

The Editors of the Law Journal.

OTTAWA, Nov. 22nd, 1858.

GENTLEMEN,—Having read in the *Law Journal* several good articles on the necessity of discouraging those hosts of *would-be Lawyers* who act as Conveyancers, and who undertake for a small consideration to draw the most difficult will, or a conveyance of property worth thousands, not knowing at the same time a tittle of law governing such cases, I think the editors of the *Law Journal* deserve much credit for strenuously opposing the pretensions of those quack conveyancers.

I enclose you an extract from a paper published in this section of the country.

The only qualification Mr. ——— can claim for a Conveyancer is—that he is a Notary Public and Commissioner in B. R. Thus clothed with a shadow of legal authority, Mr. ——— offers his services to the world as a Conveyancer, and his charges defy competition.

Yours, &c.,

J. J.

MR. ———,

NOTARY PUBLIC,

COMMISSIONER FOR TAKING AFFIDAVITS,

CONVEYANCER, &c.,

RENFREW, C. W.,

IS prepared to execute all manner of Conveyancing correctly, and with neatness and despatch.

He flatters himself that his knowledge of General Conveyancing, and his other facilities, places him in a position of drawing out documents legally, and to be of material service to those who may employ him.

The following is a List of his Charges:

Deed and Memorial, with Affidavit for Registry,	-	0	10	0
Deed or Mortgage and Memorial, do. do.	-	0	15	0
Bills of Sale, do. do.	-	0	7	6
Deed of Quit Claim, - - -	-	0	5	0
Deed or Memorial Separately, - - -	-	0	5	0
Lease, - - -	-	0	5	0

Agreements, Contracts, Assignments, Indentures, Wills, and other Conveyancing, done upon the same liberal terms.

Renfrew, Nov. 6, 1858.

MONTHLY REPERTORY.

COMMON LAW.

Q. B. CUBLEWIS V. EARL OF MORNINGTON. June 13.
Statute of Limitations, 21 Jac. I. cap. 16, ss. 3, 4—Equity of the Statute—Death of Defendant—Action against administrator—Reasonable time.

Action for debt not barred by the Statute of Limitations abates by death of defendant intestate, and more than three years after his death, no administration having been taken out, plaintiff cites next of kin in the Ecclesiastical Court, who thereupon takes out administration. Within a year of administration granted but more than six years after accrual of debt plaintiff sues administrator.

Held, affirming the judgment of the Queen's Bench that the action is not barred by the Statute, the case being within the equity assigned to the 4th section.

Q. B. DALTELL V. TYLER ET AL. June 15.
Negligence—Hirer and owner of vessel—Action against owner by contractor with hirer.

The owners of a vessel navigated by their servants are liable for an injury to a passenger, caused by the negligent management of the vessel, although the passenger has contracted for his passage with the hirer of the vessel, and there be no contract between the passenger and the owners.

EX. C. HODSOLL V. BAXTER. June 14.
Practice—Common Law Procedure Act, 1852—Special endorsement of Writ of Summons—Judgment debt.

Where plaintiff claims the amount of a judgment debt, he may specially endorse the same on his Writ of Summons under Common Law Procedure Act, 1852. Such a claim is within the spirit of the Act, and is also a "liquidated demand in money" within the words of the section.

C. P. BROWN V. PRICE. June 25.
Policy of Insurance—Covenant to keep on foot—Damages.

P., upon borrowing money from the N. Insurance Company mortgaged certain premises to the trustees of the Company, and the latter insured P.'s life in their own Company. In the mortgage deed P. covenanted to pay the premium of this policy; and that in default of his doing so, the trustees might pay them, and add the amount to the mortgage debt.

Held, in an action against P. for non-payment of the premium, that they were only entitled to nominal damages.

EX. COOMBS V. THE BRISTOL AND EXETER RAILWAY CO.
Carriers—Loss of goods—Action by assignee—Statute of Frauds.

A. agreed with B. by a verbal contract for the purchase of goods exceeding the value of £10, to be sent to A. by the B. & E. Railway. The goods were sent by the B. & E. Railway by B. addressed to A., and were lost during their conveyance.

Held, that A. could not sue the Railway Company, because the contract being verbal there had been nothing to satisfy the 17th section of the Statute of Frauds, the delivery to the Railway Company being no delivery to the purchaser; that the property therefore had not passed, and B. not A. was the party to sue.

EX. ADAMS V. LLOYD. June 11.
Practice—Discovery—Title deeds—Relevancy.

It is a sufficient answer to an application for a discovery of title deeds in the possession of a party in a suit relating to the title to land, that such title deeds relate only to the title of the party himself and do not relate to the party seeking the discovery.

Where a party is not entitled to a discovery of title deeds he is not entitled to have a description of the names of the parties and the dates set forth in a schedule.

C. P. HAERNIER V. CORNELIUS. July 3.
Master and Servant—Incompetency of Servant.

If a skilled person undertake a service which requires the exercise of his skill, there is an implied warranty on his part that he possesses the skill requisite to perform the task; and if he do not possess it, the employer may dismiss him before the expiration of the period for which he was engaged without incurring any liability.

C. P. HUTCHINSON ET AL V. GUION ET AL.
Dangerous goods delivered in bulk—Storage—Leave and License.

The declaration after setting out an ordinary bill of lading, alleged that in consequence of want of due and proper care on the part of the defendants, and the negligent stowage by them of the goods they were delivered in a damaged state. The defendants pleaded that the goods were delivered in bulk, and that they were