

Q. B. April, 30.  
REGINA v. THE GREAT WESTERN RAILWAY COMPANY AND OTHERS.

*Meaning of the word "theretofore."*

When a street, which was a public highway, had been once put in good repair, but, at the time of the passing of the special Act, was out of repair.

*Held*, that the Commissioners had no power under s. 53, of 10 & 11 Vic. c. 84, to do the necessary repairs, and charge the expenses on the adjoining occupiers, as the word "theretofore" in that section is not restricted to the time of the passing of the special Act, but is used in its ordinary sense.

C. P. CLARKE v. DICKSON. May, 2.

*Fales representation—Prospectus—Ambiguous representation therein—Question for jury—Variance.*

An action for a false misrepresentation is maintainable, although the representation may be capable of being so construed as not to be absolutely untrue. In such a case, the way in which it was intended to be, and would be ordinarily understood may be properly left to the jury.

Q. B. FRAY v. VOWLES. May 3.

*Attorney and client—Power of attorney to compromise.*

To a declaration by a client against his attorney for compromising two actions in which the client was plaintiff, contrary to the client's express directions; it was pleaded that the compromise was entered into by the advice of counsel, and that it was necessary for, and beneficial to the client's interest so to do.

*Held*, that this was a bad plea.

The client, and not the attorney, is *dominus litis*; and though by the retainer the attorney may have an implied authority to enter into a compromise that authority may be withdrawn by the client at any time.

EX. FREWEN v. LETHBRIDGE. May 5.

*Common Law Procedure Act, 1856, s. 212—Construction of the words "entering verdict" in the section.*

Upon a motion for a rule *nisi* to set aside the master's *allocatur* for costs upon the ground that judgment had not been entered within two terms after verdict, within the meaning of s. 139 of the Common Law Procedure Act, 1852.

*Held*, that the Act had been complied with.

### CHANCERY.

V. C. S. TEED v. BEERE. March 17.

*Statute of limitations—Money received by a Barrister's Clerk on his behalf and not accounted for—Confidential relation—Proceedings in a former suit.*

J. B. the confidential clerk of the plaintiff, a Barrister, having defrauded his employer of a considerable amount of fees which he had received on his behalf, absconded in the year 1846, and was not heard of till after his death. J. B. died intestate, and his widow in 1854, instituted a suit for the administration of his estate, under which the common decree was made. The plaintiff then put in his claim as a creditor for the amount due to him, which claim was disallowed by the chief clerk on the ground that it was barred by the statute of limitations.

The plaintiff afterwards filed a bill against the next of kin of J. B. to recover the amount of the fees of which he had been defrauded, out of her distributive share of the assets of the intestate.

*Held*, that in consequence of the confidential relation which existed between J. B. and the plaintiff, the debt was not barred by the statute of limitations, and that the plaintiff was not precluded from enforcing his claim in a suit instituted by him for that purpose, by reason of the certificate of the chief clerk disallowing the claim made under the former suit.

L. J. GRESLEY v. MOUSLEY.  
*Purchase by Solicitor of client—Under value—Lapse of time—Acquiescence—Devise of right of claim.*

A purchase of real estate by a solicitor from his client, set aside after twenty years, on the ground of inadequate consideration, and of the embarrassed circumstances and want of independent professional advice of the client.

A solicitor who purchases from his client must not only take care that the transaction is perfectly fair, but also that the evidence of its fairness is preserved; for the onus of supporting it is on the solicitor, and he cannot complain that he has lost the means of proving his case by lapse of time.

The right to set aside a voidable sale of real estate is not analogous to a right of entry at law, but is an equitable estate, which is devisable.

V. C. K. HOLBOYD v. HOLBOYD. May 1.

*Partnership property—Intestacy—Conversion.*

Where land is purchased during the continuance of a partnership, with partnership assets, and for partnership purposes, on the death of one partner intestate, such land must be considered as personal estate as between the heir at law and personal representative of the intestate.

V. C. S. MORGAN v. HIGGINS. Jan. 20.

*Solicitor and client—Acceptance of a gross sum by a solicitor in lieu of delivering a bill of costs—Pressure—Right to an account—Costs of suit.*

A solicitor is not justified in accepting from his client a gross sum as a remuneration for his professional services in lieu of delivery of a bill of costs, without the intervention of a third party, or adopting some other mode of extricating his client from the effect of that pressure which the law assumes while the relation of solicitor and client exists between them.

When a mortgage has been executed by a client in favor of his solicitor, who prepared it and who had the sole management of his property, for the purpose of securing amongst other things the payment of a gross amount, instead of the delivery of a bill of costs, and the evidence shows that the solicitor took no proper steps to relieve his client from his incapacity to enter into such an agreement, such a mortgage can only stand as a security for the amount to be found due in respect thereof; and in a suit instituted against the solicitor for an account of what is so due and owing, the costs up to the hearing must be borne by the defendant.

### APPOINTMENTS TO OFFICE, &c.

#### CORONERS.

GEORGE D. WILSON, Esquire, M.D., and EDWARD HOPKINS, Esquire, M.D., Associate Coroners for the County of Brant.—(Gazetted 13th August.)  
JOHN BEATTY, the younger, Esquire, Associate Coroner, United Counties of Northumberland and Durham.  
JAMES FITZGERALD, Esquire, Associate Coroner, County of Victoria.  
JOSIAH FIDLER, of the Town of Lindsay, Esquire, M.D., Coroner for the Town of Lindsay.—(Gazetted 27th August.)

#### NOTARIES PUBLIC.

SAMUEL COCHRANE, the younger, of Ottawa, Esquire, to be a Notary Public in Upper Canada.—(Gazetted 13th August.)  
CHARLES POOL, of the Town of Cornwall, Esquire, to be a Notary Public in Upper Canada.  
ALEXANDER J. CATTANACH, of the City of Toronto, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted 20th August.)  
EDMUND JOHN SENKLER, the younger, of Brockville, Esquire, Attorney-at-Law, to be a Notary Public in Upper Canada.—(Gazetted 27th August.)

### TO CORRESPONDENTS.

A SUBSCRIBER—M. F. EMPER,—under "Division Courts."  
VILLAGE CLERK—AN ELECTOR,—under "General Correspondence."  
A TOWN CLERK,—too late for the present number.