to the society, was to be paid to the mortgagor.

The costs of sale and commission thereon were ruled to be properly chargeable, but not a charge for insurance and survey, or the costs of an action on the covenant, as not coming within the rules.

It was objected on the argument that the plaintiff could not maintain the action, as a subsequent incumbrancer, on a purely money demand, under sec. 4 of the A. J. Act, R. S. O., ch. 49, and that it was necessary that the original mortgagor should have been a party to the suit; but the plaintiff having put in a release from the mortgagor, which, it was said, was used at the trial, though not filed, of all moneys which he might be entitled to receive from the Company as proceeds of the sale or otherwise, the objection was not entertained.

Creelman, for the plaintiff.

Bethune, Q. C., and *Crerar*, for defendants.

PROVINCIAL INS. CO. v. CAMERON, *Executrix.*

Insurance company—Stock—Power of attorney—Calls—Advertisement.

There was also an action against the defendant Cameron in her own right, and actions against five other defendants.

The actions were for unpaid calls on stock.

The stock held by the defendant Cameron in both above capacities was transferred under power of attorney.

Held, that there was sufficient evidence given of the existence of such powers of attorney, and excusing their non-production, to let in secondary evidence thereof; and also that the evidence showed that such shares had not been forfeited.

Under the statutes relating to the Company, it appeared that the name of the Company had been changed; but *held* under the circumstances that it did not affect the plaintiff's rights.

It was objected that the shares of certain of the shareholders had been illegally forfeited, but *held* that even if illegally forfeited, no harm was done as they were still liable thereon; but that under the said Acts the directors had power to forfeit.

Held, that under the said Acts the directors could make more than one call at the same time, so long as they allowed thirty days after the publication of the notice for the payment of such call.

Held, also, that under the said Acts it was not obligatory on the Company to give notice of such call made in one or more of the several newspapers published in every district where stock was held, before suing any of the shareholders who had received such public notice of the call in a newspaper published in his or their district or districts.

Held, also, that a variation in the days of payment in the resolution making the call and its public notice in the newspaper would render such calls invalid.

Objections were also taken to certain resolutions passed subsequently to the resolutions making the call, which, it was contended, had the effect of severally extinguishing the calls, and giving preference to certain shareholders, but such objections were held untenable.

Robinson, Q.C., and *Huson Murray* for the plaintiffs.

Bethune, Q.C., *Snelling*, *Tilt*, *Biggar*, and *Worrell*, for the defendants, except *Jones*, who appeared in person.

REGINA v. BROWN.

Extradition—Foreign indictment—Sufficiency—Statutes in force.

Held, that the 40 Vict. ch. 25 D., relative to extradition of fugitive criminals, is not in force, but that the law and practice relating thereto is to be found in the Ashburton Treaty, Art. X. and the Statutes 31 Vict. ch. 94 D.; 33 Vict. ch. 25 D.; and the Imp. Act 33 & 34 Vict. ch. 52.

On an application for the extradition to the United States of a person charged with murder therein:

Held, *per* WILSON C. J., that under the above Acts a certified copy of an indictment for murder found by the grand jury of the said foreign country, to wit, Erie County, New York State, was sufficient evidence by itself of such charge to warrant the extradition, but that the other evidence set out in the case, documentary and *viva voce*, was insufficient.

Per OSLER J., that neither the indictment nor the other evidence was sufficient.