

action at the time, but on a previous occasion had authorized the attorney to bring a similar action. After action brought, B. ratified the proceedings.

Held, that the former authority of B. to the attorney; that the delivery of the bill endorsed in blank, and therefore payable to bearer, to the agent of B., and B's subsequent assent to the action, constituted B. the holder of the bill, and enabled him to sue; and that the ratification was equally good before or after action brought.

EX. MILNE AND ANOTHER V. LEISTER. Jan. 17.

Evidence—Admissibility of letter to third party as part of the res gestæ—Objection that can be taken only at the trial.

The buyer bought goods of the seller, and gave B. as a reference to his (the buyer's) trustworthiness. On the issue, whether the buyer bought the goods on his own account or on account of G. & Co.,

Held, that a letter from the sellers to their agent, directing him to make inquiries of B. concerning the buyer, and stating that they (the sellers) had sold the goods on account of G. & Co., was, as part of the *res gestæ*, between the buyer and the sellers, admissible to prove that the sellers sold on account of G. & Co., and not of the buyer.

An objection to the admissibility of a document on the ground of a defect which might have been remedied at the trial, can only be taken at the trial.

EX. C. WHITMORE V. SMITH. Nov. 30. Dec. 1-2.

Award—Plea—Nul tuel agard—Misconduct of Arbitrators.

The reference was to two arbitrators; and it was agreed by the parties that, in case of any difficulty arising, the arbitrators might take the opinion of B. Difficulties did arise, and the arbitrators, without disclosing the difficulties to B., agreed to take his advice and adopt his opinion, which they did, and awarded accordingly.

The award was valid in form, and purported to be made by the arbitrators upon all the matters in difference referred to them.

Held, reversing the judgment of the Court of Exchequer, that whether or no the award was liable to be set aside, on the ground of misconduct by the arbitrators, yet that such defence was not admissible under a plea of *nul tuel agard*.

EX. BARTHOLOMEW V. HILL. Jan. 16.

Bill of Exchange—Notice of dishonor, waiver on admission of.

A promise to pay the amount of a bill of exchange made to a person applying on behalf of the holder, is evidence of an admission of notice of dishonor.

Q. B. BEYN V. BURNES. Jan. 16.

Charter party—Condition-precident—Independent stipulation.

A Charter party commenced in the following terms "It is this day agreed between A. B., Esq., owner of the vessel *Martaban*, of 420 tons or thereabouts, now in the port of Amsterdam, and J. B." (the charterer), &c.

Held, that the words "now in the port of Amsterdam," did not constitute a statement, the truth of which was a condition-precident to the liability of the charterer for the non-performance of the contract to load, &c.

EX. CROFT V. STEVENS. Jan. 16.

Libel—Privileged communication.

The defendant, hearing that a tradesman had been hoaxed by a letter written in his name, and ordering a certain article, wrote to the tradesman (in answer to an application from him) a letter, to the effect that, in his opinion, the letter was written by the plaintiff. It turned out that it was not; but the jury found that the defendant sincerely believed that it was.

Held, that even if the letter was a libel (which was doubtful) it was a privileged communication.

EX. BROMLEY V. JOHNSON. Jan. 22.

Contract—Parol—Reduction into writing—Evidence.

When, after a parol contract, before the parties separate, one asks that he may have a note of it, which purports to contain the contract, and does contain all the essential elements of it, the latter must be taken to contain the terms of the contract, and the previous parol contract cannot be referred to.

EX. EDMONDSON V. THOMPSON AND ANOTHER. Nov. 14.

Partnership—Liability of apparent partner—Acts as manager and as partner.

A person having advanced money to a trader under an agreement for a share of the profits, not *per se* creating a partnership, and having appeared in the business, doing acts which might well be done either as partner or as manager, but in no other way holding himself out as a partner, although so held out without his knowledge by the trader.

Held, not liable as partner for goods supplied for the purposes of the business, even on his own orders, signed in the name, style and form used by the trader.

EX. DIORNSON (by next friend) V. JACOBS. Jan. 15.

Attorney and client—Negligence—Attorney paying costs of setting aside proceedings.

The court will not, on a summary application, order an attorney to pay the costs of setting aside proceedings for irregularity, even where he has admitted that it was owing to his error, and has promised to pay unless there is clear evidence of the nature of the negligence, and that it was gross.

Q. B. JACKSON V. EVERETT. Jan. 20.

Costs—Judgment—Action on certificate—43 Geo. III. cap. 46, s. 4.

By the above statute it is provided that in all actions upon any judgment recovered, the plaintiff shall not, in such action on such judgment recovered be entitled to any costs, unless the court in which the action is brought, or a judge thereof, shall otherwise order.

In an action on a judgment, with a count for other causes of action, the plaintiff may recover costs without an order of the court or a judge.

APPOINTMENTS TO OFFICE, &C.

NOTARIES PUBLIC.

IGNATIUS KARMAN, of Fornsica, Gentienau, to be a Notary Public for Upper Canada. (Gazetted September 6, 1862.)

RICHARD LOW BENSON, of Port Hope, Esquire, Barrister-at-Law, to be a Notary Public for U. Canada. (Gazetted Sept. 13, 1862.)

HENRY ROBERTSON, of Collingwood, Esquire, to be a Notary Public for Upper Canada (Gazetted September 18, 1862.)

CORONERS.

WILLIAM HENRY DALTON, of the Township of Albion, Esquire, M.D., to be an Associate Coroner for the United Counties of York and Peel. (Gazetted September 6, 1862.)

PHILIP LLOYD, of Bobcaygeon, Esquire, M.D., to be a Coroner for the United Counties of Peterborough and Victoria. (Gazetted September 13, 1862.)

TO CORRESPONDENTS.

GEORGE MORRISON—Under "Division Courts."
INQUIRER—Under "General Correspondence."