unreasonable hardships, for if a prisoner by the duress of the Gaoler came to an untimely death, it is murder in the Gaoler, and the law implies malice in respect of the cruelty."(c) Our own Statute, however, has made it incumbent on the officer in charge of any Lunatic Asylum, Gaol, Lock-up-House, or Penitentiary, to give *immediate notice* to a Coroner of the death of any inmate or person under his care, in order that an inquest may be held upon the body. The second section is to the following effect:—

II. "And be it enacted that upon the death of any prisoner or any lunatic confined in any Lunatic Asylum, it shall be the duty of the Warden, Gaoler, Keeper, or Superintendent of any Penitentiary, Gaol, Prison, House of Correction, Lock-up-House, or Lunatic Asylum, in which such prisoner or lunatic shall have died, immediately to give notice of such death to some Coroner of the County or City in which such death shall have taken place, and thereupon such Coroner shall proceed forthwith to hold an inquest upon the body of such deceased prisoner or lunatic."

Inquest on view of the body.—Although the statute of Edward is silent as to the inquest being *super visum corporis*, yet it is absolutely necessary.(d) And where the body cannot be found, or is so putrified that a view would be of no service, the Coroner, without a special commission, cannot take the inquest; but in such cases it shall be taken by Justices of the Peace.(e) It seems that the whole of the body ought to be viewed to see if any marks appear.(f) The inquest must, moreover, be holden within a reasonable time after the death; thus in *Regina* v. *Clark* the Court held that seven months was too late:(g) and if the Coroner take his inquisition on view of the body, after long putrifaction, it is in the discretion of the Court of Queen's Bench whether they will receive it or not.(h) It is stated that the Coroner may lawfully, within convenient time,(i) as in fourteen days, after the death, take up a dead body out of the grave, in order to view it, not only for the taking of an inquest where none had been taken, but also for the due taking of one where insufficiently taken before:(k) but in the latter case he cannot do so without the leave of the Queen's Bench, the granting of which is discretionary with the Judges, according to the time and circumstances.

(TO BE CONTINUED.)

U. C. REPORTS.

CHANCERY CASES.

STEVENSON v. CLARKE.

Specific performance—Saw Logs.

The Court will decree the specific performance of a contract for the manufacture and sale of saw-logs, where they are capable of being identified and possess a peculiar value for the purchaser. [4 U. C. C. Rep., 510.]

This was a suit instituted by *John Stevenson* and *John David Ham* to compel the specific performance of a contract for the manufacture and sale of saw-logs entered into with them by *Eli Clarke, George Clarke and Charles Clarke*, the defendants in the cause; and the bill set forth that the plaintiffs beings owners of certain saw mills in operation, had for the purpose of obtaining a supply of logs for the use of their mills entered into the contract with the defendants; that the defendants had refused to perform the contract, although a large quantity of saw-logs had been got out by the defendants and marked with the mark of the plaintiffs in order to designate them as being the property of the plaintiffs, and that great loss had been sustained by the plaintiffs in consequence thereof, and if not performed, still greater loss would accrue to the plaintiffs by reason of the stoppage of their mills, for want of the logs, as they had calculated upon the delivery thereof to give employment to their mills.

The bill prayed a specific performance of the contract, and an injunction to stay the sale of the logs by the defendants to any other person.

The defendants did not answer, and an injunction had been obtained for default. The cause was now brought on for hearing.

Mowat, for the plaintiff, referred to *Farwell* v. *Wallbridge*, 2, U. C. C. Rep. 332; and *Flint* v. *Corby*, 4, U. C. C. Rep. 45.

The judgment of the court was delivered by

ESTEN, V.C.—This suit was founded upon an agreement between the plaintiffs and defendants for the defendants to deliver to the plaintiffs from six to eight thousand logs of a certain size and description, in or before the month of June, 1853, at the price of 3s. 9½d. per log, payable in certain monthly instalments, while the manufacture of the logs was in progress, and the residue after their delivery; and the logs, when cut and drawn were to be distinguished by a peculiar mark, and the plaintiffs were to have security upon them for their advances. Several motions were made for an injunction in terms of the prayer of the bill, and finally a motion was made for a decree, upon none of which did the defendants appear, although they had received all the necessary notices. It was proved that a large number of logs distinguished by the stipulated mark were conveyed by the defendants down the Napanee river, the greater part to a point some miles above the village of Napanee, and the residue to the village itself. The plaintiffs had paid the sum of £114 and upwards under the contract, and stated that they had always been ready to pay the remainder of the monies payable for the logs, and had paid all that had been demanded of them. By the terms of the agreement the defendants engaged to receive as much as possible of the stipulated price for the logs in goods from the plaintiffs' store. The plaintiffs appear to have acted with becoming promptitude in the matter, and the defendants have not only failed in performing their contract, but have, as appears, attempted to defraud the plaintiffs by using all or part of the logs conveyed to the village of Napanee themselves, and by disposing of the whole or part of the residue above the village to others. We think the plaintiffs entitled to a decree for the delivery of all the logs distinguished by the mark agreed upon, and remaining in the possession or power of the defendants, with costs. We distinguish this suit from one for the specific delivery of chattels, which rests upon property. The present suit is founded upon contract, of which the plaintiffs are entitled to the specific execution, the chattels forming the subject of it having been identified, and possessing a peculiar value. Such a right, we think, is quite consistent with the stipulation for security for advances. The contract might or might not be performed, but the plaintiffs were at all events to have security for the advances.

(c) 3, Inst. 52, 91.
(d) 4, Inst. 271, 2 Hale 88.
(e) 2, Hawk P. C. 9.
(f) Rex. v. Bond, 1 Str. 22.
(g) Salk. 377.
(h) R. v. Causey, Hil. 3 Geo. 1.
(i) 2 Hawk. 9. s. 23.
(k) 1 Str. 22. 533.