

L. J. RE PATTERSON.
MITCHELL V. SMITH.

Donatio Mortis causâ—Promissory note.

Where the circumstances are such as to indicate an intention to make a testamentary gift, and the intention fails for want of proper attestation, a *donatio mortis causâ* will not be presumed.

COMMON LAW.

Q. B. DENTERS V. TOWNSEND.

Bill of exchange—Autre action pendant—Abatement—Equitable jurisdiction of the court.

To a declaration on a bill of exchange endorsed by the drawer to the plaintiff, the defendant (the acceptor of the bill) pleaded that it was taken by the plaintiff with notice of a former action against the defendant on the same bill by a former holder of it, still pending and without consideration.

Held, that the plea was bad for not showing that the bill had not been taken up by the drawer; but

Held, also, that if the plea had shown that the bill was negotiated by the plaintiff in the former action, with notice to the transferee of the pendency of that action, it would still have been bad.

The remedy of the defendant in such a case, is to apply to the equitable jurisdiction of the court.

EX. ELWORTHY V. SANFORD AND OTHERS.

Landlord and tenant—Property in lease—Executor de son tort.

An indenture of lease remains the property of the lessee, though the lease has been determined by forfeiture and re-entry.

Plene administravit by an executor *de son tort* is no defence, either legal or equitable, in bar of an action of trover, trespass, or for money received, at the suit of the personal representatives of the deceased.

C. P. MAYER V. DRESSER.

Bill of lading—Consignee no right to deduct value of missing goods from freight.

A consignee of goods under a bill of lading, has no right to deduct from the freight the value of goods contained in the bill of lading, but not delivered to him; his remedy is by cross action.

C. B. COUSTON V. ROBINS.

Deed of arrangement, neglecting to plead in action—Setting aside judgment.

A defendant, who, before action, had executed a deed of arrangement, did not appear, but allowed judgment to go against him by default. Upon an application to stay proceedings upon the judgment, upon the ground that the deed had been executed,

Held, that it ought to have been pleaded, and that the defendant might have a rule nisi to set aside the judgment and be let in to plead the deed, on paying costs, and on terms to be ordered by a judge.

C. C. R. REG V. COLLINS AND OTHERS.

Misdemeanour—Attempt to commit felony, putting hand into an empty pocket with intent.

A conviction for an attempt to commit a felony cannot be supported, unless it appears upon the evidence that the felony might have been completed, if there had been no interruption.

If, therefore, upon indictment for attempting to commit a felony by putting the hand into a woman's pocket, with intent to steal her property therein, it appears that she had nothing in her pocket, a conviction cannot be sustained.

EX. WILLIAMS V. JONES.

Gratuitous license to use really—Liability of licensee—Negligence—Master and servant.

A. gratuitously allows B. by himself and his servant, to use a shed for a particular purpose.

Held, that B is not liable for negligence, not connected with his employment, of which the servant is guilty while using the shed, and by which the shed is burnt down.

REVIEWS.

TABLE OF STAMPS TO BE USED IN PAYMENT OF FEES ON LAW PROCEEDINGS. Published by C. A. Backus, Booksellers, &c., Toronto Street, Toronto.

This appears to be a useful as well as a careful compilation. The author, though a barrister, has not seen fit to make known his name as the compiler. He perhaps thought that the work was not of sufficient merit or importance for him publicly to identify himself with it. Perhaps at some future day we shall know more about him as an amateur or compiler. In the mean time he need not be at all ashamed of the little brochure before us. A knowledge of the different kind of fees payable to the Crown on law proceedings, and the amounts of those fees, is absolutely necessary to all who may be called upon to issue writs, file affidavits, or take other proceedings in the courts. The want of that knowledge may not only result in the loss of stamps thrown away, but in void procedure, followed by consequences most serious. It is the aim of the compilation before us to bring home that knowledge in convenient form to all who need it. We cannot vouch for its accuracy in detail; but as we have some knowledge of the compiler, we trust we can with confidence recommend his compilation. The price is only twenty-five cents.

APPOINTMENTS TO OFFICE, &c.

JUDGE.

JAMES JOSEPH BURROWES, of Osgoode Hall, Esquire, Barrister-at-Law, to be Judge of the County Court in and for the Counties of Lennox and Addington. (Gazetted October 1, 1864.)

SHERIFF.

OLIVER THATFORD PRUYN, Esquire, to be Sheriff of the Counties of Lennox and Addington. (Gazetted October 1, 1864.)

COUNTY CROWN ATTORNEY.

WILLIAM HENRY WILKINSON, of Osgoode Hall, Esquire, Barrister-at-Law, to be Clerk of the Peace and County Crown Attorney in and for the Counties of Lennox and Addington. (Gazetted October 1, 1864.)

CLERK OF COUNTY COURT.

JOHN B. McGUIN, Esquire, to be Clerk of the County Court in and for the Counties of Lennox and Addington. (Gazetted October 1, 1864.)

CORONERS.

THOMAS CHAMBERLAIN, Esquire, M. D., and SAMUEL CRAWFORD MACDONNELL, Esquire, Coroners, County of Lennox and Addington. (Gazetted October 1, 1864.)

JOHN LANG BRAY, Esquire, M. D., Associate Coroner, County of Kent. (Gazetted October 29, 1864.)

JOHN SHEET, RICHARD KIDD and COLLIER M. CHURCH, Esquires, Associate Coroners, County of Carleton. (Gazetted October 29, 1864.)

NOTARIES PUBLIC.

JAMES P. GILDERSLEEVE, of Kingston, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada. (Gazetted October 29, 1864.)

EDWARD P. REMON, of Ottawa, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted October 29, 1864.)

TO CORRESPONDENTS.

"L. S.," under Division Court Correspondence.

"Collector," "Student," "A. B.," and "Subscriber," under General Correspondence.