

It should be the same as in the case of sheriff's "necessary disbursements in case of removal of property" seized, &c.

"10thly. That for advertising each sale the bailiff be allowed the sum of 2s. 6d."

The officer is required to draw and put up notices of sale in the three most conspicuous places in the township, and the charge for it appears moderate.

The language in the proposed table requires some emendation. It may be open to question as it stands in respect to some of the items; and there is an incorrectness in terms which should be looked to before it is finally submitted for action.

The question, and the main question is, are bailiffs properly remunerated for their labour and responsibility? With a knowledge of their duties, and consequently being able to speak positively, we say they are not. The office is a most responsible one, requiring intelligence, education, and great personal activity. To secure men of this stamp, you must hold out the inducement of a reasonable reward. The old tariff was fixed when a labourer's wages was from 2s. 6d. to 3s. 9d. per day: now it is about double that rate, and the necessaries of life have also nearly doubled in value. The price of a good horse was formerly about £15: now the same description of animal would cost from £30 to £35; and a horse, after being two years worked by a bailiff in full business, is only fit to hobble round a farm.

The Division Courts are growing in importance every year, and bailiffs are the very bone and sinew of their efficiency; with a half-paid set of bailiffs the business will be carelessly and inefficiently performed; pay them fairly and you hold out the inducements of a permanent paying office, and thereby secure to the public men whose interest it is to serve them well.

The "Manual on the Duties of Bailiffs in the Division Courts," is necessarily crowded out this time to make room for the foregoing.

## U. G. REPORTS.

### GENERAL AND MUNICIPAL LAW.

(Reported by C. Robinson, Esq., Barrister-at-Law.)

(Hilary Term, 20 Vic.)

#### GEORGE MORDERLY V. THOMAS BAINES AND THOMAS SHORTIS.

*Promise to pay in consideration of forbearance to or discharge of third party—Proof of forbearance or discharge—Forbearance to exercise a doubtful right—A plea for a good consideration.*

(15 Q. B. R. 25.)

C. had contracted with defendants to carry their lumber from Collingwood to Chicago, and had chartered the plaintiff's vessel for that purpose. C. being indebted to the plaintiff, gave him two orders on defendants amounting to £211 10s. 6d. Defendants did not accept the orders formally when presented,

but retained them and gave the plaintiff a written authority to draw on them at ten days on the return of the vessel to Collingwood. The plaintiff drew accordingly, but defendants then told him that C. had been over-paid by them, and they refused to accept. It was shown that the plaintiff had threatened to detain the lumber on its arrival at Chicago if his claim was not paid, and was told by defendants that it would be satisfied out of the moneys coming to C. on the return of the vessel.

*Held*, that the plaintiff was entitled to recover from defendants, for that the evidence sufficiently showed a discharge of C. by the plaintiff, or a giving time to him until ten days after the return of the schooner, either of which would form a good consideration for defendants' promise.

*Quere*, whether plaintiff's forbearing to detain defendants' lumber as he had threatened would have been a sufficient consideration, it being unknown to the parties whether the law at Chicago would allow him such right, though our law clearly would not.

#### BAIN V. GOODERHAM ET AL.

(15 Q. B. R. 33.)

Where flour is guaranteed to inspect of a particular grade, such as "No. 1, Superfine," it must inspect sweet of that grade. If it inspects as of the grade contracted for, but sour, the guarantee is broken.

#### HEWITT V. CORBETT, SHERIFF.

*Assignment—Construction of—Return to Fi. Fa.*

(15 Q. B. R. 39.)

By an assignment of all the assignor's "stock in trade, goods, wares, merchandise, groceries, household furniture, and moveable personal property in, upon, or belonging to his store, dwelling, warehouse, wharf and tenements in Ontario street, in the city of Kingston, or elsewhere (save and except and excluding the goods and chattels of the said J. F.," the assignor, "in the possession, control, or charge of David McWhirter, of Adolphustown only, and also all his stock in the Kingston Marine Railway Company."

*Held*, that shares in the Bay of Quinte Steamboat Company would not pass.

The Sheriff having, however, sold such shares under execution and received the money, could not return *nulla bona*, on the ground that they were not properly saleable under the writ.

#### WALKER AND THE MUNICIPALITY OF BURFORD.

*Survey—12 Vic., cap. 81, sec. 31—13 Vic., cap. 83, sec. 8—Laying rate.*

The statute 12 Vic., cap. 35, sec. 31, provides for a survey of *concession lines* being made, on application to the Governor by the municipal council, which application need not be at the request of the landholders. The 13th Vic. cap. 83, sec. 8, provides for making a survey, and placing monuments to mark the front and rear angles of lots, on application to the Governor by the municipality, made at the request of one-half the resident landholders to be affected.

An application was made under the first act, without any request of the landholders, to mark out concession lines, and under it the survey provided for in the second act was afterwards made, to define the boundaries of lots: *Held*, that such survey was illegal.

The rate to pay for a survey, made under these acts, must be levied not upon the assessed value of the land, but in proportion to the quantity held by the respective proprietors.

(15 Q. B. R. 82.)

J. Duggan moved last term to quash by-law No. 61 of the township of Burford, passed on the 13th Sept., 1856.

1st. Because the inhabitants of the 13th and 14th concessions of Burford made no application to the municipality, such as the statute 13 Vic., cap. 83, sec. 8, required in such a case.

2nd. Because no application was made by the municipality to the government according to the statute, as stated in the by-law.