REVIEW.

THE UPPER CANADA LAW LIST. By J. Rordans, Law Stationer. Toronto: W. C. Chewett & Co.

A fifth edition of this useful little book has come to hand, and is a welcome addition to the "furniture" of a lawyer's office.

The alterations from time to time in the officers of courts, and the residences, agents, &c., of practising attorneys and solicitors, require some such chronicle as this, whilst at the same time it contains much other useful information in an accessible shape. The book is now so well known to the profession that further comment is unnecessary. In arrangement and appearance it is similar to the former editions.

APPOINTMENTS TO OFFICE.

NOTARY PUBLIC.

JAMES HOLDEN, of the Town of Whitby, Esquire, to be a Notary Public for Upper Cönada.

MICHAEL JOSEPH MACNAMARA, of Napanee, Esquire, Attorney-at-Law, to be a Notary Public for Upper Canada.

SMITH CORBYN BLANCHARD DEAN, of Millbrook, Esquire, Attorney-at-Law, to be a Notary Public for Upper Canada. (Gazetted July 7, 1866.)

JOHN C. McMULLEN, of Orillia, Esquire, to be a Notary Public for Upper Canada. (Gazetted July 14, 1866.)

SAMUEL GLYN McCAUGHEY, Esquire, Attorney-at-Law, to be a Notary Public for Upper Canada.

WILLIAM HARVIE, of the village of Caledonia, Esquire, to be a Notary Public for Upper Canada. (Gazetted July 28, 1866.

CORONERS.

CARMEN MAGNES GOULD, Esquire, M. D., to be an Associate Coroner for the United Counties of Northumberland and Durham. Gazetted July 7, 1866.)

LEVI J. WEATHERBY, of Dunnville, Esquire, to be an Associate Coroner for the County of Haldimand. (Gazetted July 14, 1866.)

DONALD McMILLAN, of the village of Alexandria, Esquire, to be an Associated Coroner for the United Counties of Stormont, Dundas and Glengary. (Gazetted July 28, 1866.

THE MIS-SIGNED CHEQUE.—Late one afternoon, about 1810, a lad entered a City banking house with a cheque, which he presented. He had been sent by his master, who in the hurry of business had forgotten to sign the document. The defect was immediately discovered on its presentation. "Take that back, my boy," said a benevolent but very business-like old gentleman, "and get it signed;" looking at the boy as though every word were a lesson to him for life. But to the inexperienced mind of the boy, who had just entered on his first place, and who was as guileless as he was untutored in finance, this seemed very unnecessary trouble; besides which he had been told to make haste, and he knew that his going back would prevent his master having the money that day. So, looking up innocently at the beaming face of the venerable gentleman, whose eyes twinkled over his spectacles, he asked "Can't I sign it for him, sir?" The whilom genial face flushed with horror at the thought, and transfixing the boy with a look, "If you want to be hanged you can!" he said, in a tone which our French neighbours would call decidedly pronounced. Those were hanging days for forgery, and as the little fellow (who throughout a long and honourable commercial career never forgot the abrupt but kindly hint of the banker) had no desire to be hanged, he chose the lesser evil.—*Bankers' Magazine.*

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late case of *Ketchum* v. *Bank of Commerce*, 19 N. Y. Court of Appeals 499, it was held, by a divided court, that, if the forged paper was sold, there was no implied warranty of genuineness. This seems to be substantially the distinction upon which all the exceptional cases have attempted to stand. It is found, or the germ of it, in the early case of *Ellis* v. *Wild*, 6 Mass. Rep. 321, where merchandise was sold and a promissory note, which proved to be a forgery, taken for it. PARSONS, C. J., held, in delivering the opinion of the full court, that if the note were, by the intention of the parties, sold and payment accepted in "rum," the defendant was not responsible as for an implied warranty of the genuineness of the notes. "But if the plaintiff intended to sell the rum for money, and the defendant intended to buy rum, and the payment by the notes was not a part o the original stipulation, but an accommodation to the defendant; then he has not paid for the rum, and the action is maintainable."

Now we think it fair to say, that when one exchanges rum for promissory notes of a third party, or what purports to be such, and gives no express warranty, the implied warranty is the same on the party as of the other. And if the rum proves to be something else, as a prepa ration of a deadly character, of no value for any purpose, or if it proves not to have been the property of the vendor, but of another who reclaims it, or if the note proves to be a forgery, or stolen under such circumstances that no title is conveyed by the vendor, either party will be liable to make good the loss to the other, upon the implied warranty of the thing being what it purports to be, and that the vendor had good right to sell as he did. And it is idle to attempt to escape from the question fairly presented, by asking a jury to conjecture whether it was a sale of the note, and accepting payment in rum, "for the accommodation of the purchaser," or a sale of rum, and accepting payment in the note, for like accommodation. And it seems to us, that if such a distinction had been first stated, by some judge or writer, less known to fame than the distinguished Chief Justice of Massachussets, whose word went for law in his time, it would scarcely have been taken up and acted upon by so many eminent courts as this already has been. It is, in fact, however much it may have been indorsed, nothing more than a refinement, too nice for common apprehension.

But it is proper to say that this whole doctrine of the existence of any such distinction being maintainable is entirely repudiated in a very recent case in Massachusetts, *Merriam* v. *Wolcott*, 3 Allen 258. And we cannot, more to our own mind, express the want of foundation for any such distinction, than by quoting the language of the very able and learned judge, Mr. Justice CHAPMAN, who gave the opinion of the court in the case last cited: "There are two cases which state a distinction in regard to this implied warranty that is not recognised in the other cases," citing *Ellis* v. *Wild*, *supra*. and *Baxter* v. *Duren*, *supra*, to which may now be added *Fisher* v. *Lieman*, 13 Md. Rep. 497, and the principal case. Mr. Justice CHAPMAN continues: "If this is the law of this Commonwealth, then the plaintiff cannot recover * *; but it is difficult to see any valid reason for such a distinction. Whether the purchaser pays cash or discharges a debt in payment for the forged paper, the injury is the same to him. There is in both cases a failure of consideration, growing out of a mistake of facts. The actual contract and the implied understanding as to the genuineness of the note is in both cases the same. And we think that the authorities, which hold the seller to an implied warranty, in such case, that the note is genuine, are in conformity with the principles of sound reason and justice, and with the understanding of the parties in making such a contract;" citing the earlier cases of *Cabot Bank* v. *Morton*, *supra*, and *Lobdell* v. *Baker*, 1 Met. 193, as having already virtually overruled *Ellis* v. *Wild*.

I. F. R.