 97, 13 Man. L. R. 228.

**Time clause** — *Stringer v. Oliver*, 7 Terr. L. R. 126.

**To a certain date**—*McCaud v. Phillips*, 10 Man. L. R. 694.

**To be paid on all and any payment in default**—Mortgage action—Computation of interest. *Credit Foncier Franco-Canadien v. Schultz*, 9 Man. L. R. 70.

**To make the owner liable**—2 Alta. L. R. 71.

**To my wife**—13 B. C. R. 161.

**Train moving reversely**—17 B. C. R. 65.

**Transaction**—14 B. C. R. 282.

**Tourist** — *Re Rahim*, 17 W. L. R. 127.

**Trial by newspaper**—*Hatfield v. Healy*, 18 W. L. R. 512.

**Trial Judge** — *Buchanan v. Winnipeg*, 21 Man. L. R. 101, 17 W. W. R. 631.

## U.

**Ultra vires**—13 B. C. R. 6.

**Unable to meet its engagements** — 3 Alta. L. R. 299.

**Unable to pay their debts in full** — *Empire Sash & Door Co. v. Maranda*, 19 W. L. R. 78.

**Undue influence**—*Bank of Montreal v. Stuart*, C. R., [1911] 1 A. C. 1.

**Unduly** — *Shragge v. Weidman*, 20 Man. L. R. 178, 15 W. L. R. 616.

**Under promise of marriage**—*Regina v. Walker*, 1 Terr. L. R. 482.

**Unprofessional conduct**—14 B. C. R. 209.

**Until sold or occupied**—*Re v. Can. Pac. Rwy. Co.*, [1911] 1 A. C. 313.

**Until the whole is fully paid and satisfied**—Mortgage action — Computation of interest. *Freehold Loan Co. v. McLean*, 8 Man. L. R. 116.

**Up to** — *Robertson v. Brandes*, 11 Man. L. R. 264.