of the authority of the agent. But analogous cases respecting bills of exchange sustain this view. In *Snarth* v. *Mingay*, 1 M. & Sel. 87, a firm resident in Ireland signed, endorsed, and stamped four copperplate impressions of bills of exchange, dated from a place in Ireland, leaving blanks for dates, sums, times of payment and names of drawees, and transmitted them to their agent in London. The agent filled up the blanks and negotiated the bills. In an action for the recovery of the amounts of the bills it was contended that not having English stamps on them they were void; but the court held that they were to be considered bills of exchange made in Ireland by relation from the time of the signing and endorsing there, as if they had been drawn in all particulars with the firm's hand, and that they were governed by the law of that country; Bayley, J., observing that "the act which pledged the credit of the firm was their signature in Ireland."

So in *Lanning* v. *Ralson*, 23 Penn. 137, a merchant in Pennsylvania drew a bill of exchange, leaving blank the time for payment, and the names of payee and acceptor. The bill was sent to England to an agent of the drawer, who filled in the blanks and negotiated the bill with a bank there. The court held that the contract was made in Pennsylvania and was governed by the law of that State; Lewis, J., remarking that when the London bankers became holders of the bill "it bore the dress of a bill of exchange drawn in Pennsylvania." See also *Crutchly* v. *Mann*, 5 Taunt. 529; *Trimbey* v. *Vignier*, 1 Bing. N. C. 151.

CHANCERY DIVISION—PRACTICE.

Re Brown, Brown v. Brown.

Administration—Commission in lieu of taxed costs—Chy. Ord. 643.

The commission in lieu of taxed costs under Ord. 643 is to be calculated on the gross amount accounted for by the accounting party, and not merely on the net amount found in his hands on the footing of the accounts.

[Proudfoot, J.—Oct. 24.

This was an action for administration. By the report of the Master at Cornwall it appeared that the personal representative had received $2,451.17, and had properly expended $1,625.97, leaving a balance of $825.20 in her hands.

The Master had fixed the commission in lieu of taxed costs, under Chy. Ord. 643, at the sum of $188.53. The usual order was made for distribution in accordance with the report, but on an application for cheques being made to the Accountant, that officer doubted whether the Master had not erred in awarding the commission on $2,451.17, instead of on the $825.20, which he thought was "the amount realized in the suit," and by direction of the Chancellor he stayed the issuing of the cheques until the matter could again be mentioned to Proudfoot, J., by whom the order for distribution had been made.

The matter now came on accordingly. The following counsel appeared, viz.:

N. W. Hoyles, for adult defendant.

J. Hoskin, Q.C., for the infant defendants.

Proudfoot, J.—This matter has been mentioned to me by the Accountant, who referred me to the case of *Re McColl, McColl* v. *McColl*, 8 P. R. 480. I at first thought that the case was governed by that decision, but on further consideration I do not think that it is, and that the Master has properly allowed the commission on the gross amount accounted for in this action.

COUNTY JUDGE'S CRIMINAL COURT OF THE COUNTY OF ELGIN.

Regina v Topp.

Evidence—Abandonment and exposure whereby life is endangered—32-33 Vict. ch. 20, sec. 26.

The defendant was accused of abandoning and exposing her child of fourteen months old whereby its life was endangered. The child was left on the doorstep of her brother-in-law's house, about 8 o'clock p.m. This house was near a public street. The accused alleged that her brother-in-law was the father of the child. The evening was chilly but the child was properly clad, and its health did not seem to have been injured.

[St. Thomas, Oct. 30.

Emma Topp was accused, under the foregoing statute, for that she did abandon and expose a certain child being under the age of two years, whereby the life of such child was endangered. It was proved that she was the mother of the child, about fourteen months old, which she left on the doorstep of her brother-in-law's dwelling about eight o'clock in the evening, when the weather was rather chilly. She had previously alleged that he had seduced her, and that the