

each County for signature, and when completed to be forwarded to the Committee with a view to submission to the legislature. This will of course be attended with some expenses, but a very trifling sum from each D. C. Bailiff in the County (and all are interested) would be sufficient. Our columns will be open to any Communications of reasonable length and to the point, and when we see what case Bailiffs make out for themselves, will have pleasure in advocating their just claims.

We are asked by a Bailiff, "Should not the Bailiff be allowed one mile on every summons if *but a short distance* from the office?" We think not according to the present tariff: another question the same party puts was answered in a former number.

SUITORS.

Goods bargained and sold (continued from page 22.)

Signature by Agent.—A sale by auction is within the Statute, and the auctioneer is the agent both for the seller and the buyer.

An auctioneer ought to have a Book in which the particulars of every sale may be entered: it may be prepared beforehand, with a proper heading showing whose property is to be sold, the conditions of sale, &c., and with a column describing each article or lot to be sold, and two blank columns, one for the name of the purchasers and another for the price at which each lot is bid off: and when the auctioneer writes down the buyer's name in this book, together with the price bid, it is a sufficient memorandum within the Statute. But when the conditions of sale are not in the Book or referred to, it will not be a sufficient compliance with the Statute.

With regard to signature by agent, it is settled that the agent or person authorised by the party to sign need not be authorised in writing.

A subsequent recognition of the authority of the agent by the principal is sufficient; therefore if A, without authority, makes a contract in writing for the purchase of goods by B, and subsequently ratifies the contract, such ratification renders the act of A. valid as an agent within the Statute of Frauds.

ON THE DUTIES OF MAGISTRATES.

SKETCHES BY A. J. P.

Evidence, (continued.)—In all examinations the opposite party has the right to cross-examine the witness with a view to elicit, if he can, evidence in his own favour; and the party who first calls the witness has a right to re-examine him.

If the witnesses on behalf of the complainant do not make out a clear case, the Magistrates should deliberate, and if they are of opinion that no case has been established, should dismiss the complaint without calling on the defendant for any proof. If they are of opinion that a *prima facie* case has been established, they will proceed to hear the defendant's defence: the defendant, in the first place, may address the Magistrates personally or by his counsel, and then call his witnesses. After the evidence of the witnesses for the defence has been gone through with, the complainant may call witnesses to contradict the witnesses examined by the defendant. When the case on both sides is closed, the Justices may proceed to adjudicate upon it: if after considering the evidence on both sides they are in doubt, but have reason to believe that more conclusive evidence can be adduced, and think that the ends of justice require it, they may adjourn the case and summon additional witnesses.

MANUAL, ON THE OFFICE AND DUTIES OF BAILIFFS IN THE DIVISION COURTS.

(For the Law Journal.—By V.)

CONTINUED FROM PAGE 24.

In addition to the ordinary personal property the growing crops and fixtures belonging to defendant may be seized and sold.

By the 89th section of the Division Court Act, an execution from the Division Court has a wider range than that of one from the Superior Courts, for a Bailiff executing the process of execution may by virtue thereof seize and take any *money or bank notes, any cheques, bills of exchange, promissory notes, bonds, specialities or securities for money*, belonging to the person against whom such execution shall have issued: and the following section (90) enacts that the Bailiff shall hold any cheques, bills of exchange, &c., &c., so seized and taken as security or securities for the amount directed to be levied for the benefit of the plaintiff, and the plaintiff may sue in the defendant's name, or in the name of any person in whose name the defendant might have sued for the recovery of the sum or sums secured or made payable thereby, when the time of payment thereof shall have arrived.

The question arises, what would the Bailiff be entitled to seize and take under this enactment? There are decisions on a similar enactment in England which throws some light on the subject. (1)

(1) See Arch. Proc.—Title, Execution by Pl. Pl.