

MONTHLY REPERTORY—APPOINTMENTS TO OFFICE—TO CORRESPONDENTS.

privilege, unless upon the terms of payment for the copy or extract, as if made by themselves.

We have always doubted the legality of this exaction, and would be glad to find it contested and decided. Any one, upon payment of ten cents, has a right to search for and to see the instrument filed. When he sees it he has a right to read it. He has a right to recollect the entire contents of it, and, if his memory is a good one, from memory write it out in the same room, or in the next room. Why should he not be allowed, without extra cost, to aid his memory by the use of a pen or pencil? The copy or extract may or may not be correct, but the clerk is in no way responsible for its correctness. Where he does no work, and assumes no responsibility for the work done, it is difficult to understand why he should be allowed to charge for it, as if done by himself and certified as correct.

The charge of fifty cents for a chattel mortgage more than two years old, is wholly indefensible. The tariff has no reference whatever to chattel mortgages.—Eds. L. J.]

MONTHLY REPERTORY.

CHANCERY.

M. R. May 8.
RE SADD.
Solicitor and client—Taxation—Costs incurred before retainer—Composition deed.

A solicitor was retained by a debtor to prepare a composition deed, the first trust of which provided for the costs of its preparation. The trustees accepted the trusts, and various sums were received and paid by the solicitor on account of the trustees. The trustees obtained a common order for taxation of the solicitor's bill of costs.

Held, that the solicitor was entitled to set off against his receipts the costs of and attending the preparation of the deed, though incurred prior to the retainer by the trustees, and though no action could be maintained for them against the trustees. (13 W. R. 1009.)

M. R. July 21.
BANKS v. GIBSON.
Partnership—Dissolution—Right to use name of firm.

On the dissolution of a partnership each partner is, in the absence of any special agreement, entitled to trade under the name or style of the old firm.

The plaintiff's husband, B., and the defendant for many years carried on business under the style of B. & Co. The plaintiff, on the death of her husband, continued the partnership in pur-

suance of a proviso in the articles of partnership. The plaintiff and defendant afterwards dissolved partnership by mutual consent, and no stipulation was made with respect to the use of the name of the firm. The defendant continued to trade under the style of B. & Co., while the plaintiff traded in her own name B. It was proved that orders intended for the plaintiff were sent to the defendant, but no fraud was established.

Held, that the plaintiff was not entitled to an injunction to restrain the defendant from trading as B. & Co. (13 W. R. 1012.)

M. R. July 10.
GRANT v. GRANT.
Married woman—Gifts by husband to wife—Separate property—Evidence of voluntary gifts.

In order to establish the fact of a gift of chattels from a husband to his wife, there must be clear and distinct evidence corroborative of the wife's testimony. It is not necessary that he should deliver them to a trustee for his wife; it is sufficient if he constitutes himself a trustee for her by making the gift in the presence of a witness, or by subsequent statements to a witness that he has made the gift: but a mere declaration of intention to give is not sufficient.

Seemle, presents made by a husband to his wife, whether in contemplation of or subsequent to their marriage, are the separate property of the wife, and do not form part of the husband's personal estate.

Observations on the evidence necessary to support a voluntary gift. (13 W. R. 1057.)

APPOINTMENTS TO OFFICE.

COUNTY JUDGE.

GEORGE SHERWOOD, Esquire, commonly called the Hon. George Sherwood, to be Judge of the County Court of the County of Hastings. (Gazetted Sept. 2, 1865.)

NOTARIES PUBLIC.

HIRAM MCCREA, of Frankville, Esquire, to be a Notary Public in Upper Canada. (Gazetted Sept. 16, 1865.)

THOMAS PHILLIPS THOMSON, of St. Catharines, Esq., Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted Sept. 23, 1865.)

ANDREW THOMAS DRUMMOND, of Kingston, Esquire, Barrister-at-law, to be a Notary Public in Upper Canada. (Gazetted Sept. 23, 1865.)

FRANCIS EDWIN KILVERT, of the City of Hamilton, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada. (Gazetted Sept. 23, 1865.)

THOMAS FERRIS NELLIS, of the City of Ottawa, Esq., Barrister-at-Law, to be a Notary Public in Upper Canada. (Gazetted, Sept. 23, 1865.)

CORONERS.

JESSE SHIBLEY, Esquire, Associate Coroner, County of Lennox and Addington. (Gazetted Sept. 2, 1865.)

DUGALD L. McALVINE, Esquire, M.D., Associate Coroner County of Middlesex. (Gazetted Sept. 2, 1865.)

JOHN HARRIS COMFORT, Esquire, M.D., Associate Coroner, County of Lincoln. (Gazetted Sept. 16, 1865.)

JOHN FERGUSSON, of Appin, Esquire, M.D., Associate Coroner, County of Middlesex. (Gazetted Sept. 23, 1865.)

JOHN R. ASH, of Centreville, Esquire, M.D., Associate Coroner for the United Counties of Lennox and Addington. (Gazetted Sept. 23, 1865.)

TO CORRESPONDENTS.

"T. PHILLIPS THOMPSON"—"A CLERK"—Under "General Correspondence."

"RATE PAYER" in current number of *Local Courts' Gazette*.