

REVIEW—APPOINTMENTS.

say, (1) Sole traders. (2) Partners. (3) Corporations and joint stock Companies, and (4) Principal and agent. Chapter 4 discusses Mercantile Contracts: (1) Bills and notes and other negotiable instruments. (2) Guaranty and suretyship. (3) Contracts with common carriers. (4) Contracts of affreightment. (5) Bottomry and respondentia. (6) Insurance. (7) Contracts of apprenticeship and of hiring and service; and (8) Contracts of sale. Chapter 5 speaks of Mercantile Remedies. (1) Stoppage in *transitu*, and (2) Lien.

It will thus be seen that a great deal of ground is covered, and though such a comparatively small work must of necessity be elementary and general, still, as the statements of the law on the various points touched upon are put concisely and clearly, a great deal of information is given on each in a small compass; and when we consider the great difficulty of condensing such important subjects as those treated, and of selecting for discussion the points of most importance and of greatest general interest, it cannot be denied that the task has been well done, and we hope that the public will shew their appreciation of it by availing themselves largely of the opportunity afforded them of obtaining so much information at so small a cost.

It is only, however, the professional man who can thoroughly appreciate that science of condensation which is so well exemplified in some of the Manuals published in England; and though the work before us will not be as useful to the profession as to the mercantile and business public, inasmuch as it gives no authorities for the propositions laid down, and is of an elementary character, it will nevertheless in the latter view be of utility to students, in giving them a general and, so far as we have seen, a correct idea of the most practical part of their future professional business, whilst merchants in the United States and in Lower Canada will for similar reasons find the book of much use to them in their transactions with this country.

The "get up" of the book is also good, and we notice that the style of cover used is similar to that introduced in Mr. O'Brien's Division Court Manual. The book contains 270 pages, and is supplemented by a full index, and the price has been fixed at \$2.

MONTHLY REPERTORY.

REG. v. HOLLINRAKE.

Evidence—Deaf and dumb witness.

At the trial of a prisoner for assaulting with intent to ravish, it appeared that the prosecutrix was deaf and dumb, and her father, who had been sworn to interpret in the case, having stated that he believed her not to be aware of the nature of an oath, the judge summoned an expert for his assistance, who, before being sworn to interpret, endeavoured to ascertain the extent of her

intelligence, and reported thereon to the court. The judge thereupon allowed the expert to be sworn to interpret, and the prosecutrix, through him, to be sworn. The examination proceeded some way, and amongst her replies was one that she had consented to what had been done to her by the prisoner; and as she answered yes to almost every question, the expert informed the court that he was satisfied that he had been mistaken, and that she was unable to understand him, and the court thereupon decided that any further examination of her would be unsatisfactory. The counsel for the prosecution then proposed to call other evidence, which, after objection, was done, and the prisoner was convicted.

Held (1) that, although the prosecutrix had been sworn, the judge was justified in totally withdrawing her evidence from the jury, and that their verdict was not thereby invalidated.

(2.) Hypothetical questions stated for the guidance of the judge ought not to be reserved for this court.

(3.) *Quare*.—Whether, upon the expert stating that he had been mistaken, and that the means of communication between him and the prosecutrix were, from want of training or otherwise, so defective, that it would be unsafe to proceed with her examination, it was competent to the judge to discharge the jury, and adjourn the case in order that the prosecutrix might be properly instructed. (14 W. R. 677)

APPOINTMENTS TO OFFICE.

CORONERS.

GILBERT C. FIELD, of the town of Woodstock, Esquire, M.D., to be an Associate Coroner, for the County of Oxford. (Gazetted, October 6, 1866.)

PHILIP PARKER BURROWS, of Millbrook, Esquire, M.D., to be an Associate Coroner, for the United Counties of Northumberland and Durham. (Gazetted, October 6, 1866.)

NIEL DUNLOP, of Loughborough, Esquire, M.D., to be an Associate Coroner, for the County of Frontenac. (Gazetted, October 6, 1866.)

GEORGE W. JONES, of the Village of Prince Albert, Esquire, M.D., to be an Associate Coroner, for the County of Ontario. (Gazetted, October 6, 1866.)

GEORGE WILSON, of Humberstone, Esquire, to be an Associate Coroner for the County of Welland. (Gazetted, October 6, 1866.)

WILLIAM JULIUS MICKLE, of Petrolia, Esquire, M.D., to be an Associate Coroner for the County of Lambton. (Gazetted, October 6, 1866.)

MELTON H. STARR, Esquire, M.D., to be Associate Coroner for the United Counties of York and Peel. (Gazetted, October 20, 1865.)

NOTARIES PUBLIC.

JOHN McKEOWN, of Hamilton, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted, October 6, 1866.)

WILLIAM HORATIO RADENHURST, of Perth, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted, October 6, 1866.)

PEDRO ALMA, of Niagara, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted, October 13, 1866.)

ABRAM WILLIAM LAUDER, of the City of Toronto, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted, October 13, 1866.)

JOHN HENRY ANSLEY, of Simcoe, Esquire, Barrister-at-Law, to be a Notary Public for Upper Canada. (Gazetted, October 13, 1866.)