

- Page 293, *erase s. cill.* of the text, inasmuch as it is *repealed* by s. 30. of C. L. P. A. 1857.
- " 296, *erase s. cill.* for the same reason.
- " 299, at the end of note s, *add* "See C. L. P. A. 1857, s. 12."
- Page 300, at the end of note t, *add* "It is for the presiding Judge to determine whether the case will involve the investigation of 'long accounts' within the meaning of the statute.—Wells v. Gwoski, 14 U. C. Q. B. 553."
- Page 300, note y, line 15, after "No. 8," *add* "All the issues joined must be disposed of either by reference or by verdict taken at the trial.—Wells v. Gwoski, 14 U. C. Q. B. 553."
- Page 314, at the end of note b, *add* "See Egan v. Corran, 30 L. T. Rep. 223. *Semble*, the decision of the Judge cannot be reversed.—*Id.* The section under consideration corresponds with s. 30 of the Irish C. L. P. A. 1856. Under it a Judge at Nisi Prius admitted an anonymous letter for the purpose of comparison of handwriting. The letter had not been regularly proved, having been handed casually to a witness without the attention of the Court or opposite counsel having been called to it until the summing up of the defendant. The plaintiff at this stage of the proceedings denied that the letter was in his handwriting. There was a verdict for the defendant, which the Court set aside on the ground that an improper use had been made of the letter, the plaintiff not having been duly apprised.—Egan v. Cowan, 30 L. T. Rep. 233."
- Page 317, at the end of note j, *add* "Where the notice called on the defendant to admit the authority under which the documents were signed. Held that defendant was not bound to do so, and might reject the whole notice.—Oxford W. & W. Co. v. Sundamore, 1 H. & N. 666."
- Page 318, 1st col. line 6, for "submission," *substitute* "admission."
- " 320, 1st col. line 7 from the bottom, after "action," *add* "But see 20 Vic. cap. 5."
- " 322, at the end of note t, *add* "and it has not altered the rule which in England precludes the granting of a new trial upon the ground of the verdict being against evidence, where the damages are under £20.—Hawkins v. Alder, 18 C. B. 680. Where the plaintiff's counsel persists in offering evidence against the opinion of the presiding Judge, and in claiming damages from the jury founded on that evidence, although it is inadmissible, and the Judge so rules if the jury give such a verdict as to convince the Court that the evidence so forced in must have affected their minds, the verdict will be set aside without costs.—Shaver v. The G. W. R. Co., 30 L. C. P. 321."
- Page 323, *erase s.* line 21, after "16 C. B. 556," *add* "Harris v. The Cockermouth & Worthington R. Co., 6 W. R. 19."
- Page 323, 2d col. at the end of the 2d line from the bottom, *add* "In a late case the English Common Pleas decided that the proper time for a party to file affidavits in answer to affidavits used by his opponent in showing cause against a rule, is after the Court has heard the latter affidavits read, and is of opinion they ought to be answered.—Swinfen v. Swinfen, 28 L. T. Rep. 233."
- Page 335, 1st col. last line, after "121," *add* "Bray v. Finch, 1 H. & N. 468."
- " 335, 2d col. at the end of line 10, *add* "Applications having for their object the discovery of the contents of documents should in general be made under the section here annotated.—Ferrie et al v. The G. W. R. Co. 3 U. C. L. J. 161."
- Page 335, 2d col. line 23, after "163," *add* "It seems that if an application for inspection be one in which, if a bill were filed before the C. L. P. A., no discovery could be had, inspection will be refused. Thus it has been held that the demandant in an action of dower is not entitled against a *bona fide* purchaser for value to inspect the deed of conveyance to her husband then being in the hands of the purchaser.—Gowan v. Parrott, 30 L. T. Rep. 66."
- Page 336, 2d col. line 24, after "182," *add* "It would be exceedingly vexatious whenever a tradesman brings an action for the amount of his bill if he were compelled to disclose to his customers his manner of carrying on business.—British Empire Shipping Co. v. Soames, 29 L. T. Rep. 76."
- Page 336, 2d col. line 19, after "68," *add* "Interrogatories referring merely to the question of damages will not in general be allowed.—Ferrie et al v. The G. W. R. Co., Chambers, 3 U. C. L. J., 161; but see s. c. in banco, 4 U. C. L. J. 40."
- Page 338, at the end of note r, *add* "But the Court refused to allow plaintiff in ejectment brought for a forfeiture for not insuring to exhibit interrogatories to the defendant as to the subject matter of the action.—May v. Hawkins, 32 L. & Eq. 595." "See further, *Phillipotts v. Harrison*, 4 U. C. L. J., March No., 1858."
- Page 338, at the end of note t, *add* "The Court may allow interrogatories to be delivered to a defendant, after he has pleaded, without a special affidavit.—James v. Burns, 17 C. B. 596."
- Page 340, at the end of note y, *add* "But a plaintiff in ejectment has no right to call upon the party in possession to answer by what title he is in possession.—Horton v. Bett, 29 L. T. Rep. 228. In an action of ejectment by a mortgagee, defendant filed with his appearance, under a *co. xiv.* of C. L. P. A., a notice setting up title in himself under an indenture of lease made to him by plaintiff, to be allowed to tender interrogatories as to the particulars of the lease, was refused.—West v. Holmes, 3 U. C. L. J. 72. Where a party to an action has a specific case, but the materials necessary to support it are in the hands of the opposite party, he is allowed to interrogate him as to this, but is not allowed to deliver to him interrogatories the object of which is to find out how his adversary intends to shape his case, or whether there be some latent