5th.—All *and singular* that other parcel *or tract* of land being in the town of St Catherines, in the county of Lincoln *and Province of Canada*, containing by admeasurement one fifth of an acre, be the same more or less, being composed of part of lot number 18 in the sixth concession of the township of Grantham, *which said parcel or tract of land and premises is butted and bounded or may be otherwise known as follows, that is to say: commencing on the north-westerly side of King street, in the town of St. Catherines aforesaid, at the northern limit of the land formerly belonging to the estate of the late Paul Shipman; thence, north sixty degrees, west along said line one chain seventy-five links more or less to a lot formerly belonging to Patrick Grant Beaton; thence, north thirty degrees, east, along said last mentioned lot seventy feet; thence, south sixty degrees, east one chain seventy-five links more or less to King street aforesaid; thence, south thirty degrees, west along said King street seventy feet, more or less, to the place of beginning.*

6th.—All *and singular* those *certain* parcels *or tracts* of land *and premises* situate, *lying and being* in the township of Grantham, in the county of Lincoln *and Province of Canada* aforesaid, containing by admeasurement one hundred and sixty-eight acres, *be the same more or less*, being composed of part of lots number twenty-two and twenty-three, in the tenth concession, and part of lot number twenty-three, in the ninth concession of said township, and is generally known as the Crown Mill property, *said property being more particularly described in a mortgage made by C. R. Perry to Samuel Becket.*

All of which lands, together with the buildings and erections thereon, I will offer for sale at my office, in the Court House, in the Town of Niagara, on SATURDAY, the TWENTY-THIRD day of JULY, 1859, at the hour of TWELVE o'clock noon.

WM. KINGSMILL, Sheriff.
By J. T. KERBY, Deputy Sheriff.

Sheriff's Office,
Niagara, 16th April, 1859.
[First published 21st May, 1859.]

[The portions of the above which we have italicised are what we agree with "A Sufferer" in considering to be unnecessary. —EDS. L. J.]

MONTHLY REPERTORY.

COMMON LAW.

C. P. DUNSTON *v.* PATERSON. *January* 12.

Costs on demurrer—County Court Act—Common Law Procedure Act, 1852 s. 81.

In an action for tort the plaintiff had a verdict for £5, and the Judge did not certify for costs. There was a demurrer on the record upon a new assignment previously argued, on which judgment had been given for the plaintiff.

Held, (confirming the decision in *Abley* v. *Dale*, 11 C. B. 889) that the plaintiff was not entitled to his costs of the demurrer.

In this case it was argued that 3 & 4 Wm. IV, c. 42, clearly and distinctly would give damages.

But it was held that it depended on the construction of the County Court Act, and not on such an enactment as that in 3 & 4 Wm. IV, c. 42.

WILLIAMS, J. Did not think the Common Law Procedure Act could alter the effect of the County Court Act. On consideration of the decision in *Abley* v. *Dale*, it does not seem to me, said the learned Judge, that it is affected by the C. L. P. A. I do not think the C. L. P. A. could alter the County Court Act.

C. P. FITZGERALD *v.* DRESSLER. *Jan.* 13, 14, 19.

Statute of Frauds—Warrants.

A being the ultimate purchaser of goods, of which B was the original seller, applied to B for them, B refused to deliver them unless A undertook to pay the amount of his lien for the purchase money, which B accordingly did.

Held, that this undertaking need not be in writing, as it was not a contract to answer for the debt of another within the Statute of Frauds.

This action was brought to recover money which it was alleged the defendant had agreed to pay the plaintiffs in consideration that the plaintiffs, at the request of the defendant, would, with the consent of the purchasers from the plaintiffs, deliver to the defendant certain goods upon which the plaintiff had a lien. It was contended that here was a clear guarantee of the original purchaser's debt.

The COURT—I think that the case is not within the statute. The defendant is substantially the owner of goods upon which the plaintiffs have a lien. I think if the defendant, in order to get rid of the incumbrance, promises to pay the amount of the lien, that is, pay off the lien at that price, that is not a case within the statute. The case *Williams* v. *Leper* appears to me to proceed on the principle that the defendant had an interest in the property incumbered. The promise is to pay a debt to which the property is liable.

Q. B. OLIVER & OTHERS *v.* MUGGERIDGE & ANOTHER. *Jan.* 18.

Indorsee of a Bill of Lading—Liability under charter—Party—18 & 19 Vic., c. 111, s. 1.

The indorsee of a bill of lading is only liable to be sued on so much of the contract in the charter-party as is expressly incorporated in the bill of lading.

In this case it was contended that a consignee who takes the goods adopts the contract in the charter-party, and a recent statute makes the indorsee of the bill of lading subject to all the consignee's liability. Moreover, by the terms of the bill of lading, freight is to be paid as per charter-party, and demurrage is but an extra freight.

The COURT—There was no evidence of undue delay on the part of the defendants. We think the indorsee of a bill of lading is only liable upon so much of the contract in the charter-party as is *expressly* referred to and incorporated in it.

C. C. R. *Nov.* 13, 1858, *Jan.* 15, 1859.

REGINA *v.* FREDERICK HIPPINSTALL.

Misdemeanor—Administering poison with intent to do bodily harm—14 & 15 Vic., c. 19, s. 4—Inflict.

The first count in the indictment alleged that the prisoner unlawfully and wilfully administered poison to F with intent to do bodily harm, by means of which administering F suffered bodily harm. The second count, founded on 14 & 15 Vic., c. 19, s. 4, charged the prisoner with inflicting grievous bodily harm by administering poison with intent to do bodily harm.

It was proved that the prisoner, being about to leave his situation as manager of a shop, put into a sugar basin which he knew would be used by F (his successor) for his tea a quantity of croton oil, (an acid poison), that F used some of the sugar and immediately became ill, and suffered so much agony as to cause alarm for his life.

Quære, whether the prisoner had been guilty of any misdemeanor, either at common law or by statute. Much discussion arose as to whether the facts of this case brought it within the statute, which provides, that if any person shall unlawfully and maliciously *inflict*, &c.

The COURT stated that in consequence of the defendant having died since the argument it had become unnecessary to deliver any judgment.

EX. BIDDEY *v.* CARTER. *Jan.* 12.

Pleading—Injury to Messuage—Allegation of right to support—Reversionary estate.

The declaration stated, that at the time of committing the grievances, a messuage and land was in the possession of tenants thereof to the plaintiff, the reversion thereof belonging to the plaintiff, and that it in fact received lateral support from the land adjoining,