

EVANS V. VOLNEY—DIGEST OF ENGLISH LAW REPORTS.

Fraser, Q.C., contra, contended that the Referee was acting under an Ontario Act, which could not give him any jurisdiction under a Dominion Act. That even if the words of the Dominion Act were wide enough to enable a Referee to make such an order, the order of reference in this case was too limited to enable the power to be exercised. That, even by consent of both parties, the Referee could not and would not have authority. That the order must be made or permission given by "Court or a Judge," and that a Referee is not either the one or the other. That the Court or Judge could not delegate the power, and it has not been done.

Further, that the stamps should have been affixed on the day when the error was discovered,—nearly a week previously.

That the only issue on the record was, that the notes are not properly stamped, and that if plaintiff were now allowed to double stamp, a new issue would be raised as to whether the double stamps were affixed at the proper time.

He cited *Le Banque Nationale v. Sparks*, 2 App. Rep. 112; *Waterous v. Montgomery*, 36 U. C. R. 1; *Boyd v. Muir*, 26 C. P. 21; *House v. House*, 24 C. P. 526; *3rd National Bank v. Cosby*, 43 U. C. R. 58; *Boustead v. Jeffs*, 44 U. C. R. 255.

McDONALD, Co. J., the Referee, reserved his decision, and on the following day gave judgment, holding that he had power to permit the double duty to be paid, and allowed it to be done. As to the lapse of time, he held that, as the plaintiff's counsel had applied for permission when the evidence showed the necessity, and he (the Referee) had allowed the application to stand, the plaintiff was not in fault.

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR FEBRUARY, MARCH, AND APRIL, 1879.

ACCOUNT CURRENT.—See MORTGAGE, 2, 4; SURETY.

ACTION.

A claim for goods lost by a common carrier, alleging a contract to carry the goods safely

for hire, and a breach, was held to be an action "founded on contract," not on tort.—*Fleming v. The Manchester, Sheffield, & Lincolnshire Railway Co.*, 4 Q. B. D. 81.

See JUDGMENT.

ADJACENT SUPPORT.—See EASEMENT.

ADMINISTRATION.—See WILL, 4.

ADVANCES.—See MORTGAGE, 4.

AGENT.—See DIRECTOR.

APPROPRIATION.—See SURETY.

ARBITRATION.—See PARTNERSHIP, 2.

ATTORNEY AND CLIENT.—See LIEN, 2.

ATTORNMENT.—See MORTGAGE, 2.

BANK.—See MORTGAGE, 2, 4; SURETY.

BILL OF SALE.—See MISDESCRIPTION; SALE, 3, 4.

BROKER.—See LIEN, 1.

CAVEAT EMTOR.—See SALE, 1.

CHARTER-PARTY.—See INSURANCE.

CHILDREN.—See WILL, 1.

CLASS.—See WILL, 2.

CONDITION.—See LIMITATIONS STATUTE OF.

CONSTRUCTION.—See INSURANCE; MORTGAGE, 3; RIGHT OF WAY; WILL, 5, 6.

CONTRACT.—See ACTION; CORPORATION.

CONVERSION.

G. bequeathed personal estate, in trust, to be converted by the trustees into real estate. They converted portions of it, and subsequently all the limitations of the trust failed. Held, that the portions turned into real estate before that failure, went direct to the next of kin, as real estate, not to the executor for distribution as personal estate. The heirs-at-law or devisees of deceased next of kin, not their personal representatives, took. *Reynolds v. Godlee*, (Joh. 536, 582), overruled.—*Curteis v. Wormald*, 10 Ch. D. 172.

See SALE, 2.

COPYRIGHT.

Two books entirely different in contents and character, were published, each under the title, "Trial and Triumph." Held, that a copyright in the title might be claimed, though the books were quite different.—*Weldon v. Dicks*, 10 Ch. D. 247.]

CORPORATION.

By act of Parliament, it was provided that every contract involving above £50, made by a public corporation like the defendant, should "be in writing and sealed with the common seal." The jury found that the defendant corporation verbally authorized its agent to order plans for offices of the plaintiff; that the plans were made, submitted, and approved; that the offices were necessary, and the plans