

that this meant the "turn" on which the vessel should arrive and be ready to receive cargo, not merely the "turn" according to the custom of the colliery, (it not being a known and established custom.)

*Held*, that the charterer was liable for demurrage during a delay in loading, caused by the ship not being able to receive her cargo, when ready to do so not in the order in which according to the custom of the colliery, she was allowed to be loaded.

EX. SCOTT v. SEYMOUR.

*Right of action—Assault committed abroad—Foreign jurisdiction.*

An action lies in this country for an assault and battery committed in a foreign land by one British subject upon another, although it appears that it is a matter there of criminal cognizance.

Quere, whether it would be so if it also appeared that it was not of civil cognizance, and that no claim for compensation could be supported in the courts of a foreign country.

EX. SHEEN v. BUMSTED.

*Evidence—Fraudulent representation—Question as to belief or repule.*

In an action for a false representation, that a third party to the best of his knowledge, was responsible, the defendant may be asked in chief whether at the time of the representation he believed the debtor to be in good credit, and other persons residing in the neighbourhood may be asked a similar question.

EX. WILKS v. HORNBY.

*Bill of exchange—Pleading—Consideration—Failure of—Fraudulent misrepresentation—Accommodation, acceptance, which is—Disputed accounts.*

In an action on a bill of exchange, on pleas of fraud and of an accommodation acceptance, it is no defence that the bill was given for a supposed balance of account, as represented by the plaintiff, but which, as alleged by the defendant, did not exist nor was really due.

EX. BRADWORTH v. FOSHAW.

*Pleading—Action for negligence—Proof—Practice—Trial—Amendment.*

An amendment of a declaration will not be allowed at the trial, where in a case of tort the plaintiff has stated one cause of action, and then, his evidence failing to sustain it, has endeavoured to raise another one.

Q. B. PATTESON v. HARRIS.

*Costs—Taxation—Policy of assurance—Total loss—Partial loss—Divisibility.*

Where, upon an insurance of goods, part of the goods is lost by perils of the sea, and subsequently the remaining part is lost not by perils of the sea, the issue upon the plea denying the loss is divisible; and the plaintiff can only enter a verdict in respect of the part lost by perils of the sea, and the defendant may enter a verdict for the remainder.

C. P. OFFORD v. DAVIES AND ANOTHER.

*Revocation of guarantee—Demurrer.*

The declaration set out the following guarantee: "In consideration of your discounting at our request bills of exchange for D. & Co., we hereby jointly and severally guarantee, for the space of twelve months, the due payment of all such bills to the extent of £600." To this one of the defendants pleaded that, after making the said guarantee and before the plaintiff had discounted such bills and before he had advanced such sums of money, the defendant countermanded the said guarantee, and requested the plaintiff not to discount such bills of exchange or to advance such sums of money.

*Held on demurrer*, that the defendant had a right to revoke the promise, and that the rights of the parties were not affected either

by the promise for twelve months or by the fact that some discount had been made and repaid.

## REVIEWS.

THE LAW MAGAZINE AND LAW REVIEW, for May, 1863.  
London: Butterworths, 7 Fleet Street, Strand.

Our notice of this number has been unavoidably delayed. We refer to the number with pleasure.

The articles are, as usual, instructive and well written, viz., 1. Discipline of the bar—a paper suggested by the misconduct of Edwin James and Digby Seymour. 2. The rights, disabilities and usages of the ancient English peasantry, continued. 3. Accord and satisfaction—a brief and practical paper on an important branch of law. 4. May's Constitutional History of England reviewed. 5. Administration to foreigners dying in England. 6. Frederick Carl Von Savigny—a biography of this remarkable and learned man. 7. Case of the *Alabama*, which we copy entire. 8. Lord Mackenzie on Roman law. 9. Judicial Statistics, 1861.

The subscription to the *Law Magazine and Review* is only 20s. sterling per annum. Its cheapness, combined with its worth, should secure for the publication a much more extended support than it possesses in Canada. It is of use not only to the lawyer, but to the juriconsult and the legislator. The articles are at all times suggestive, and as such give much pleasure to the intelligent reader. The reading of this magazine is of itself a great relaxation to the practical lawyer. His mind, while relieved, is instructed. In a word, both pleasure and profit are the portions of those who habitually read the *Law Magazine and Review*.

## APPOINTMENTS TO OFFICE, &C.

### JUDGES.

The Honorable ARCHIBALD McLEAN, late Chief Justice of Upper Canada, to be the Presiding Judge of the Court of Error and Appeal in Upper Canada, in the room and stead of the Honorable Sir John Beverley Robinson, Baronet, C. B., deceased. (Gazetted July 25, 1863.)

The Honorable WILLIAM HENRY DRAPER, C. B., Chief Justice of the Court of Common Pleas in Upper Canada, to be Chief Justice of Upper Canada, in the room and stead of the Honorable Archibald McLean, resigned. (Gazetted, July 25, 1863.)

The Honorable WILLIAM BUELL RICHARDS, one of her Majesty's Justices of the Court of Common Pleas in Upper Canada, to be Chief Justice of the said Court of Common Pleas in Upper Canada, in the room and stead of the Honorable William Henry Draper, C. B., resigned. (Gazetted July 25, 1863.)

The Honorable JOHN WILSON, of Osgoode Hall, Barrister-at-Law and Q.C., to be one of her Majesty's Justices of the Court of Common Pleas in Upper Canada. (Gazetted July 25, 1863.)

### POLICE MAGISTRATE.

MARTIN O'GARA, Esquire, Barrister-at-Law, to be Police Magistrate for the City of Ottawa, in the room and stead of John B. Lewis, Esquire, resigned. (Gazetted July 25, 1863.)

### CROWN ATTORNEY.

SAMUEL H. COCHRANE, LL.B., of Osgoode Hall, Esquire, Barrister-at-Law, to be County Crown Attorney for the County of Ontario, in the room and stead of W. H. Tremayne, Esquire, removed. (Gazetted July 25, 1863.)

### NOTARIES PUBLIC.

SAMUEL BARKER, of the City of London, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 4, 1863.)

STEPHEN KNEESHAW, of the City of Toronto, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 4, 1863.)

DAVID G. HATTON, of Peterborough, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 11, 1863.)

THOMAS BEASLEY, of Hamilton, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 11, 1863.)

JAMES CAFFIELD, of Ingersoll, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 18, 1863.)

PETER JOHNSON BROWN, of Ingersoll, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted July 18, 1863.)

### CORONER.

JOHN WESLEY CORSON, Esquire, M.D., Associate Coroner United Counties of York and Peel. (Gazetted July 11, 1863.)

## TO CORRESPONDENTS.

LAW STUDENT—LAW STUDENT.—Under the head of "General Correspondence."