

EX. BANCROFT V. GREENWOOD.

Practice—Judgment non pros. by one of several defendants.

Where a plaintiff declares against some only of several defendants named in a writ, another defendant, against whom he does not proceed after notice to declare, may sign judgment *non pros.*

C. P. COLLINGWOOD V. BERKELEY AND OTHERS. May 26, 27.

Projected Joint Stock Company—Prospectus—Liability of provisional directors.

The manager and secretary of a projected company to be formed to convey passengers to B. C., showed a prospectus of the company to the defendants, and asked them to become directors; the prospectus spoke of a company to be formed and registered, and also spoke of business actually going on for the purpose of transport, and of actual transport as about to commence forthwith; the defendant's agreed to become directors in the event of the company's being formed, if they were qualified and indemnified; they were to receive a certain number of paid-up shares. Copies of the prospectus were advertised in *The Times*, with the names of the defendants as directors in them. The company was never registered, nor was any attempt made to issue shares. The plaintiff paid his fare as a passenger to B. C., to the secretary, at the company's office, and was conveyed a portion of the journey, and was then left.

Held, in an action against the defendants as directors of the company, that there was evidence from which a jury might infer that the contract had been entered into on the credit of the defendants' names, by their authority and with their consent.

CHANCERY.

V. C. S. SWANSTON V. CLAY.

Bankrupt—Lien—Order and disposition—Unfinished ship in builder's yard.

B. & Co. agreed to build a ship for F. To enable them to proceed with the work, and before the agreement was signed, S. advanced money, on the understanding that he should have an assignment of the agreement, and a lien upon the ship. The agreement was cancelled. B. & Co. then agreed to sell the vessel, which was in an unfinished state, to S. Four days previously they had stopped payment, and shortly afterwards were made bankrupts.

Held, that S. was entitled to a lien upon the ship.

V. C. S. HOLDER V. RAMSBOTTOM.

Will—Construction—"Plate."

Gift of "all the furniture (except plate and pictures) which shall be in the said house at my decease."

Held, that plated articles were not within the exception.

V. C. W. DAVENPORT V. DAVENPORT. Nov. 3, 4.

Will—Executory devise—Direction to make settlement—Tenant for Life—Waste.

Testator devised his real estate to his son B., but directed him nevertheless within twelve months to settle such real estate to the use of himself B. for life, with remainder to B.'s first and other sons in tail male, or tail general, or otherwise in tail as B. should think proper, with remainder to testator's other son C., for life, and similar remainders to C.'s family. The will also directed that the settlement should contain such powers of jointuring, charging portions, sale and exchange, &c., as B. should direct, and that it should also "contain all other usual and proper provisions for giving effect to his intention as therein expressed, and all such other powers and provisions as counsel should advise."

Held, that the terms of the executory devise did not authorise the insertion in the settlement of a clause rendering B. and the successive tenants for dishonourable for waste.

L. C.

EX PARTE GRAHAM.

Nov. 4.

RE GRANT.

Bankruptcy—Dividend—Orders of October, 1852, Rule 150—Costs of official assignee.

After a great lapse of time, and the receipt of dividends by a person claiming under an assignment from the proving creditor, and after the death of such person, the title of his representative to subsequent dividends will be presumed; and the production of the securities and direct evidence that the debt was still due and unpaid, were waived, in the absence of any evidence that the debt was extinguished or satisfied.

The Commissioner having miscarried in a matter of account by reason of its not having been brought sufficiently to his notice by the official assignee, no costs of appeal were allowed to the official assignee.

REVIEWS.

LOWER CANADA REPORTS. Published by A. Coté, Quebec.—We are in receipt of No. 12, Vol. XIII., of the *Lower Canada Reports*, which finishes the volume for 1863; and we avail ourselves of this opportunity of stating that we take much interest in reading the decisions referred to in this series. Some of them, on questions of criminal law (which is the same in Upper and Lower Canada), throw light upon points that have not yet received judicial interpretation in Upper Canada. The number now before us contains a case of that description. It is provided by Con. Stat. Can. cap. 99, s. 117, in regard to appeals from the decisions of justices of the peace in matters of a criminal nature, that the Court of Quarter Sessions "shall hear and determine the matter of the appeal, &c.," and, by s. 119 of the same act, that the Court "shall have power to empanel a jury to try the matter on which the decision has been made, &c." The contention was, whether, upon the proper construction of these sections, it was obligatory upon the court, in the matter of an appeal, to empanel a jury; and it was held not to be so, but discretionary only (*Gilchen v. Eaton*). This interpretation, if correct, must also prevail in Upper Canada, not only under Con. Stat. Can. cap. 99, in the case of appeals from decisions in matters criminal, but, under Con. Stat. U. C. cap. 114, in appeals from decisions in matters not criminal. In our next issue we shall publish this decision entire. It raises a question quite new to us, and of interest to all who practice in our Courts of Quarter Sessions.

GODEY'S LADY BOOK for February is received. This number is full of novelties. The steel-plate engraving is "St. Valentine's Day." The colored fashion plate contains six figures. "A Watch Pocket in Beadwork" is a very pretty design. There are, besides, a peculiar fancy work bag, and some original music, and about eighty engravings devoted to dress and useful work for ladies.

APPOINTMENTS TO OFFICE, &c.

SOLICITOR GENERAL.

The Honorable ALBERT NORTON RICHARDS, Q. C., to be Solicitor General in and for that part of the Province of Canada called Upper Canada, in the room and stead of Lewis Wallbridge, Q. C., resigned.—(Gazetted January 2nd, 1864.)

TO CORRESPONDENTS.

"CLERK 7TH DIVISION COURT CO. NORFOLK"—"C. ARMSTRONG"—Under "Division Courts."

"A REVEZ."—Under "General Correspondence."