

sative concerning the fact that he had once been a preacher, and grew nervous and endeavored to change the subject when anyone referred to it. One evening while the judge was walking along a street in Des Moines, a drunken man reeled up and slapped him on the back and called out, "Oh, Jedge." The judge stepped back and said somewhat brusquely, but with the polite-

ness which he had inherited from his clerical profession, "I am not aware that I have the honor of your acquaintance, sir?" Whereat the drunken man fell upon the judge's breast and began to sob aloud, "Oh, Jedge, don't you know me? Have you forgot me so soon, Jedge? Oh, Jedge, don't you know me? I am (hic, hic) one of your co- converts."—*American Law Review*.

REPORTS OF CANADIAN CASES.

SMITH v. LOGAN.

Practice—Tender of appearance while Registrar is in act of signing judgment.

The Court of Appeal has reversed the judgment of the Divisional Court herein reported at page 76 of this volume of *The Barrister*. While the registrar was signing a default judgment for the plaintiff the defendant appeared with his appearance on the day following the last day for appearance. The judgment had not yet been sealed, but the registrar went on and sealed it. The local Judge at London ordered the judgment to be set aside. On appeal to the Divisional Court (Armour, C.J., Falconbridge and Street, JJ.) the judgment was restored (Street, J., dissenting). But the Court of Appeal now reversed the order, setting aside the judgment. The ground is that the plaintiff should not proceed to judgment till the time for giving notice of appearance has expired.

KOLISKY v. LENNOX.

[MEREDITH, C.J., AND ROSE, J., 15TH SEPT. 1896.]

Judgment on appeal by defendant from judgment of Robertson, J., reported at p. 199 of this volume of *The Barrister*, in favour of plaintiff in action to set aside chattel mortgage and damages for wrongful seizure and removal of goods, and for trespass and return of goods or value thereof. The chattel mortgage bore interest at the rate of 5 per cent. per month, and the trial Judge held that plaintiff, a Pole, did not understand that to be the rate reserved, but thought that it was 5 per cent per annum, and that mortgage was not to cover all the goods in the plaintiff's house at the time, but only a portion of them. Appeal allowed with costs and action dismissed with costs, except as to the question of damages, which may be spoken to again. Watson, Q.C., for defendant. M. H. East for plaintiff.