

We have read several of the cases; the work of the Editors so far as we can judge, is well and ably done. The statement of facts, &c., in each is at all events clear brief and well put.

We wish the undertaking every success, and trust it may meet the generous support it merits from the Lower Canada bar.

There are no less than twelve Editors, and we notice that each case bears the initials of the gentleman reporting it.

MONTHLY REPERTORY.

CHANCERY.

V.C.W. BETTS v. MENZIES. June 4.

Production of documents—Privileged communications—Co-defendants.

Communication between co-defendants in reference to the matters in question in the suit not entitled to protection.

V.C.R. DARBEY v. WHITTAKER. July 9, 14.

Specific performance—Good will—Fixtures at a valuation to be made.

D. agrees with W. and another, in writing, to sell them a lease, trade and good will, subject to the rent and ordinary covenants, but free from all other incumbrances; also to sell the tenant's fixtures, furniture, and effects, at such sum as the same should be valued at by two persons named or their umpire, and all the stock of beer not exceeding a specified quantity, at the valuation of two licensed gaugers or their umpire. And for the consideration aforesaid the purchasers agreed to accept an assignment without requiring evidence of title prior to the lease, and if either party neglected to perform the agreement he should pay to the other £150 as liquidated damages.

The defendants alleging misrepresentation refused to produce the lease under which the plaintiff held, and the forfeiture of the lease by change of a policy refused to complete.

Held, that all these objections were untenable; but specific performance refused on the ground that the clause as to fixtures and stock could not be enforced.

Semble, the Court will not decree payment of a valuation to be made, but will enforce a contract for purchase of a good will where it is annexed to the premises.

M.R. JONES v. WILLIAMS. Ap. 27, May 30.

Mortgagor and Mortgagee—Deposit—Priority—Notice.

A deposit of deeds relating to part of an estate with a representation that they comprise the whole does not create an equitable mortgage over the whole. Neglect to enquire may be sufficient to fix a purchaser with notice without any fraudulent motive in omitting the enquiry.

Q.B. GEE v. SMART. June 23, July 4.

Equitable plea—Covenant of husband to pay debt of wife—Exoneration of husband's estate.

To a declaration on a covenant in a deed to pay a sum of money the defendant pleaded by way of equitable defence that he and his wife being seized in fee in her right of certain lands mortgaged then by the deed in question to the plaintiff in fee as a security for the money in the declaration mentioned—which was advanced by the plaintiff to enable the defendant and his wife to pay off a loan previously contracted by the defendant at his wife's request, in order to pay a debt

contracted by her before her marriage, and that the defendant had no other interest in the money so advanced; that the wife having since died intestate the plaintiff had as her heir at law become possessed of the equity of redemption in fee of the lands as he already held the legal estate in fee, and that the lands were of greater value than the money in the declaration mentioned.

Held, that the husband's estate ought to be exonerated, and that the plea was valid by way of equitable defence.

M.R. ROBERTS v. CROFT. July 2.

Equitable mortgage—Priority—Notice.

A prior equitable mortgage will not be postponed to a subsequent one, merely on the ground that the deeds first deposited did not include the conveyance to the depositor and showed no title in him.

EX. GELAN v. HALL. May 23.

Justice of the Peace—Power to remand to prison—Liability to suit for corruption in his office—Statute 11 & 12 Vic., cap. 43, sec. 16.

A Justice of the Peace has power under 11 and 12 Vic., cap. 43, sec. 16, to commit to the house of correction during a period of remand in a case where he could not issue a warrant, but a summons only.

A declaration stated that a defendant, a Justice of the Peace, convicted the plaintiff wrongfully, wilfully, and maliciously, without reasonable or probable cause, and that the plaintiff was thereby compelled to pay a sum of money, and that the conviction was afterwards quashed on appeal to the Quarter Sessions.

Held, that it disclosed a cause of action.

COMMON LAW.

EX. LARDUS v. MELROSE ET AL. June 12.

Joint stock companies (limited)—Promissory note—What notes are "in the name of the company"—Statute 19 and 20 Vic., chap. 157, sec. 43.

The following promissory note was made by persons authorized to bind a joint stock company, registered under 19 and 20 Vic., cap. 157:—

"London, December 31st, 1856. Three months after date we jointly promise to pay Mr. F. S., or order, £600 for value received in stock on account of the L. and B. J. and H. Company (limited.) Signed, J. M., H. W., J. H., directors; E. Q., secretary."

Held, that the note was binding on the company, and not on the persons who signed it individually.

THE DIVISION COURT DIRECTORY.

Intended to show the number, limits and extent, of the several Division Courts of Upper Canada, with the names and addresses of the Officers—Clerk and Bailiff,—of each Division Court.†

COUNTY OF BRUCE.

Judge of the Division Court, ROBERT COOPER, Esq.,—Goderich.

Third Division Court.—Clerk, Charles R. Barker,—Kincardine P. O.; Bailiff, R. H. Thornhill,—Kincardine P. O.; Limits—The townships of Huron, Kincross, Kincardine and Bruce.

Eighth Division Court.—Clerk, J. Jamieson,—Brant P. O.; Bailiff, —Benson, Brant P. O.; Limits—The townships of Brant, Carrick, Culross, Greenock, and that portion of the township of Elderslie south of and including the eighth concession.

Ninth Division Court.—Clerk, John Eastwood,—Saugeen P. O.; Bailiff, Jas. Orr,—Saugeen P. O.; Limits—The townships of Arran, Saugeen, Amable, and all Elderslie north of the eighth concession.

N. B.—The Divisions are numbered with those in Huron.

† *Vide* observations ante page 136, Vol. I., on the utility and necessity of this Directory.