

Q. B., H. T., 1873.]

NOTES OF RECENT DECISIONS.

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*Held*, also, assuming that she exceeded her authority in giving a mortgage under seal, yet, as the mortgage would be valid without a seal in her own name, the seal did not make it invalid for all purposes, or prevent it from being given in evidence as a justification derived from the plaintiff through his agent of the acts complained of.

*Held*, also, that as by this action the plaintiff ratified the conduct of his wife in purchasing the furniture, he should not be allowed to repudiate the mortgage which formed part of the whole arrangement.

*Semble*, that the wife standing by and permitting the sale of the property under the mortgage was some evidence under the plea of leave and license.

*Per WILSON, J.*—Under C. S. U. C. ch. 73, the wife had power to buy the furniture with her own means and on her own credit, and to deal with it as if sole and unmarried; and in the ordinary exercise of that right she could give a mortgage by deed in her own name as if a *femme sole*.

#### RE WESCOTT ET AL. AND THE CORPORATION OF THE COUNTY OF PETERBOROUGH.

*Mandamus to build bridge*—Public Works Act, Con. Stat. C. ch. 23, sec. 10, schedule "A"—Authority of Company to build.

In 1856 a road company obtained leave to build a bridge at a point on the O. river, from the Public Works Department, under whose control this portion of the river was, upon condition that in the event of navigation being resumed the bridge should be removed, and if the Government required a drawbridge should be substituted. Navigation being resumed, the bridge was ordered to be removed by the Department, and was removed by the County, under whose control the road had passed. Upon application for a mandamus to the Corporation of the County to build a swing or other bridge at the point. *Held*, that it was discretionary in the Government to allow a bridge there or not, and that the County were neither authorised nor compelled to build it. The application was therefore refused.

#### TAYLOR V. CAMPBELL, Postmaster-General.

*Contracts for parliamentary and departmental printing*—Construction of.

On the 2nd of July, 1869, plaintiff contracted with one H. as clerk of the Joint Committee of both Houses of Parliament, to do the printing, &c., for both Houses at scheduled prices.

On the 7th of October, 1869, the plaintiff contracted with Her Majesty for all the printing required for the several departments, as specified in requisitions to be made upon him by the departments respectively, including the Postmaster-General's, at scheduled prices; which were lower than those under the first contract, and so tendered for as alleged by plaintiff, because he expected in cases where similar matter was required under both contracts to use the type set to fulfil one for the other. When the contracts were entered into the custom was for the annual reports of the heads of departments to be printed on the order of, and paid by such departments, and the copies required for Parliament were ordered and paid for separately through the clerk of the Joint Committee on Printing; and afterwards by resolution of the Committee, concurred in by the House, it was directed that the annual reports should be printed on the order of the committee, under the first contract, including a sufficient number for the use of the departments with which the departments should be charged.

The reports of the Postmaster-General having been thus ordered and printed, the plaintiff claimed to charge for the extra number required for the department under the second contract, and for the composition as though re-set for the department. *Held*, that he had no such right.

*Quære*, whether such an action would lie against the Postmaster-General, and as to the propriety of asking the Court to pronounce an opinion.

#### ALLEN ET AL V. CHISHOLM.

*Carriage by water*—Agreement to pay shortage—Right to set it off against freight.

The plaintiffs agreed with defendants to carry 11662 30-60 bushels of wheat from Toronto to Kingston, at 3½ cents per bushel. The bill of lading being signed for the whole amount, and stipulating that "the vessel was to deliver the quantity expressed or pay shortage." On the delivery to the consignees 181 bushels short, they, representing defendants, whose interest in the wheat continued, refused to pay freight.

*Held*, that defendants were liable for the freight, and had no right to deduct their claim for shortage; such claim not being a liquidated demand so as to form the subject of set off against the freight.

33 Vict. ch. 19, sec. 30, does not apply to cases between masters of vessels and owners of goods, but only between masters and consignees or endorsers for value.