

On the 30th January 1847, the Court "considering that the material allegations in the Plaintiffs' declaration had been proved and that it was also established in evidence that, after the making of the protest of the promissory notes declared upon, and after the making of the notarial agreement made and entered into by and between Thomas McCaw and his creditors, bearing date the fourteenth day of July one thousand eight hundred and forty five, the said Thomas Dalkin Hunter, the defendant, with a knowledge of these antecedent facts, promised the said plaintiffs to pay them the amount of the said notes and thereby waived any advantage from omissions or acts, by reason of which it had been contended by the defendant that he became discharged from liability on the notes in question," condemned the defendant to pay to the Plaintiffs £272 9s. cy., with interest on £250 from the 7 Nov. 1845, till paid, and on £20 9s. from the 20 Feb. 45, till paid with cost of suit, and ordered the Garnishee to pay over to the Plaintiffs £218 11s. 9d., in accordance with his declaration.

HOLT, for Plaintiffs.

AYLWIN, for Defendant.

## TRADUCTION DE LA COUTUME DE PARIS.

A l'approche de l'ouverture des chambres Législatives, il est important d'appeler l'attention publique sur une mesure très importante, à laquelle personne semble n'avoir songé sérieusement : la traduction en anglais de nos lois civiles. En effet, n'est-il pas étonnant que depuis plus de cinquante ans que la Coutume de Paris gouverne les intérêts de colons britanniques, l'on ait négligé de leur en rendre le texte intelligible, en le traduisant dans leur langue. On a