

Held, that the auctioneer was liable to the plaintiff in an action for breach of contract.

Held, also, by MILLES J., and BRAMWELL, B. that upon the evidence in the case the auctioneer was liable to the plaintiff for the breach of an undertaking on his part that he had authority to sell without reserve, and that the declaration ought to be framed accordingly.

Held, (affirming the judgment of the Queen's Bench) that the auctioneer was not liable upon a count charging him with a breach of duty as agent of the plaintiff.

Before the contract has been complete, the owner may revoke his authority to the auctioneer to sell; but at the peril of having to indemnify the auctioneer, if, by reason of his employment he has incurred any liability. But held that in this case the bidding of the owner of the mare did not amount to such revocation.

The court will exercise largely its powers of an amendment, in order to determine the real question in controversy; and in the case allowed the pleadings to be amended.

CHANCERY.

M. R. VEAL V. VEAL. July 26.

Donates Mortis Causa—Unindorsed Promissory Note.

A delivery of unindorsed promissory notes payable to the donatrix, held a sufficient delivery to constitute good *donates mortis causa*.

M. R. GOULDER V. CANNON. Nov. 5.

Will—Separate estate—Husband and Wife.

A devise to trustees for "the use and benefit of a woman, she to receive the rents from the tenants herself whether married or single," does not create a separate use.

A direction in a Will that no sale or mortgage should be made by the devisee will go for nothing, unless the estate be properly limited to him.

L. C. PIGOTT V. STRATTON. Nov. 12.

Building lease—Covenant—Representation.

A lease for 999 years, with restrictive covenants as to the mode of building upon the land demised, was granted to S., who sold a house built thereon to P., representing that he S., was prevented by his lease from building on other parts of the land, so as to interrupt the sea view. S. also granted an under lease to H., to whom S. made similar representations; S. covenanting to observe the lessees' covenants in the original lease, and to indemnify H. in respect to any breach. H. assigned his under lease to P. Subsequently S. surrendered his original lease, and obtained a fresh one not containing the restrictive covenants.

Held, that the covenant of S. in the under lease to observe all the covenants in the original lease, had the same effect as if the latter covenants had been repeated at length in the under lease; and, also, that S. was bound by his representations.

L. C. THIEDEMANN V. GOLDSCHMIDT. Nov. 8.

Bill of Exchange—Acceptance obtained by fraud—Title of indorsee for value—Jurisdiction.

He drew a bill of exchange on the plaintiff, and induced him to accept it by sending with it a forged bill of lading. He then indorsed the bill of exchange to the defendants for value without notice of the forgery. The plaintiff filed a bill against the indorsers, to restrain them from suing him at law, and praying that the bill might be delivered up to be cancelled.

Held, that the fraud practiced on the acceptor was no defence against the indorsers for value.

Fraud being a good defence at law to an action on a bill of exchange, there is no ground for seeking relief in equity. And *semble* the bill in the present case would have been returnable if it had not prayed that the bill of exchange might be delivered up.

M. R. PEDDER V. PEDDER. Nov. 11.
Revivor—Executor.

Where there is a sole plaintiff in a suit, and a sole defendant, and the defendant dies, having appointed the plaintiff his sole executor, an order to revive may be obtained by the plaintiff as executor, against the persons beneficially interested who have been summoned to attend the proceedings in Chambers.

M. R. In Re DAVIE, Ex parte WHITE. Nov. 12.
Taxation—Solicitor—Costs.

Where a bill of costs is paid under a protest, an order to obtain some document on which the solicitor whose bill of costs is sought to be taxed has a lien, the objectionable items in the bill ought to be specified before payment.

V. C. S. HANCOCK V. ROLLISON. Nov. 16.
Practice—Dismissal of bill for want of prosecution.

A bill was served on a defendant on the 14th of March, to which an answer was put in on the 23rd of April following; the answer became sufficient on the 16th of June. No further steps having been taken in the cause, the defendant in the following November, moved to dismiss for want of prosecution. The court refused the plaintiff leave to amend, and dismissed the bill with costs.

M. R. STAMPSFIELD HALLAM. Nov. 11.
Husband and Wife—Equity of Redemption—Mortgage.

Where a husband and wife have joined in a Mortgage of the wives copyhold and freehold estate; and the equity of redemption has been reserved to the husband and his heirs *simpliciter*, and the husband during their joint lives pays off the mortgage with the wives money, and dies, leaving their son his heir-at-law; the court will, in the absence of any evidence of an intention, alter the course of the descent of the equity of redemption, decreeing a reconveyance by the husband's heir to the use of the wife in fee.

M. R. THOMPSON V. ROBINSON. Nov. 18.
Will—Legacy—Nephew and Niece and Grand Nephew, and Grand Niece.

A bequest to A. and B., as "nephew and niece," although in the subsequent part of the Will, the testator alludes to them as the children of his nephew, will not be sufficient to indicate that in a subsequent bequest to nephews and nieces," the testator intended that his grand nephews and grand nieces should be included.

APPOINTMENTS TO OFFICE, &c.

CORONERS.

- MICHAEL LAWLOR, Esq., M.D., Associate Coroner City of Toronto.
- LORENZO CLOSSON, Esq., M.D., Associate Coroner United Counties of York and Peel.
- DANIEL COON, Esq., M.D., Associate Coroner County of Perth.—(Gazetted 21st July, 1860.)

NOTARIES.

- ROBERT MORTIMER WILKINSON, of Kingston, Esquire, Barrister at Law, to be a Notary Public in Upper Canada.
- JOHN WESLEY KERR, of Cobourg, Esquire, Attorney at Law, to be a Notary Public in Upper Canada.
- GEORGE SECORD, of Gainsborough, Esquire, to be a Notary Public in Upper Canada.
- CHRISTOPHER ZOEGER, of Petersburg, Esquire, to be a Notary Public in Upper Canada.
- WILLIAM CANNON, of Westmeath, Esquire, to be a Notary Public in Upper Canada.—(Gazetted 21st July, 1860.)

TO CORRESPONDENTS.

A DIVISION COURT CLERK.—F. OSLER.—Under "Division Courts," p. 151.
J. F.—Under "General Correspondence," p. 190.