

£600 to S. C. on trust to invest, and apply the dividends and interest for the benefit of the grand-daughter, in his (C. S.'s) absolute direction, until she attains seventeen, then to pay the further sum of £100 out of the sum which might then be in his hands, to each of her daughters, with a like trust to S. C. to invest the residue, and any the interest to her grand-daughter until she attains twenty-one, had then to her absolutely. But in case of her dying under twenty-one, to S. C. absolutely, whom she appoints her executor and the guardian of her grand-daughter, to whom she gives her personality.

Held, that the gift to her grand-daughter was not a gift of a specific sum, but of what should remain after making the payments directed by the will.

Held, also, that an assignee of the daughter's legacies, the fund being insufficient, was not entitled to take in priority to S. C., to whom they had handed over a portion.

V. C. K. LEYLAND v. LEYLAND. Dec. 16.

Practice—Partes—Child of plaintiff born since bill filed—Objection on the hearing.

Where a suit involves a question in which the children of the plaintiff are interested, and a child is born after the bill is filed, the Court will, on the objection taken at the hearing, order the cause to stand over, with liberty to amend by bringing the child born since the institution of the suit before the Court.

V. C. K. MATTHEWS v. GOODDAY. Dec. 16.

Equitable mortgage by deposit—Agreement to execute a legal mortgage.

An agreement in writing, accompanying a deposit of deeds, to charge land with a sum of money, is nothing more than an equitable charge enforceable in equity by having the money raised by sale or mortgage, and gives no right to foreclose, nor to ask for a legal mortgage.

An agreement to give a legal mortgage, superadded upon an agreement to charge land, gives a right to have the contract enforced in equity, and by the same decree to foreclose, unless the money is paid.

A simple deposit of deeds is a charge enforceable in equity, but gives no right to have a legal mortgage, although in the view of a Court of Equity it is a contract to charge the land, and the remedies are the same.

A contract to charge land, and also, if required, to give a legal mortgage, accompanied by a deposit of deeds, gives a right to a sale, but does not not compel the mortgagee to take a legal mortgage.

V. C. S. DEFRIES v. SMITH. Jan. 13.

Principal and surety—Separate contract by surety in consideration of extension of time.

S. S. accepted a bill of exchange as surety for C. S., and subsequently, in consideration of further time given him (S. S.) for payment, covenanted by deed to pay what was due on the bill with interest, and at the same time assigned a policy as father security.

Held, that an "entire acquittal" of debts given to C. S. by all his creditors did not release S. S.

L. J. DUKE OF BEAUFORT v. BATES. Jan. 11, 13.

Injunction—Landlord and tenant—Execution creditor—Right of landlord to fixtures.

Where the lessee of a coal mine had covenanted at the end of the term to yield up the works and mines, &c.; and all ways and roads in such good repair, order, and condition so that the works might be continued and carried on by the lessor.

Held, (reversing the judgment of Vice-Chancellor STUART), that such covenant did not include wooden sleepers or iron tram plates fastened to such wooden sleepers used for the purpose of a railway.

Quare, whether such covenant would have included stone sleepers and iron tram plates fastened to stone sleepers.

L. C.

Nov. 14, 15, 18, Dec. 3.

HUNTER v. STEWART.

Defence of res Judicata—Delay—Public company—Speculative business.

If a bill is filed in the Court of Chancery in England, praying the same relief as a bill previously filed by the plaintiff in a colonial Court of concurrent Jurisdiction, an adverse decree in the former suit cannot be pleaded as a defence, unless the grounds on which the subsequent claim is made, are indetical with those alleged in the former suit.

When the allegations and equity of the one bill are different from the allegations and equity of the other bill, the plea of *res Judicata* cannot be sustained.

The question whether a plaintiff in seeking relief against a company, after a considerable lapse of time, is debarred of his remedy by reason of the supposed speculative nature of the company considered.

REVIEW.

THE UPPER CANADA LAW LIST, 1862, compiled by Rordans & Finch. 4th Edition. Toronto: W. C. Chewett & Co.

We hail with pleasure this new edition of our Law List—not only as a manual of useful information, but as the indispensable book of reference for every legal practitioner. In fact, it has now become as much a necessity in a lawyer's office as Chitty's Forms. The edition before us contains full information for students in respect to all matters affecting their interests at Osgoode Hall, the Law School, &c., and is prefaced by most useful introductory observations. We also notice with pleasure that the compilers have taken the suggestion formerly made by us, and have given separate columns for the names of the Common Law Agents and Chancery Agents in Toronto of the country practitioners. We cordially recommend the work to the profession.

APPOINTMENTS TO OFFICE, &C.

COUNTY COURT JUDGES

HENRY B. BRARD, of Osgoode Hall, Esquire, Barrister at-Law, to be Deputy Judge of the County Court of and for the County of Oxford.—(Gazetted 28th June, 1862.)

EPHRAIM JONES PARKE, Esquire, Barrister at-Law, to be Deputy Judge of the County Court in and for the County of Middlesex.—(Gazetted 26th July, 1862.)

CLERK OF THE PEACE AND COUNTY ATTORNEY.

JOHN McNAB, of the City of Toronto, Esquire, Barrister at-Law, to be Clerk of the Peace and County Crown Attorney in and for the United Counties of York and Peel.—(Gazetted 26th July, 1862.)

REGISTRAR

PETER DUNCAN McRELLAR, Esquire, to be Registrar of the County of Kent, in the room and stead of EDWIN LARWILL, Esquire, resigned.—(Gazetted 12th July, 1862.)

NOTARIES PUBLIC.

JAMES BENSON, of Saint Catharines, Esquire, Attorney at-Law, to be a Notary Public in Upper Canada.—(Gazetted 28th June, 1862.)

JOHN HARPER, of Toronto, Esquire, Attorney at-Law, to be a Notary Public in Upper Canada.—(Gazetted 28th June, 1862.)

JAMES GRAHAM VANSITTART, of Ottawa, Esquire, Attorney at-Law, to be a Notary Public in Upper Canada.—(Gazetted 12th July, 1862.)

DAVID WILLIAM DUMBLE, of Cobourg, Esquire, Attorney at-Law, to be a Notary Public in Upper Canada.—(Gazetted 12th July, 1862.)

CORONERS.

EZRA POOTE, Esquire, M.D., Associate Coroner County of Elgin.—(Gazetted 25th June, 1862.)

JOHN PHELAN, Esquire, M.D., Associate Coroner County of Norfolk.—(Gazetted 12th July, 1862.)

JOHN BRESLEY TWEEDALE, Esquire, M.D., Associate Coroner County of Norfolk.—(Gazetted 19th July, 1862.)

TO CORRESPONDENTS.

"EDWARD STONEHOUSE, SOLICITOR"—Under "Division Courts."