tenants in one plaint for rent, and in another for double value, in consequence of the premises being held over after the expiration of a notice to quit (*Wickham* v. *Lee*, 12 Q. B 526). *Wood* v. *Perry*, 3 Ex. 442, is an authority shewing that the Court of Exchequer held the words cause of action in a similar British Statute, meant 'cause of one action,' and were not to be limited to an action upon one separate contract.

Broom in his legal maxims, page 249, in applying the rule "nemo debet bis vexari pro una et eadem causa" says, "The plaintiff in trover, where no special damage is alleged, is not entitled to damages beyond the value of the chattel he has lost, and after he has once received the full value he is not entitled to further compensation in respect of same loss; and by a former recovery in trover and payment of the damages, the plaintiff's right of property is barred, and the property becomes vested in the defendant in that action as against the plaintiff, *Cooper* v. *Shepherd*, 3 C B 266."

After what has been said, and giving the best consideration in my power to the case, I think the plaintiff in bringing his first suit against the defendant upon the contract proved, voluntarily abandoned his right to recover damages for the alleged breach of the same contract in this suit, for it properly belonged to the subject of litigation between them, and might have been brought forward all in one plaint In other words, I consider the claim for damages upon that contract indivisible, and that plaintiff cannot be permitted to bring separate suits for that which I consider to be but different parts of the same plaint, any more than could the payee of a promissory note be permitted to bring one plaint for the recovery of the principal, another for the interest, and another for the damages, by reason of protest or the like, which would to any person of common sense appear unreasonable.

Irrespective of the law of the case, I do not consider that the plaintiff has made out a sufficient case even upon the merits.

Judgment for the defendant.*

GENERAL CORRESPONDENCE.

TO THE EDITORS OF THE LAW JOURNAL.

AYR, January 17, 1861.

GENTLEMEN,—Please to give your opinion on the following in your next number, and oblige

Your obedient servant.

1. A is owner of lot number one in the eighth concession of B. About sixteen years ago A employed and paid a licensed surveyor for running out his lot. Trees which were then blazed can still be traced. Monuments which were then planted still stand. And fences have been put up on the line which was then running between lots one and two. Is this line good? Will it be considered the *original line* according to the amended Surveyor's Act of June, 1857? No other line has ever been run between lots one and two. Again, no lines have ever been run between lots two and three, nor between lots three and four; but between lots four and five there is an attested monument standing. The owners of lots two and three intend having their lines run out in a short time. Will the surveyor that they employ have to commence at the monument planted on the line run between lots one and two, and measure to the monument standing between lots four and five, and divide equally, according to the Surveyor's Act of 1849? Or will he have to commence at the town line, where there is a monument which was planted by the Government Surveyor when he run out the township, and measure to the *monument between lots four and five, and divide accordingly*? If he does the latter, he will alter the line between lots one and two some links on to lot number one. If this is done, which of the two lines will stand good or be legal, the one which was run sixteen years ago, or the one to be run now?

2. W, becoming insolvent, made a deed of assignment (without the release clause), for the benefit of his creditors, to X and Y, who were none of his creditors. The assignees advertised it regularly in the local newspaper. They notified the creditors by letter, requesting them to come forward and execute the deed of assignment, but none of them has done it except Z. When the property, real and personal, has been sold, and the debts collected, will any of the creditors receive benefit from the funds besides Z, who is the only one that has executed the deed of assignment? If the proceeds have to be divided ratably amongst *all* the creditors, how will the assignees act? They cannot know the amount unless each creditor lodge his claim, justly authenticated, with the assignees.

3. Again, T held a mortgage against part of the estate. T sued W on the mortgage, and got judgment against him, and has sold the mortgage property, but has failed to get his pay in full out of it. Will T receive his apportionment for his balance along with the other creditors?

I am, yours, &c.,

A SUBSCRIBER.

[It is not our purpose to answer questions of general law, and when we do so it is only where the questions if answered will convey information useful to the general body of our readers.

The *first* question put by our correspondent is one in which "the owner of lot number one in the eighth concession of B" may have a very great interest; but really it would be imposing too much on the good nature of our readers to occupy our space with an opinion as to whether, under the particular circumstances stated, "the line run sixteen years ago, or the one to be run now," is to govern? Let "the owner of lot number one in the eighth concession of B" submit his case to some member of the profession in active practice—pay his fee—and be guided by *his* opinion.

The *second* question is not open to similar objections. We presume — though not so stated — that the property assigned was personalty, and that as between the assignor and his assignees there was no actual and continued change of possession of the property assigned. If correct in this supposition, then the assignment can only be sustained if made for the purpose of paying and satisfying, ratably and proportionably, and without preference or priority, *all* the creditors of the assignor their just debts. Should there be any limitation in the assignment preventing creditors, after the lapse of a given period, from taking the benefit of it, then the assignment would be probably held void, as being made for the benefit of such creditors only as shall accept the benefit within the given time, and not for the general benefit of all the creditors of the

* Though this judgment was delivered as long since as 18th March 1857, we only received a report of it during last month, and we now publish the judgment as being one of unusual interest to Judges of Division Courts