A. & W. Robertson, and *W. H. Kerr*, for the defendants.

[NOTE.—The case was immediately inscribed for Review, the defendants in the meantime being detained in custody.]

CIRCUIT COURT.

Brome Cc., Jan. 26.

EASTMAN *v.* ROLAND ALIAS ROLINS.

Parol testimony was received to prove a verbal agreement extending terms of a written contract filed in the cause, affecting a sum above $50.

Costs were allowed defendant in an action upon a promissory note, upon proof that plaintiff agreed, after the institution of the action, to withdraw the same on payment of debt alone, although the debt was not paid at the rendering of judgment; and under the circumstances, plaintiff's attorney was not allowed *distraction de frais*.

This was an action upon a promissory note for $58. Defendant pleaded, 1st, an agreement by plaintiff to extend time of payment three or six months or longer, previous to the institution of the action; also, a promise on the part of plaintiff to withdraw action and pay his costs; concluding by tender of debt without depositing the same in Court.

Two witnesses were examined to prove plea, under objection of plaintiff's counsel. By one of the witnesses it was proved that plaintiff had agreed between the service of writ and return to withdraw the suit and pay the costs, provided defendant would pay the debt. The debt was not paid, and the action was thereupon returned into Court.

JOHNSON, J., in rendering judgment, said that plaintiff, having agreed to extend the time of payment, must be held to his agreement. Judgment for debt only.

Before the Court rose, upon application of defendant's counsel, costs were awarded against the plaintiff.

J. B. Lay, for the plaintiff.

E. Racicot, for the defendant.

(Reporter's Note.—Plaintiff's attorney by his declaration demanded *distraction de frais*. He submitted this point to the Court, and insisted upon his right for *distraction*, it being personal and vested in him. The Court held the contrary. *Vide Stigny* v. *Stigny*, 2 Rev. de Leg. 120; *Converse and Clark*, 12 L. C. R. 402.—J. B. Lay.)

RECENT ENGLISH DECISIONS.

QUEEN'S BENCH.

Marine Insurance—General Average.—A ship was submerged in deep water with heavy cargo on board; there was a common peril of destruction imminent over ship and cargo as they lay submerged; the most convenient mode of saving ship or cargo, or both, was by raising the ship together with the cargo; the cost of the raising would be an extraordinary expense for the common benefit of both, and the cargo would be liable to general average contribution, and the shipowner would have a lien on the cargo to secure payment of that general average. The ship being insured:—*Held*, that in determining whether or not the ship was a constructive total loss, the amount of general average which would be contributed by the cargo must be taken into account, and the cost of raising the ship calculated as reduced by that amount. *Kemp* v. *Halliday*, Law Rep. 1 Q. B. 520.

Action for Reward—Information leading to apprehension of Offender.—The defendant's shop having been broken into, and watches and jewellery stolen, the defendant advertised, "A reward of £250 will be given to any person who will give such information as shall lead to the apprehension and conviction of the thief or thieves." In about a week, R. having brought one of the stolen watches to the plaintiff's shop, the plaintiff gave information, and R. was apprehended the same day with another of the stolen watches upon him. After two or three days, R., being in custody, told the police that some of the thieves would be found at a certain shop, and there they were apprehended a week afterwards, and subsequently convicted. In an action by the plaintiff for the reward, the jury having returned a verdict for the plaintiff:—*Held*, that the information given by the plaintiff was not so remote as that it could not be said to have "led" to the apprehension of the thieves; and that the judge had properly left the evidence to the jury, pointing out the remoteness of the information. *Turner* v. *Walker*, Law Rep. 1 Q. B. 641.

[This judgment has since been affirmed by the Exchequer Chamber.]