

or disposition without her consent, in as full and ample a manner as if she were sole and unmarried.

It has not been shown what the provisions of the will of the late Mr. Harris were; but the attorney for Mrs. Muir stated on oath that the moneys were the sole and only property of Mrs. Muir, and were a portion of certain moneys settled on her and her issue by Mr. Harris, and are by the terms of the settlement entirely beyond the control of her husband or his creditors. He is here speaking of the principal moneys, for on the argument the money in question is spoken of as the interest which Mrs. Muir had received and deposited in her own name and to her own credit. It is now in court, having been paid in at her suit, her husband joining in the action.

I take it for granted that in making so great and so sudden a change in the law of property as this statute (Con. Stat. U. C. cap. 73) did, the Legislature intended to save the rights of those who had made contracts on the faith of the law as it stood before the passing of this act. The money in dispute would then have been Muir's. But under the circumstances disclosed on oath and admitted on the argument, the statute leaves the rights of the parties as if no change had been made in the law. This money ought therefore, I think, to be paid to the judgment creditor.

Order accordingly.

CORRESPONDENCE.

School Trustees—Contract—Penalty.

TO THE EDITORS OF THE LOCAL COURTS' GAZETTE.

GENTLEMEN,—Will you please answer the following in your next issue.

The trustees of a school section let a contract for an addition to be built to the school house within a certain time under a penalty. The time is out and the work not nearly finished, nor will it be for some time. Have the trustees the power to remit the penalty?

Yours, RATESPAYER.

[The penalty is only good to the amount of injury actually sustained. The trustees have perhaps no right to release the penalty; but it is a question of expedience in view of all the facts of every individual case, whether the trustees should risk an action to enforce a penalty. A sound discretion should be exercised.—Eds. L. C. G.]

Registry laws — Chain of title — Heirs.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—The proposed changes in the Registry Law, while calculated to increase its efficiency, hardly, I think, embrace all the alterations to be desired. Would it not be well further to amend the law by providing

some method by which the title of *heirs* should appear on the registry books? It seems to me an obvious defect in our system of registration that no such provision at present exists. Where title is claimed through an intestate a *hiatus* appears upon the face of the abstract, a link is wanting to complete the chain of the title which has to be supplied by outside proof. Would it not be advisable to adopt some plan by which all the evidence which would be necessary to enable the claimant to prove his claim in court should be placed on record and so preserved? Some such arrangement, besides affording the heir additional facilities for making a good title, would in many cases be a saving of trouble and expense to parties searching the books.

Yours respectfully,

T. PHILLIPS THOMPSON.

St. CATHARINES, C. W., Sept. 7, 1865.

[Some such arrangement as our correspondent proposes would, if practicable, tend much to the completeness of records of title. We recommend the suggestion to the attention of our law makers.—Eds. L. J.]

Chattel mortgages — Charge for copying — When not done by clerk — Legality of charge for search when mortgage more than two years old.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—Will you give the public the benefit of your views on a matter about which there is a difference of opinion?

1st. When a party makes a search of a chattel mortgage, and takes certain extracts (*e. g.*, date, parties, and articles mortgaged), have I any right to charge him more than 10 cents? The party does not want a copy of the mortgage at all, but simply for his information takes a short memorandum of those particulars.

2nd. Have I any right to charge 50 cents if the chattel mortgage is more than two years old, on the ground (*vide* C. C. Tariff of Fees) that it is a search "exceeding two years," or a "general search," which the tariff provides for?—"Every search exceeding two years, or a general search, 50 cents." Some lawyers say that this has reference only to searches in suits, and that I have no right to charge 50c., but must be guided by the charges given by the Chattel Mortgage Act.