

MONTHLY REPERTORY.

A "Postscript" is added, containing references to cases decided, and questions which had arisen during its progress through the press. Some of these questions we have already discussed, many others are open for discussion; for, as we have already said, the Act is not drawn up with that care that the importance of the subject required, or the time spent, or supposed to have been spent upon its compilation, might lead us to expect.

A very full Index completes the volume; and, in conclusion, we must say that the thanks of all concerned in the registration of titles, whether professional men, Registrars, or that multitudinous class that go by the misapplied name of "conveyancers," are due to Mr. Wood, for a very useful and complete manual on the law affecting the registration of titles in Upper Canada.

The material part of the work is got up, as usual, in Messrs. Chewett & Co.'s excellent style. The price in paper covers is one dollar, and in half calf one dollar and fifty-cents.

MONTHLY REPERTORY.

COMMON LAW.

EX. JOURDAIN v. PALMER. Jan. 11.

*Common Law Procedure Act, 1854, sec 51—Interrogatories.*

In an action for the breach of an agreement to pay the stamp duties upon letters patent, whereby the letters patent became void,

*Held*, that the defendant was not entitled to interrogate the plaintiff as to the value of the patent, and the damage sustained by its loss, with a view to the payment of money into court.

*Wright v Goodlake*, W. R. 349; 3 H. & C. 640, questioned.

To entitle a party to interrogatories, it is not enough that he is entitled to discovery in equity upon some ground and for some purpose, it must be upon the same ground and for the same purpose for which the interrogatories are sought. (14 W. R. 283.)

EX. Jan. 16, 18, 19.

DYER v. BEST.

*Common informer—Limitation of action—31 Eliz. cap. 5, sec. 5.*

The 31 Eliz. cap. 5, sec. 4, applies to a common informer suing *pro se ipso*. A common informer, therefore, must bring his action within a year after the commission of the offence. (14 W. R. 336.)

CHANCERY.

L. J. ROBSON v. WHITTINGHAM. Jan. 17.

*Ancient rights—Trivial injury—Damages—Form of decree—Remedy at law.*

In a bill for an injunction the court will not interfere unless substantial injury has been

established; but, in declining to give damages, there is no intention to decide that there is no case at all; the court simply leaves the parties to their remedy at law. (14 W. R. 291.)

L. J. WILLIAMS v. GLENTON. Jan. 16, 17.

*Vendor and purchaser—Interest—Costs—Legal estate.*

Where a purchaser has agreed that if from any cause whatever the purchase shall not be completed by a day named, he will pay interest on his purchase-money, the mere existence of a difficulty as to title, though caused by the *laches* of the vendor, is not sufficient to absolve the purchaser from his liability to pay interest.

Under such circumstances, nothing short of misconduct on the part of the vendor will disentitle him to maintain a claim for interest.

*Semble*, that a purchaser will not be ordered to pay the costs of a suit necessary for getting in the legal estate. (14 W. R. 294.)

M. R. Jan. 13, 17.

EARL POULETT v. HOOD.

*Will—Construction—"Money due on mortgage from any person—Charge—Succession duty.*

A testator, by his will, gave "all money which, at the time of his death, should be due to him on mortgage from any person or persons whomsoever."

*Held*, that charges upon real estate, created under a settlement, and to which the testator was entitled, did not pass by these words.

A fund set apart by the testator for the payment of the legacy and succession duty, "in consequence of his death, is liable to pay the duty upon every succession which occurs upon his death, and not merely upon these successions which are created by his will. (14 W. R. 293)

L. C. IN RE COLENERE. Dec. 20.

*Act of bankruptcy—Fraudulent assignment.*

An assignment of the whole of a trader's property upon a contract for sale to secure a present advance of money, which, without the lender's knowledge, is applied in payment of some of the antecedent debts of the borrower, is not fraudulent, and consequently not an act of bankruptcy. (14 W. R. 318.)

S. C. BLOSSOM v. RAILROAD COMPANY. U. S.

*Judicial sale—Rights of bidder—Adjournment—Discontinuing sale.*

1. A bidder at a judicial sale at public auction, whose bid has not been accepted—the sale being adjourned for sufficient cause and finally discontinued—cannot insist on leave, even though he have been the highest and best bidder, to pay the amount of his bid, and have a confirmation of the sale to him.

2. The marshal, or other officer, who makes a sale of real property under a decree of foreclosure, possesses the power, for good cause shown, in the exercise of a sound discretion, and