

## COMMON LAW.

C. P.

Feb. 10.

PRITCHARD v. THE MERCHANT'S AND TRADESMAN'S MUTUAL LIFE ASSURANCE SOCIETY.

*Life assurance—Payment after the death of the person insured—Days of grace.*

By a policy of insurance the premium was to be paid annually on the 13th of October. By the conditions endorsed the policy was to become void and the premiums forfeited, if the annual premiums were not paid within 30 days after they became due; the policy, however, might be revived on certain conditions, if satisfactory proof could be given of the health of the person insured. The person insured died on the 12th of November, the previous premiums not having been then paid; on the 14th of November this premium was paid and accepted by the defendants, who at the time were ignorant of the death of the person insured.

*Held*, that the defendants had not by accepting the premium waived their right to insist on the conditions of the policy, the money having been accepted under a mistake of fact.

*Semle also*, that if the premium had been tendered within the 30 days, that the assured being dead, the office were not bound to accept it.

EX.

LEY ET AL V. PETER.

Feb. 2, 5, 6, 25.

*Statute of Limitations—Tenancy at will—Authority of land agent.*

The defendant's grandfather had been owner of two undivided thirds of a meadow, and held the other third under a lease, which expired in 1818. The father of the defendant and defendant succeeded in their turn; and at the time the action was brought, the defendant was owner of the two-thirds, and occupied the whole, no rent having been paid since 1818. The only evidence relied upon for the plaintiffs was a letter of the land agent, who managed the defendant's property, written within 20 years of the action being brought, in which he said the defendant "Would no doubt accept a lease of Ley's one-third at a fair rack-rent."

*Held*, in ejectment for the one-third. First, that this was not an acknowledgment of title within 3 & 4 William IV, cap. 7, sec. 14, as not being signed by the person in possession, but only by an agent.

Secondly, That the land agent had no authority by virtue of his employment as such to write such a letter. MARTIN B., *dissentiente*.

Thirdly, That the letter was no evidence of a tenancy at the will of the plaintiff.

V. C. W.

MARTIN v. THE WEST OF ENGLAND INSURANCE COMPANY.

March 1.

*Policy of Insurance—Debtor and Creditor—Mistake—Notice.*

A. appealed to the Assurance Company in which he was assured and from which he had already obtained a loan, for a further loan on the security of a reversionary interest to which he was entitled contingent upon his surviving; B. who was also a trustee of the fund, his existing policy and such further assurance as the Company might think necessary.

The proposal was accepted by the directors, and their solicitors was directed to prepare the security. It was necessary that the further policy should be effected in another office as A. was assured in the W. office to the full extent allowed. The security for the loan which contained an assignment of the new policy treated such policy as effected by A. in his own name and was executed by A. with this understanding. The policy was in reality effected by the security in the name of the W. office and not in that of A.

A. died shortly after executing the deed and before the money thereby secured had been advanced to him, a difficulty having arisen from the refusal of B. to notice of the deed.

*Held*, that the proceeds of the policy, subject to the charges and payments of the W. office belonged to A's estate, the Company not being entitled to avail themselves of the mistake of their security as against the agreement concluded between the parties which was not affected by the refusal of B. to receive notice of the transaction.

## REVIEW.

THE LEGAL JOURNAL, Pittsburgh, Pa., United States. Published every Saturday Evening, at two dollars per annum in advance. Edited by THOMAS J. KEENAN, Prothonotary of the Superior Court of Pennsylvania, W. D.

This Journal has lately commenced a new series, and bids fairly to acquire more than local support. It is explained that hitherto it has been owned, conducted, and published in connexion with a daily paper, and as is reasonable to suppose, could not well have received that separate labor, attention and care which its successful management requires; but that separated as it now is from every other establishment, it will be free from many disadvantages which hitherto prevented it from being what the Editor hopes to make it for the future. He purposes to devote to the paper his untiring efforts to make it, as far as lies in his power, a most useful and interesting publication to the legal profession, and also to every intelligent citizen desirous of keeping himself well informed as to the construction given by the Courts to the laws which protect and govern his property and personal rights. Judging from the numbers before us, the Editor is faithful to his promise, and thoroughly bent on the execution of his purpose. Every number abounds with decided cases in advance of the regular series; and considering the office which the Editor holds—that of Prothonotary to the Superior Court of Pennsylvania, W. D.,—there can be no room to doubt their entire accuracy. We have been much pleased in perusing the reported cases, several of which if cited could not fail to command the respect of every tribunal where English law is administered. We particularly admire the comprehensive and lucid epitome or digest which precedes each case, an essential, in our opinion, to every well reported decision, where many are reported together. With the *Legal Intelligencer* published in Philadelphia, which is now in its fifteenth volume, and the *Legal Journal* published in Pittsburgh, which is now in its sixth volume, the legal profession in Pennsylvania have good reason to be satisfied and proud.

THE UNITED STATES INSURANCE GAZETTE for August is received, and as usual is replete with matter useful to underwriters, and all others interested in the business of Insurance. It is much to be prized for its judicious selections from the Insurance laws of the different States of the Union—selections which might with advantage be studied by the legislators of Canada.

## APPOINTMENTS TO OFFICE, &amp;C.

## SPECIAL COMMISSIONERS.

The Honorable ROBERT EASTON BURNS, one of the Judges of the Court of Queen's Bench, and the Honorable JOAN GODFREY SPRAGUE, one of the Judges of the Court of Chancery, and JAMES ROBERT GOWAN, Judge of the County Court of the County of Simcoe, under the provisions of the 14th sect. of the Act 22 Vic. cap. 93, for the purposes mentioned in the said Act.—(Gazetted August 31, 1858.)

## SHERIFFS.

WILLIAM GLASS, Esquire, to be Sheriff of the County of Middlesex.—(Gazetted August 23, 1858.)

## REGISTRARS.

JAMES FERGUSON, Esquire, to be Registrar of the County of Middlesex.—(Gazetted August 23, 1858.)

## CORONERS.

WALTER BOYD and DANIEL D. CAMPBELL, Esquires, to be Associate Coroners for the County of Perth.—(Gazetted August 21, 1858.)

## RETURNING OFFICERS.

LORENZO D. RAYMOND, Esquire, to be Returning Officer for the Village of Welland.—(Gazetted August 21, 1858.)

## TO CORRESPONDENTS.

Otto Klotz.—Sigma.—M. McP., under Division Courts.  
W. A. Wallis.—Alexander Scott, under General Correspondence.  
A Student, London, too late for this number.—C. P. McG., Thoro'd. after Oct 1.