he best effects. The terms of intimacy in which the counsel who went the circuit lived, are pointed to as one of the chief characteristics of those days; and the free interchange of opinions between seniors and juniors as giving rise to sentiments of kindness and respect; and indeed, the strictness with which the etiquette of the Bar is maintained in England is alleged to be owing, in a great measure, to the institution of the Circuit Court for the trial of all breaches of professional etiquette."

Such, amid what may appear its grotesque follies, were the ends aimed at, and in no small measure attained by the circuit life of bygone times, and in these present days when some (though happily but few) members of the profession are not ashamed to borrow the advertising arts of the quack and the Cheap John, we may be permitted to pay its departed glories the tribute of a respectful regret, and to express the hope that however its forms may change and decay, its spirit and essence may never wholly pass away.

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

QUEENS BENCH.

VACATION COURT.

Osler J.] [Jan. 21.

IN RE EGLESTON V. TAYLOR.

Award void pro tanto.

In an award which is valid as to part and void as to remainder, if the void part can be separated from that which is valid, it should be rejected as surplusage.

In such a case, the proper course to pursue is to discharge generally a rule to set aside the award.

See Rees v. *Waters*, 16 M. & W. 263, *and Re Goddard & Mansfield*, 1 L. M. and P. 25.

Spencer, for the Rule.

J. E. Rose, contra.

CRATHERN V. BELL.

Continuing guarantee—Payment to person not the holder of.

The defendant gave to the plaintiff a guaranty in the following words :—" In consideration of C. & C. accepting the notes of J. G., at four, eight, and twelve months, for $751 each, in full satisfaction and discharge of their claim against the late firm of J. G. & Co., I hereby do, to the extent of $751, guarantee the payment of the first two of the said notes as they mature according to their tenor and effect." C. & C. endorsed the first note to persons to whom at maturity the defendant, at G.'s request, paid $275, being the extent to which G. was unable to meet the note. On the maturity of the second note the defendant paid to plaintiffs $476, being the balance of the sum of $751, for which he had made himself liable by his guaranty. An amount in excess of the sum guaranteed was paid altogether on the first two notes, which were not, however, paid in full.

Held, on demurrer, that, in the absence of an express or implied request from the plaintiff, the defendant could not avail himself of the payment to the holders of the first note as a partial discharge of his guaranty, as it was a voluntary payment, and that the guaranty was a continuing one, and on satisfaction of the first note remained available to the plaintiffs as a guaranty of the second, to the extent to which it had not been exhausted in making good the first note.

Britton, Q. C., for demurrer.

Bethune, Q. C., contra.

COMMON PLEAS.

VACATION COURT.

Cameron, J.] [January.

CLARK V. FARRELL.

Stat. Anne, ch. 14, sec. 1—Claimant of goods seized—Non-removal from demised premises.

Held, by CAMERON J. that the statute of Anne, ch. 14, sec. 1, which provides that goods seized under execution shall not be removed from demised premises until the rent due is satisfied, applies only as between the execution creditor and the landlord, and not to persons otherwise claiming the goods, as lien holders under chattel