

Held, that proof of the house being closed at 12 o'clock, and that at 2 o'clock a person was seen drinking in the house, who was afterwards let out, was not evidence to support the conviction.

In an appeal from the decision of two Justices, it was argued that there was no evidence that the house was opened for the sale of beer, and that the person who was seen drinking was not shown not to be a traveller. Also, the Act enacts two offences, the sale of beer and the opening the house after 12 o'clock on Saturday night.

The Court held the *onus probandi* that the person was a traveller lay upon the defendant, since 11 & 12 Vic. c. 43, and that there was no evidence that the house had been opened after hours. It was opened to let the person out, but that was not the offence charged.

Q. B. REGINA v. CUDHAM. January 15.
Poor—Settlement—9 & 10 Vic. c. 66, s. 1—Irremovability of a widow after her husband's death.

A widow, not having resided five years in a parish at her husband's death, is not irremovable, although her husband had resided continuously in the parish for more than twenty years previously and up to the date of his death.

An appeal was made against the order of justices for the removal of a pauper from one parish to another, and it was contended that as the husband was irremovable at the time of his death and therefore the wife was so too, and as she had done nothing to loose that status she was not liable to be removed after his death.

COMPTON, J., said the proviso in the section merely enacts, that whilst the husband cannot be removed the wife and children shall be irremovable, in order that families may not be separated, but this cannot apply when there is no husband.

CHANCERY.

M. R. MILLAR v. ELWIN. July 1.
Practice—Pro confesso—Notice.

Under the 79th order of May, 1845, four notices in successive weeks held sufficient compliance with the order, though the day for which notice was given was five weeks after the first insertion.

B. C. IN THE MATTER OF —, ATTORNEY AND HIS Nov. 25.
ARTICLED CLERK.
Attorney—Articled clerk—Opposition to swearing in—disclosure of information obtained as clerk.

Where upon the opposition by the master of an articled clerk to the clerk being sworn in as an attorney, upon the ground that he had disclosed information as clerk, the charge was indistinctly stated in the affidavit, the clerk was at once allowed to be sworn.

There was nothing distinctly stated against the clerk, but the court said the attorney might object within a year.

W. R. COLLINS v. COLLINS. Dec 11, 13.
Arbitration—Vendor and Purchaser—Common Law Procedure Act 1854, s. 12.

Where vendor and purchaser entered into a contract for sale at a price to be determined by two valuers named in the agreement and as to matters in difference between the valuers by an umpire whom the valuers were directed to appoint before entering upon the valuation.

Held, that this was not an arbitration within the 12th section of the Common Law Procedure Act 1854, and that on failure of the valuers to appoint an umpire, and on the other steps provided in the Act having been taken, the Court had no jurisdiction to appoint an umpire.

Seem, that if in course of a treaty for sale disputes and discussions arise between vendor and purchaser as to the price to be

fixed and they thereupon agree to refer the price to the valuation of certain persons, this would be an arbitration within the meaning of the 12th section of this said Act.

V. C. K. LINCOLN v. WRIGHT. Dec 14.
Mortgage by parol—Statute of Frauds—Constructive trust—Costs.

L makes a parol agreement with W for the sale of his life interest on certain property on the terms as L alleges of W. repaying himself interest and principal out of the rents, L paying the premiums on a policy of insurance on his life and being allowed to reside in his house and lands, there being at the same time a simple conveyance to the defendant of W's direction. W writes letters stating that the conditions were mistaken, and leaving out the condition of repayment and dies and his devisee brings an action of ejectment against L. L files a bill to restrain the action setting up the agreement and asks for a declaration that the defendant is a trustee for him and for an account. L and one witness swear to the agreement and two witnesses of the defendant swear that W denied that there was such an agreement.

The defendant objects that the suit is informal as a redemption suit, the representative of W not being a party, and as a suit for specific performance untenable under the statute of Frauds.

Held, that the statute of Frauds does not apply that the evidence is in the plaintiff's favor and a decree for redemption is made on bringing the representative of W before the court. No costs up to the hearing, and thence redemption costs.

APPOINTMENTS TO OFFICE & C.

COUNTY CROWN ATTORNEYS.

IRA LEWIS, of Osgood Hall, Esquire, Barrister-at-Law, to be County Attorney in and for the United Counties of Huron and Bruce, in the room and stead of Alexander Wood Strachan, Esquire, deceased.—(Gazetted 2nd April, 1859.)

CORONERS.

WILLIAM N. HUTT, Associate Coroner, County of Lincoln.
EMANUEL B. SPARHAM, Esquire, M.D., and DANIEL BROWN, Esquire, M.D., Associate Coroners, United Counties of Leeds and Grenville.
WILLIAM FRANCIS LEWIS, Esquire, Associate Coroner, County of Carleton.—(Gazetted 9th April, 1859.)
GEORGE HOLMES, Esquire, M.D., Associate Coroner County of Middlesex.
NATHANIEL HILL, Esquire, M.D., Associate Coroner, County of Oxford.
JAMES POWER, Esquire, M.D., Associate Coroner, County of Hastings.—(Gazetted, 16th April, 1859.)
REUBEN IFA HICKEY, Esquire, M.D., and DAVID ALEXANDER BREAKENRIDGE, Esquire, Associate Coroners, in and for the United Counties of Stormont, Dundas, and Glengarry.
JAMES B. TRONSDALE, Esquire, M.D., Associate Coroner, in and for the United Counties of Leeds and Grenville.—(Gazetted, 23rd April, 1859.)
CHARLES EBERT, Esquire, Surgeon, Associate Coroner for the County of Waterloo.
WILLIAM DEEN, Esquire, Surgeon, Associate Coroner for the County of Carleton.—(Gazetted, 30th April, 1859.)

NOTARIES PUBLIC.

WILLIAM A. HUSBAND, of Preston, Esquire, to be a Notary Public in Upper Canada.
CONRAD NAHRGANG, of Hespeler, Esquire, to be a Notary Public in Upper Canada.—(Gazetted, 2nd April, 1859.)
WILLIAM COLLINS, of the Village of Walkerton, Esquire, to be a Notary Public in Upper Canada.
GEORGE DORVIER, of the Town of Lindsay, Esquire, to be a Notary Public in Upper Canada.
GEORGE JAMES GALE, of the Town of Owen Sound, Esquire, to be a Notary Public in Upper Canada.—(Gazetted, 9th April, 1859.)
HENRY JOSEPH, of the City of Toronto, Gentleman, to be a Notary Public in Upper Canada.—(Gazetted, 16th April, 1859.)
WILLIAM RATHBUN, of Ayr, Esquire, to be a Notary Public in Upper Canada.
WILLIAM FRANCIS LIGHTHALL, of the City of Hamilton, Esquire, to be a Notary Public in Upper Canada.
ISAAC SAMUEL FAIRBELL, of Simcoe, Esquire, to be a Notary Public in Upper Canada.
JOHN BREAKENRIDGE READ, of the City of Toronto, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.
DAVID TISDALE, of Simcoe, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.
JOHN MURPHY, of the City of Hamilton, Esquire, to be a Notary Public in Upper Canada.—(Gazetted, 30th April, 1859.)

TO CORRESPONDENTS.

A. C.—Thanks for matter. It does not seem advisable to present it in connection with the case referred to, which may have been decided (originally) apart from the grounds suggested. We purpose keeping it till the point can be appropriately introduced unencumbered and on its own merits.