shareholders was written opposite his name, "Money returned and allotment cancelled." By articles of said bank the directors had the power to accept the surrender of shares. On November 22, the bank was ordered to be wound up. W. did not until after this day discover said misrepresentations in the prospectus. It was *held* (see *in notis*), that W. should not be put on the "A" list of contributories as the said cancellation was tantamount to a surrender. On the present application to place W. on the "B" list (of those who had been shareholders): *Held*, that W. must be placed on said "B" list, as he had not, before winding up began, elected to have his *allotment* cancelled because of said misrepresentation in the prospectus.—*Wright's Case*, L. R. 12 Eq. 331.

3. The name of H. appeared as director in a prospectus of a company, and he was present at a meeting of the board of directors where a committee was formed to make allotment of shares. Fifty shares, necessary by the articles of association to qualify a director, were allotted to H. without his knowledge, or notice given him. He had not read said articles. H. also signed a check as director, but his name was treated by the bank as insufficient as it had not been sent in as sufficient for that purpose. *Held*, that H. had acted as director, and incurred the obligation of taking said fifty shares. —*In re Great Oceanic Telegraph Co., Harward's Case*, L. R. 13 Eq. 30.

4. By articles of association a company's funds were not to be applied to expenses until a certain number of shares were subscribed, and the plaintiff was to be paid for services as promoter of the company, "so soon as the company shall be in a position to commence business." The shares were subscribed. *Held*, that the company was in a position to commence business, although it had not even a site for its proposed buildings.—*Touche* v. *Metropolitan Railway Warehousing Co.*, L. R. 6 Ch. 671.

5. The A. company by consent of all its shareholders and agreement with the M. corporation amalgamated and transferred its business to the latter. The company had no power by its deed of settlement to effect this amalgamation. Subsequently the company executed a deed with the corporation for resuscitating the former, and terminating its previous agreement. A former stockholder in the company after said deed transferred his shares. *Held*, (Mellish, J., dissenting), that by said amalgamation and transfer, the shares in the A. company ceased to exist as such, and there could be no resuscitation and subsequent transfer of the same.—*In re Accidental Death Insurance Co., Chappell's Case*, L. R. 6 Ch. 902.

6. R. agreed to become district manager of an association, a condition precedent being that he should take twenty-five shares in the association, R. applied for the shares, paying a deposit of £1 per share, and they were allotted to him; he was appointed manager and received notice of the appointment and accepted the same. *Held*, that there had been sufficient notice of allotment.—*Richards* v. *Home Assurance Association*, L. R. 6 C. P. 591.

See Equity, 1; Lien, 1; Security, 1; Ultra Vires.

Concealment.—See Insurance, 3.

Condition.

A testatrix gave certain property to the wife of H., who lived at S., and in a codicil directed that said property should go over in case the wife should not cease to reside at S. within eighteen months of the testatrix's death. *Held*, that the condition being to omit what was a duty, was void.—*Wilkinson* v. *Wilkinson*, L. R. 12 Eq. 604.

See Bequest, 1; Sale.

Condonation.

Condoned incestuous adultery is revived by adultery not incestuous, and, it appears, by any other marital offence.—*Newsome* v. *Newsome*, L. R. 2 P. & D. 306.

Consolidation.—See Company, 1.

Construction.—See Bequest; Broker, 1; Charter-party, 2, 3; Company, 4; Damages, 1, 2; Devise; Executors and Administrators, 2; Lien; Limitations, Statute of, 1; Partnership; Power, 1; Prize; Railway; Reservation; Reversionary Interest; Statute; Trust, 1; Ultra Vires; Way, 4.

Contingent Interest.—See Reversionary Interest.

Contract.

Where it was provided in a contract between a builder and his employer that questions between them should be settled by award of the architect of the building, and the architect had agreed with the employer that the building should not cost over a certain sum, which agreement was unknown to the builder, it was *held* that the above provision was not binding. —*Kimberley* v. *Dick*, L. R. 13 Eq. 1.

See Broker; Charter-party, 2-4; Company, 4, 5; Frauds, Statute of; Limitations, Statute of; Salvage, 1; Specific Performance, 1; Ultra Vires.

Contribution.—See Bequest, 13.