

be made therefor during the present session of the Provincial Legislature.

I shall take another opportunity of putting my views before the Legislature on this whole subject of Law Reporting, and of suggesting the provision which I think should be made for bringing up the arrears, and for a satisfactory continuance of the work, and I shall then contentedly leave the whole question to their decision.

This work contains all the decisions of Michaelmas Term, 1865, all the judgments of the Judge in Equity and the Associate Judges in an important Equity case involving the disposition of real estate worth over £30,000,—several Equity decisions,—all the judgments of Trinity Term, 1866, except a few of the oral ones, and several decisions of December, 1866, and January, 1867. As I was anxious that this Part should contain as many decisions as possible, and as several of the oral decisions of Trinity Term, 1866, some of which are of considerable importance, would require more time to prepare them for the press, than I can spare just now, I have determined to publish the work without the oral decisions just referred to. The pages from 336 to 369 will be occupied with these decisions, and will (D. V.) appear in the second part of this volume.

Among the decisions will be found the important case of *McIntosh v. Cullen*, in which the whole Bench, for the first time, as far as my knowledge extends, decided that a contractor could recover on a written contract, although he had avowedly departed to some extent from its terms, provided he had substantially performed the work, and had not fraudulently or wilfully deviated from the terms of the contract.

In this work will also be found the case of *The Queen v. Dowsey, Douglas, and others*, commonly known as the *Zero* case. This was so very remarkable a case that I judged it worthy of permanent preservation even in a historical point of view. I thought it was also worthy of being permanently recorded, from the fact that the Court under the Dominion Acts still retains the power to reserve a case, as was done in this instance.

In the following pages there is also the remarkable case of *Bartshorne et al. v. Wilkins et al.*, the decision in which, as to