

At the trial **WILLES, J.**, directed the jury that the words "as soon as possible" must be construed with regard to the circumstances of the plaintiffs, and without any regard to the time within which other persons in the trade could have executed the order.

*Held*, that the direction of Willes J. was correct.

**C. B.** **VORLEY V. BARRET.** Nov. 7.  
*Demurrer to the replication on equitable grounds—Principal and surety—Discharge of principal by mistake a good equitable answer to a plea of discharge of principal by co-surety in action against him for contribution.*

The plaintiff and defendant became sureties for one Watson by endorsing a bill for £300: Watson became bankrupt. The plaintiff had had other dealings with Watson, and had advanced him £2661 6s. 6d. for the purpose of erecting houses pursuant to a building agreement, and had supplied him with building materials worth £1512 for the same purposes, as well as £136 17s. 4d. for other purposes. After the bankruptcy of Watson the plaintiff and the assignees agreed that the building agreement should be delivered up to the plaintiff to be cancelled upon the payment by the plaintiff of £150 in full discharge of all claims which they might have upon the houses and property comprised in the agreement, and that the plaintiff should relinquish all claims on the bankrupt or his estate for the said monies which had been so advanced to the said bankrupt for such building purposes, and for the building materials. The attorneys of the parties in drawing up the agreement, made the plaintiff "relinquish all claim for moneys advanced to and for the bankrupt, and his claim for goods supplied for the above mentioned purposes. The plaintiff having paid the £300 upon the bill which was dishonored by Watson, sued the defendant for contribution. The defendant pleaded that the plaintiff had discharged Watson the principal by the above agreement, to which the plaintiff replied on equitable grounds that the memorandum of agreement was drawn up by mistake, the real agreement being confined to claims of the plaintiff for the moneys advanced for building purposes, and having no reference to the £300 bill, and being already executed; he also denied that he had relinquished his claim against the bankrupt for the £300; to which replication the defendant demurred.

*Held*, that it was doubtful whether the terms of the memorandum of agreement included the claim for the £300, but that even if that were so, the defendant by demurring having admitted the mistake, the replication was a good equitable answer to the plea, and that it was not necessary that a court of equity should reform the agreement that not having been executed.

*Semble*, per **WILLES, J.**, that where the plea is legal the replication may be considered either upon legal or equitable grounds, where it is stated to be upon equitable grounds, but only upon equitable grounds where the plea is an equitable plea.

### NOTICES OF NEW LAW BOOKS.

**TABLE OF THE PROVINCIAL STATUTES in force, or which have been in force in Upper Canada, in their chronological order, showing which of them or what parts of any of them are now in force, and by what subsequent acts they have been amended, continued, repealed, or otherwise affected; with a continuation of the INDEX TO THE STATUTES IN FORCE to the end of the Session of 1856.** By **G. W. WICKSTEAD, Q. C., Law Clerk of the Legislative Assembly.**

This work was prepared by order of the Legislative Assembly. We have examined it with care, and can speak with confidence of its merits.

The indefatigable Law Clerk has satisfactorily accomplished a very difficult, a very dry, and a very irksome task. Few can estimate the labour and skill necessary to produce such a work. We trust that the body to determine the Law Clerk's remuneration will make reference to a well informed quarter before deciding.

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Intended to show the number, limits and extent, of the several Division Courts of Upper Canada, with the names and addresses of the Officers—Clerk and Bailiff,—of each Division Court. †

#### COUNTY OF LINCOLN.

*Judge of the Division Courts, E-ward C. CAMPBELL, Esq.,—Niagara P. O.*  
*First Division Court.—Clerk, Wm. B. Winterbottom—Niagara P. O.; Bailiff, P. Frim—Niagara P. O.; Limits—The town and township of Niagara.*  
*Second Division Court.—Clerk, Thomas Burns—St. Catharines P. O.; Bailiff, James Webster—St. Catharines P. O.; Limits—The town of St. Catharines and the townships of Grantham and Louth.*  
*Third Division Court.—Clerk, Abishai Morse—Smithville P. O.; Bailiff, Robert Thompson—Smithville P. O.; Limits—The townships of Clinton, Grimsby, Gainsborough and Caistor.*

† Vide observations on page 196, Vol. I., on the utility and necessity of this Directory.