sessed of his information as an attorney, that he had a lien on the deed, and that he was entitled to witness fees as an attorney.

Held, that he was not so entitled, and should have attended; and the rule was made absolute. —*Deadman* v *Ewen*, 27 U. C. Q. B. 176.

RAILWAY CO. — ASSESSMENT — AVOWRY. — In avowing for a distress for taxes due upon land belonging to a Railway Company, it is unnecessary to allege that in the assessment the value of the land occupied by the Railway was distinguished from that of their other real property, or that they had no other real property, or that the assessment was communicated to the Company. Such objections should form the subject of a plea.—*The Great Western Railway Co.* v. *Rogers*, 27 U. C. Q. B. 214.

WORK AND LABOUR. — RELATIONSHIP. — EVIDENCE OF HIRING.—The plaintiff sued her brother for wages during several years that she had lived with him on his farm, keeping house for him while he was unmarried.

Held, that from this alone the law would not, under the circumstances, imply a promise to pay, and there being no other evidence of any hiring or promise, that there was nothing to go to the jury.—*Redmond* v. *Redmond*, 27 U. C. Q. B. 220.

PRINCIPAL AND AGENT.—SALE OF LAND.—A. and B. advertised an estate for sale. The advertisement stated "to treat and view the property applications are to be made to A. or B."

Held, that this did not give A. authority to sell the estate, so as to bind B., without his concurrence.—*Goodwin* v. *Brind and others*, 17 W. R. 29.

INFANT, CONTRACT WITH—Goods were supplied to an infant who, after he came of age, signed, at the foot of an account containing the items and prices, the following memorandum:—"I certify that this account is correct and necessary."

Held, that this was no more than an admission of the correctness of the items and charges, and did not amount to a ratification, on which the defendant could be charged under 9 Geo. IV., c. 14, s. 5.—*Rowe* v. *Hopwood*, 27 W. R.

FAMILY RELATIONSHIP — HIRING. — Where a family relationship exists, as, for instance, between father and son or grandson, or uncle and nephew, or even more remotely, no implied promise to pay for services rendered in such relation between the parties, arises

In such cases a contract or promise to pay for services, must be established in order to enable the claimant to recover, and the evidence ought to be clear and satisfactory, otherwise the services will be referred to the relationship.

But where there is evidence of a contract, if it be unwritten, it is always for the jury to say whether it establishes the claim of the plaintiff or not.

If the testimony show that the family relation once existing has been changed to a contract to pay wages, the claimant will be entitled to recover: and if no sum be fixed he may recover as per a *quantum meruit*.

Where an amendment to the *narr.* would have been allowed on trial, if objection had been made, after verdict it will be treated as amended in accordance with the evidence and trial.—*Neel's Administrator* v. *Neel*, U S Rep.

ONTARIO REPORTS.

INSOLVENCY CASES.

(In the Co. Court of Prince Edward & Court of Chancery.)

IN THE MATTER OF JOHN THOMAS, AN INSOLVENT.

Upon an application for discharge of Insolvent under sub-sec. 10 of sec. 9 of Act of 1864, a creditor objected that it did not appear that Insolvent had any estate, and therefore, did not come within provisions of the Act, and also, that Assignee had not given the notice mentioned in sec. 10, sub-sec. 1 of same Act.

Held, on appeal to Court of Chancery, reversing decision of the Judge of the County Court, that the discharge of insolvent should not have been refused on above grounds.

[Chancery, June 8th, Sept. 9th, 16th, 1868.]

This insolvent made a voluntary assignment in March, 1867, to official assignee of County of Prince Edward a few days after all his property had been sold by the Sheriff. At the expiration of two months the assignee applied to the insolvent for funds to pay for advertising meeting of creditors for examination of the insolvent under sec. 10, sub-sec. 1 of Act of 1864. The insolvent replied that he had no money to give for the purpose, and the meeting was not called.

At the expiration of a year from date of assignment, insolvent not having obtained from the required proportion of the creditors a consent to his discharge, or the execution of a deed of composition and discharge, applied to the Judge of the County Court of Prince Edward for a discharge, having given notice of such application by advertisement as required by sub-sec. 10 of sec. 9 of Act of 1864.

Allison, for the only opposing creditors, objected, 1st, that it did not appear that the insolvent had any estate to assign, and therefore did not come within the provisions of the Act; 2nd, that the notice required by sec. 10, sub-sec. 1, had not been given by the assignee.

Ollard for insolvent, contended that the act applied to all persons unable to meet their engagement as mentioned in sec 2 of the act, and it was not necessary that insolvent should be possessed of any estate at the time of assignment, otherwise a person in insolvent's position with several writs of executions hanging over him could never obtain the benefit of the act As to the second objection, that it was a question between creditors and assignee: that creditors who had notice of his assignment could at any time before discharge,