

CHANCERY SPRING SITTINGS, 1866—APPOINTMENTS TO OFFICE—TO CORRESPONDENTS.

in subordination to the superior control of the court over the whole matter of the sale, to adjourn from time to time.

3. In a case where the decrees was that the sale should be made *unless the mortgagors should previously pay the mortgage debt*, a few short adjournments for the purpose of enabling the mortgagors to make an arrangement to pay it, are adjournments for sufficient cause, although such adjournments have been made by direction of the complainant's solicitor. And if, prior to the day to which the sale stands adjourned, the mortgagors come in and pay the complainants the amount of the decree, &c., the sale may properly be discontinued altogether. (Phil. Leg. Int.)

U. S. YOUNG v. MCKEE.

Mortgage by infant—Affirmance.

An infant who receives a conveyance of lands and gives a mortgage for the purchase-price, affirms the mortgage if he claims to retain the land after coming of age. The conveyance and the mortgage are all one transaction, and he cannot affirm it so far as it results to his benefit, and repudiate it in other respects. (13 Mich.)

COCKENOUR v. BULLOCK.

Mortgages—Practice—Amending decree.

It is no defence to a bill of foreclosure that the mortgage was given to secure the purchase money of the mortgaged property, and that to part of it the vendor (now the mortgagee) had no title.

Where, on a bill praying foreclosure only, a decree for sale was drawn up with a direction that the mortgagor should pay any deficiency, the court, at the instance of the mortgagor, four years afterwards amended the decree by striking out this direction, but ordered the mortgagor to pay the costs of the proceedings which had taken place under the decree. (12 U. C. Chan. 138.)

PROBATE.

Nov. 14, 1865.

JACKSON v. JACKSON.

Administration bond—Justifying by sureties—Where dispensed with—Practice—20 & 21 Vic c 77, s. 81.

Where the Court is satisfied that property in which infant children take a share is in the custody of the Court of Chancery, and cannot be taken out by a collusive or fraudulent termination of the suit, it will dispense with the sureties usually required in administration bonds, if it appear that the person to whom administration is granted is unable, or finds it difficult, to procure such sureties. When the Court is not satisfied that the property cannot be fraudulently taken out of the custody of the Court of Chancery, it will not dispense with the sureties, but will allow the number to be increased so as to facilitate finding security. (14 W. R. 112.)

RE J. H. ROLAND. Jan. 23.

Will—Misdescription—Parol evidence.

Where there is a person corresponding in name and address, but not in other particulars, to the description of the legatee contained in the will, and another person corresponding in every particular except the Christian name, the court admitted parol evidence to show that the latter was the person intended to be benefitted. (14 W. R. 317.)

CHANCERY SPRING SITTINGS, 1866.

The Hon. Vice-Chancellor Spragge.

Toronto Tuesday 20 March.

The Hon. Vice-Chancellor Mowat.

Stratford Tuesday 3 April.
Goderich Thursday 5 "
Sarnia Monday 9 "
Sandwich Wednesday 11 "
Chatham Friday 13 "
London Tuesday 17 "
Woodstock Saturday 21 "
Simcoe Thursday 26 "

The Hon. Vice-Chancellor Spragge.

Guelph Thursday 26 April.
Brantford Tuesday 1 May.
Hamilton Thursday 3 "
Niagara Thursday 10 "
Whitby Monday 14 "
Cobourg Thursday 17 "
Barrie Tuesday 22 "
Owen Sound Friday 25 "

The Hon. the Chancellor.

Belleville Tuesday 15 May.
Brockville Thursday 17 "
Ottawa Monday 21 "
Cornwall Saturday 26 "
Kingston Wednesday 30 "
Peterboro' Tuesday 5 June.
Lindsay Thursday 7 "

APPOINTMENTS TO OFFICE.

NOTARIES PUBLIC.

RICHARD SNELLING, of the City of Toronto, Esquire, Barrister-at Law, to be a Notary Public in Upper Canada (Gazetted February 3, 1866.)

CORONERS.

JAMES HUTTON, of Forest Village, Esquire, M.D., to be an Associate Coroner for the County of Lambton. (Gazetted February 3, 1866.)

HENRY R. HANEY, of Fenwick, Esquire, M.D., to be an Associate Coroner for the County of Welland. (Gazetted February 3, 1866.)

THOMAS EYRES, of the Village of Millbrook, Esquire, to be an Associate Coroner for the United Counties of Northumberland and Durham. (Gazetted February 3, 1866.)

TO CORRESPONDENTS.

"ATTORNEY"—We insert the case you send us, but under the rules we have laid down for our guidance, this is all we can do.

"LEX"—We do not understand your statement of facts; but in any case it does not appear to touch matters of general interest, and is therefore not in our province to answer.

"LAW STUDENT"—"ATTORNEY"—"A LAW STUDENT"—"H. R."—"JUSTITIA"—"LEX"—"D."—"A SCHOLAR"—Under "General Correspondence."