The Legal News.

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A curious case of breach of promise—*Joslin* v. *Baxter*—was before the Court of Queen's Bench in England, on the 5th December. The case had been adjourned from a previous day, to give the plaintiff an opportunity of considering an offer made in Court by the defendant to marry her at once. The plaintiff's counsel stated that his client still refused to accept the defendant's offer, as she did not consider it *bonâ fide*. The Judge said that the plaintiff could not maintain her action unless she was willing to perform her part of the contract; but he left the question of *bona fides* to the jury, who found a verdict for the plaintiff for £10. The learned Judge left plaintiff to move a Divisional Court for judgment, and made an order depriving her of her costs.

With reference to investments by trustees in colonial stocks, which Sir Charles Tupper is endeavoring to have officially authorized, Mr. T. F. Uttley writes to the *Law Journal*, as follows :—"The colonies are said to be much aggrieved at the new order of the Supreme Court which excludes colonial stock from the investments which may be made by trustees. The reasons are suggested to be that as colonial stocks can only be purchased at a premium and might be paid off in a few years at par, the beneficiaries would lose the difference between the price; but this objection applies also to other stocks in which trustees can invest, and prudent investors generally protect themselves against any possible loss by laying by out of their yearly interest a certain amount to cover or to redeem the loss of the premium according to the number of years in which the loan is to run. It is also considered objectionable that many of the stocks in the new order are subject to the provision that no investments are to be made in them unless they are not liable to be redeemed for fifteen years from the date of investment. It is noteworthy that colonial stocks, like those of Canada, New South Wales, Victoria, the Cape, and others, give a higher return than many other investments that trustees are empowered to make."

Liquidators and experts, especially where they have a chance to regulate their own fees, are usually disposed to entertain a somewhat extraordinary opinion of the value of their services. A provisional liquidator to an insolvent company, recently claimed in this city three guineas and a-half per day for his time, but as it appeared that a considerable part of his work was of a nature that might easily have been done by an ordinary book-keeper at $800 or $900 per annum, the Court reduced the amount to seven dollars per day, and this was maintained in appeal. The three liquidators of the Central Bank at Toronto were not so moderate in their ideas, their bill being $56,345, which has been cut down to less than $20,000 by the decision of the master-in-ordinary. A medical man, asked recently for his opinion about the proposed site for a hospital, was equally airy in his estimate of the value of his services. The attempt of experts to realize a little fortune out of a casual job will hardly be sustained by the Courts—more especially while the judges are made to realize that their own labours are far from being extravagantly rewarded.

PRIVY COUNCIL.

London, July 31, 1888.

Coram The Earl of Selborne, Lord Watson, Lord Hobhouse, Sir Barnes Peacock, Mr. S. Woulfe Flanagan.

Singleton et al. v. Knight et al.

Partnership—Authority of Partner—C. C. 1855.

C., one of three copartners, without the knowledge of his partners, lent a sum of money to K., upon condition that K. was to pay 6 per cent. interest, and that C.'s firm should receive one-half of the profits of K.'s business. K. paid interest, but no profits.

Held :— *That C.'s copartners were not bound by the contract, as one partner in a business has no authority to enter into a partnership with other persons in another business, and C.'s partners had not derived any benefit from his act.*