

Q. B. EX PARTE WALLIS.

Attorney—Service of Clerk under articles—Death of Master—Assignment.

A clerk, duly articulated to an attorney, served a portion of his time with his master. Upon his master's dying negotiations were entered into for the transfer of the business, and assignment of the clerk; but the assignment was not executed till about a month afterwards. During that time the clerk continued to serve in the office of his late master.

Held, that the interval between the death of the master and the execution of the assignment could not be allowed to count.

EX. GIBSON V. ORICK.

Contract—Agency—Right of Broker to commission.

Although the broker who introduces the customer is entitled to his commission, and it may be a question for the jury (partly upon custom) which of two brokers has in fact introduced the customer (*Cunard v. V'n Oppen*, Post. & Fin. 716), yet where the broker introduces a party who introduces another broker, through whom (by the intervention of another party) a charter is effected by the negotiations between him and the agent of the owner, the first broker is not entitled to recover commission, and witnesses cannot be asked as to the effect of a supposed custom in such a case to entitle him to claim commission, as his agency is too remote, so that the custom would not be legal or reasonable.

CHANCERY.

L. J. WILDE V. WILDE.

Practice—Staying proceedings—Costs.

Where a defendant satisfies the claim of the plaintiff before the hearing, the plaintiff cannot, on a motion to stay proceedings, make the defendant pay all the costs of the suit.

M. R. WEBSTER V. WEBSTER.

Foreign attachment—Lord Mayor's court—Assignment of moneys in hands of garnishees—Notice of attachment

A foreign attachment in the Lord Mayor's court only operates upon those moneys in the hands of the garnishees, in respect of which the debtor could have brought an action at the time of the attachment, or at any time between the issuing thereof and the entry of the pleas of the garnishees.

Where, therefore, before the attachment, the debtor had assigned all his interest in the property sought to be attached, and notice thereof was given to the garnishees, it was held that the attachment had no operation as against the assignee.

V. C. S. SAUNDERS V. ROTHERSON.

Will—Sale of business—Residuary legatee—Employment of manager.

A testatrix, after giving certain legacies, bequeathed her estate and effects to R upon trust to sell the same except a certain leasehold house, in which she directed him to continue her business under the management of W. Then, after directing R, on the expiration of the lease, to sell the goodwill, &c., or, at his discretion, to defer such sale until payment of legacies, she gave the residue of the estate to S.

Held, that S. was not entitled to have an immediate sale.

V. C. K. FAULKNER V. LEWELLYN.

Practice—Common order to elect.

Upon a bill filed for specific performance of a contract to take a lease, a motion is made for payment of a year's rent into court, and such motion is refused on the ground of possession not having been taken under the contract. The plaintiff then sues the defend-

ant at law, and the defendant gets the common order to elect. On motion to discharge such order for irregularity—

Held, that the common order was the proper course, and on the undertaking of the plaintiff to abandon all relief in respect of rent prior to the contract, and to amend by striking out such relief, all proceedings under the order to elect stayed, the plaintiff paying the costs of the motion, and the defendant having the option of paying in the rent within a fixed time, the action being stayed.

V. C. K. FOX V. CHABLTON.—CHARLTON V. HALL,
HALL V. FOX.

Will—Construction—Power—Election.

C. having made an *feoffment* of property at B., accompanied by livery of seizin, in favour of his daughter M., absolutely, she, by a declaration of trust of ever date, agrees to hold such property in trust for herself and her two brothers and sister, in such shares as C. should by deed or will appoint, and in default of appointment, in trust for them, their heirs and assigns equally. C. continues in possession during his life, and by his will and codicil not referring to the power, leaves his property at B. to trustees, his son being one, upon certain trusts in favour of his daughter and his two sons and their children, with gifts of other property to his sons and to his grand-daughters. Suits being instituted to administer the trusts of the will and *feoffment*, it is found that the trusts of the latter were binding at the testator's death and he having very small property at B., besides that mentioned in the *feoffment* and declaration of trust, questions are raised as to whether the will is an exercise of power, and whether the two sons are not put to their election as between the *feoffment* and will.

Held, that the testator intended by his will to give the whole of his property at B., there being a good exercise of the power *pro tanto*, and that the two sons, but not the daughter, were put to their election.

APPOINTMENTS TO OFFICE, &C.

JUDGES.

SKEFFINGTON CONNOR, LL.D. and Q.C., of Osgoode Hall, Esquire, Barrister-at-Law, to be a Puisne Judge of Her Majesty's Court of Queen's Bench for Upper Canada, in the room and stead of The Honorable Robert Easton Burns, deceased.—(Gazetted, January 31, 1863.)

CORONERS.

GEORGE BELLINGTON, Esquire, M.D., to be an Associate Coroner for the County of Middlesex.—(Gazetted, February 7, 1863.)

Kennon L. Cook, Esquire, M.D., to be an Associate Coroner for the United Counties of Northumberland and Durham.—(Gazetted, February 14, 1863.)

JOHN GUN, Esquire, M.D., to be an Associate Coroner for the County of Grey.—(Gazetted, February 14, 1863.)

ALFRED E. ECKROYD, Esquire, M.D., to be an Associate Coroner for the County of Wellington.—(Gazetted, February 21, 1863.)

ALFRED E. ECKROYD, Esquire, M.D., to be an Associate Coroner for the County of Grey.—(Gazetted, February 21, 1863.)

JOHN N. REID, Esquire, M.D., to be an Associate Coroner for the United Counties of York and Peel.—(Gazetted, February 21, 1863.)

NOTARIES PUBLIC.

ALFVANDER G. MACDONELL, of Morrisburgh, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, February 7, 1863.)

JOHN G. STIKEMAN, of Toronto, Esquire, to be a Notary Public in Upper Canada.—(Gazetted, February 7, 1863.)

EDMUND JOHN SENSLER, the younger, of Brockville, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, February 7, 1863.)

WILLIAM H. BEATY, of the City of Toronto, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, February 14, 1863.)

GEORGE GREER, of Brantford, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, February 21, 1863.)

BRITTON BATTE OSLER, of Dundas, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, February 21, 1863.)

TO CORRESPONDENTS.

A LAW STUDENT.—Under "General Correspondence."

CLERK 6TH DIVISION COURT, CO. NORFOLK.—ENQUIRER.—Under "Division Court Correspondence."