

The commission they receive reads: "To have, use, and exercise the power of drawing, passing, keeping, and issuing all deeds, contracts, charter parties, and other mercantile transactions; and also to att st all commercial instruments that may be brought before them for public protestation; giving and granting unto them all the rights, profits and emoluments appertaining and rightfully belonging to the said calling of Public Notary."

By Con. Stat. U. C., cap. 42, sec. 22, I find 50 cents given as fee for protest, and 25 cents for each notarial letter; and Con. Stats. Canada, cap. 57, sec. 1, repeats these fees; but I have been unable elsewhere to discover what "emoluments appertain" and "rightfully belong" to Notaries Public, for the "deeds, contracts, charter parties, mercantile transactions," &c., which they are empowered to "draw, pass, keep, and issue."

In the rural districts, where there are no Lawyers, the great bulk of the local conveyancing of Upper Canada finds its way into the hands of the Notaries Public; and being, with but few exceptions, men of intelligence, I have no doubt the instruments they prepare are satisfactory to their patrons. But can it be possible that no provision has been made for their fees? I have conversed with many of them—all as ignorant in relation to the "rightful emoluments" to which they are entitled, as I am myself. As their numbers are fast becoming formidable, can you throw light upon their "profits?"

Then again, nearly the whole of the Notaries Public are Commissioners for taking affidavits, &c., in B. R.; but in vain do they turn for information as to fees to the Con. Stats., for beyond providing for the payment of 20 cents for bare administration of affidavit, there appears to be nothing said; while they are empowered to receive "recognizance or recognizances of bail," &c., from parties for whom they must necessarily in many instances prepare the documents.

Some information on the matters spoken of above would greatly oblige a numerous class of readers.

Yours, &c.,

Merrickville, Oct. 24, 1862.

JOHN MUIR.

[1. In Upper Canada, conveyancing is open to all the world. Any man who deems himself possessed of sufficient intelligence may prepare "deeds, contracts, charter parties," &c. The price is not regulated by any statute or rule of court. It fluctuates like the prices of the country tavern keeper or the village blacksmith. It may be less or more, according to the bargain entered into between the contracting parties.

2. A Commissioner for taking affidavits, recognizances, &c., is an officer of the courts. His fees are regulated by the rules of court. In the tariff made by the Judges of the Queen's Bench and Common Pleas we find the following:

COMMISSIONER.

For taking every affidavit.....	£0	1	0
For taking every recognizance of bail.....	0	2	6

These are the only fees which the Commissioner is by law entitled to receive. These are the only duties which properly appertain to his office. His duty is to take affidavits, recog-

nizances, &c., not to draw affidavits, recognizances, &c. If he do the latter he does more than is expected of him, and he must get his pay as best he can.—Eds. L. J.]

MONTHLY REPERTORY.

COMMON LAW.

C. P. BUCKMASTER ET AL. V. RUSSELL.

Statute of Limitations—Acknowledgment of debt—New promise.

The following contained in a letter: "I have received a letter from Messrs. P. & L., solicitors, requesting me to pay you an account of £40 9s. 6d. I have no wish to have any thing to do with the lawyers, much less do I wish to deny a just debt. I cannot however get rid of the notion that my account with you was settled when I left the army in 1851. But as you declare it was not settled, I am willing to pay you £10 per annum until it is liquidated. Should this proposal meet with your approbation, we can make arrangements accordingly."

Held, not a sufficient acknowledgment to take the debt out of the Statute of Limitations by which it was previously barred.

Quære whether, if the offer in the letter had been accepted, an action would have lain for the annual instalments?

EX. WHITE V. BEETON.

Condition precedent—Part performance of agreement.

The plaintiff by an agreement, in consideration of a sum of money to be paid him by the defendant for certain shares held by plaintiff in a loan and discount society, promised that all the property of the said society and all the interest and emoluments arising therefrom should vest in and exclusively belong to defendant. The plaintiff transferred his shares to defendant, who received and accepted them; but A. & B. refused to deliver the shares in their hands respectively.

In an action by the plaintiff for payment—*Held*, that the transfer of the shares of A. & B. was not a condition precedent to plaintiff's right to recover; and that even if it were so, the defendant had made himself liable by accepting part of the consideration.

M. R. POOL V. MIDDLETON.

Vendor and purchaser—Specific performance—Contract to sell shares in a joint stock company—Powers of directors jus disponendi.

Specific performance was decreed of a contract by a shareholder to sell shares in a joint stock company, although the directors of the company objected to the transfer of the shares being made to the person with whom the contract was entered into.

A clause in the deed of settlement of a joint stock company that no shareholder shall transfer his shares except in such manner as the directors should approve, does not authorize the directors to prohibit a shareholder from contracting to sell his shares.

Shares in a joint stock company are in the nature of property, and are subject to the *jus disponendi* incident to property.

L. J. PICKLES V. PICKLES.

Power—Appointment—Fraud.

P. being tenant for life, with an exclusive power of appointment among his children, grants to G. a lease of certain property, and at the same time executes a will appointing the daughter who concurs with her father in a bond to uphold G's title; and P. having died, one of his sons filed a bill against his sister to upset the appointment, on the ground that it was made in consequence of a corrupt bargain.

Held on the evidence, that the appointment was not made on any previous bargain, but that it was the result of instructions long before given; and bill dismissed with costs.