

money for his principal, and had used it for many years in his own business, instead of remitting it, as he might and should have done, to his principal, he was charged with six per cent. interest and annual rests.

Landman v. Crooks, 353.

2. An assignment of certain property was made to the defendant as agent for the plaintiff; and the defendant refusing to account therefor the plaintiff filed a bill for that purpose. The court, without directing an issue, decreed an account with costs, although the defendant denied his agency and swore that a receipt produced by the plaintiff was a forgery; and the evidence upon the point was conflicting.

Rosenberger v. Thomas, 473.

#### PRINCIPAL AND SURETY.

See "Judgments."

#### PRO CONFESSO.

1. Where a defendant in a suit refused to attend before commissioners appointed for the purpose of taking his evidence in a foreign country, the usual order to set the cause down to be taken *pro confesso* was made.

Prentiss v. Bunker, 147.

2. The 13th of the general orders authorizing the registrar to draw up an order to take the bill *pro confesso* at the expiration of one month from the service of the bill, does not apply to corporations.

Counter v. The Com. Bank, 330.

3. Where service of the office copy of a bill was made upon a solicitor acting on behalf of several defendants, and such solicitor gave a written undertaking

to answer, but afterwards made default in so doing, the bill was ordered to be taken *pro confesso*.

Shaw v. Liddell, 352.

#### RAILWAY COMPANY.

1. This court has jurisdiction to set aside an election of directors of a corporate body by persons who are subscribers nominally and not *bona fide*.

Davidson v. Grange, 377.

2. A suit for the purpose of setting aside an election of directors of a corporation on the alleged ground of fraud, may be brought by some of the shareholders on behalf of all, and need not be in the name of the corporation itself.—*Ib.*

3. A *bona fide* subscription for stock in a corporate company by one person in his own name, but really as trustee and agent for another who has requested such stock to be subscribed for, is valid.—*Ib.*

See also "Payment of money into court."

#### RECITAL.

A testator devised the property in question to his wife who conveyed it to T.D. in fee. Afterwards T.D. and S. his wife joined in a deed of the property, for valuable consideration, to J.M. and his wife, reciting that she was entitled to the property as co-heiress of the testator. Subsequently J.M. and his wife conveyed to a trustee for S. The plaintiff claimed under S., and notwithstanding the erroneous recital, the court held her entitled to a conveyance.

Lawlor v. Murchison, 284.

#### RECTORIES.

See "Patent."

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