

## MONTHLY REPERTORY.

## COMMON LAW.

EX. DUKE V. ASHBY. Jan. 16.

*Ejectment—Landlord and Tenant—Estoppel—Title.*

In ejectment by landlord against tenant, on proviso for re-entry in a lease, reciting and "subject to" a former lease to another party, the tenant cannot dispute the landlord's title.

EX. C. YEATMAN V. DEMPSEY.

*Contract implied—Agreement to appear at trial without subpoena—Cause of action—Damages.*

The plaintiff, with the view (known to the defendant) to obtain a divorce from his wife on the ground of her having been insane at the time of the marriage, employed the defendant, a medical man, to observe her, and also to enquire into her past history and procure evidence of her insanity at the time of the marriage, and to make it available in the suit, and the defendant was to be paid for what he did. The defendant did not appear at the trial, and, his evidence being necessary, the plaintiff was in consequence obliged to withdraw the record.

*Held* that this was evidence of an undertaking to appear and give evidence at the trial without a subpoena, and also evidence of substantial damage to the plaintiff.

Q. B. WINTER V. WINTER.

*Gift of chattel inter vivos—Constructive delivery.*

In a gift of a chattel *inter vivos* it is not necessary that there should be any formal delivery of the chattel by the donor to the donee; it is sufficient if the donee takes possession of the chattel as owner, in pursuance of the gift.

Q. B. MELLOR V. SHAW ET AL.

*Master and servant—Injury to servant from personal negligence of master—Joint liability of co-proprietors.*

Where a master of a coal mine authorized his workmen to use the shaft while it was in an unsafe condition to his knowledge, and an injury resulted therefrom to one of the workmen, who was using the shaft without knowledge of the danger.

*Held* that the master was liable for personal negligence.

*Held* also, that where one of two partners in a coal mine acts as manager, and is guilty of personal negligence, his co-partner is jointly liable for the injury resulting from such negligence.

C. P. WILTON V THE ROYAL ATLANTIC MAIL STEAM NAVIGATION CO.

*Carriers—Luggage—Passenger.*

A ticket was taken by an agent for the plaintiff as a passenger by the defendant's ship, from New York in America to the United Kingdom. On the ticket was this condition: "The ship will not be accountable for luggage goods or other description of property, unless bills of lading have been signed therefor; each passenger allowed 20 cubic feet of luggage free, but no jewellery, bullion, &c., will be carried as luggage." No bill of lading was offered to the plaintiff. The ship was lost and with it the plaintiff's luggage on the voyage, by the negligence of the defendant's servant.

*Held*, that the stipulation for a bill of lading as a condition for the defendant's being accountable was absolute, and that they were not liable for the loss of any part of the plaintiff's luggage, the stipulation for 20 cubic feet of luggage free being an exemption from the charge so far and no farther, leaving the passenger either to get a bill of lading for all for which he intended to make the ship accountable, and at the same time giving him the option of taking luggage under his personal control without a bill of lading, but in that case carrying it at his own risk.

Q. B. PATTERSON V. HARRIS.

*Marine insurance—Policy on a share in an Electric Telegraph Co.—Perils of the sea.*

A, previous to the attempt to lay down an electric cable between Ireland and America, had insured his share in the Atlantic Telegraph Co. The policy was in the usual form of marine insurance, with the addition of a special agreement that the insurance "should cover and include the successful working of the cable when laid down." The cable was laid down, but proved inefficient, partly by reason of an injury which it had undergone previous to the shipment, and partly through natural effect of the action of the sea.

*Held*, that the underwriter was not liable to indemnify A. against the loss resulting from the injurious effects of the ordinary and natural action of the sea-water upon the cable as loss caused by "perils of the sea."

*Held* also, that although the policy was expressed to be effected on A's "share in the Electric Telegraph Co.," it was in effect on the cable itself; and accordingly that a loss of 370 miles of the cable by the "perils of the sea" came within the policy."

## REVIEW.

THE WESTMINSTER REVIEW. New York: Leonard, Scott & Co. We are in receipt of the October number of this valuable quarterly. It is at all times acceptable. The contents of the number before us are:—1. Essays and Reviews. 2. The British Sea Fisheries. 3. Railways: their cost and profits. 4. Gibraltar. 5. The Encyclopædia Britannica. 6. Idées Napoléoniennes. 7. The Religious Difficulties of India. 8. The Slave Power.—The *first* is a slashing article against the real or supposed bondage of the clergy of the Anglican Church. Freedom of thought and freedom of action are advocated with the usual ability which characterizes the productions of writers who contribute to this Review. The *second* is an interesting article on the British Sea Fisheries. Its aim is to expose "the awful waste of fish life" incident to the present system, and to bring about economy. The *third* exposes the mismanagement of Railways, entailing great losses where considerable profits should be forthcoming. The conclusion at which the writer arrives is, that the leading defect of the present system is the absence of a direct interest on the part of managers in diminishing the expenses and producing profits. The remaining articles are of more or less interest. We have not time to particularize them. One, in praise of the new edition of the Encyclopædia Britannica, will meet with the approbation of all who possess or have seen that marvellous combination of industry and talent.

GODEY'S LADY BOOK.—The number for December is received. It is enough to say that the number is fully equal, if not superior to any of its predecessors. This magazine must be a treasure to those for whom it is designed.

## APPOINTMENTS TO OFFICE, &amp;C.

## NOTARIES PUBLIC.

WILLIAM REYNOLDS, of the Town of Guelph, Esquire, to be a Notary Public for Upper Canada.—(Gazetted October 18, 1862.)

FREDERICK THOMAS JONES, of the City of Toronto, Esquire, Attorney-at-Law, to be a Notary Public for Upper Canada.—(Gazetted October 25, 1862.)

## CORONERS.

WILLIAM SPRINGER, of the Village of Ingersoll, Esquire, M.D., to be an Associate Coroner for the County of Oxford.—(Gazetted October 18, 1862.)

DAVID KELLY, of the Village of Unitha, Esquire, M.D., to be an Associate Coroner for the County of Simcoe.—(Gazetted October 18, 1862.)

JOHN MACK AULT, of Dereham, Esquire, M.D., to be an Associate Coroner for the County of Oxford.—(Gazetted October 25, 1862.)

## TO CORRESPONDENTS.

A SUBSCRIBER—Your communication omitted for two reasons. 1. Your real name not sent to us. 2. Question put of no general interest, you must take the advice of counsel upon it.