

not only to refund the excess, but to pay the costs of the application and of the taxation.

4th. A word of advice to our correspondent. Had he paid the instalment and interest on the days fixed by the mortgage for payment, he would not have been put to any trouble. He should have made every possible exertion to do so, rather than allow law costs to be heaped upon him. Were he not able to do such was his misfortune. The assignee of the mortgage, upon default, had a legal right to resort to his legal remedies. These remedies entailed expenses, which our correspondent was liable to pay.—Eds. L. J.

MONTHLY REPERTORY.

CHANCERY.

V.C.W. CHARLTON v. THE N. & C. RAILWAY Co. Aug. 1.
Railway company—Amalgamation—Illegal agreement.

A shareholder in a railway company is entitled to restrain the directors from carrying into effect an agreement with another railway company for the amalgamation of their lines, which has not received the sanction of Parliament,—such agreement containing clauses as to throwing the receipts into one common fund, and dividing the profit and loss in certain proportions, and also as to handing over the entire management and control of the one company to the other.

L. C. & L. L. J. COLLARD v. ROE. July 2.
Vendor and purchaser—Specific performance—Concurrence of dower trustee—Costs—Appeal.

Purchaser held to be entitled to concurrence of dower trustee, and objection, that he was not a necessary party to conveyance allowed; but a suit for the purpose deemed frivolous.

COMMON LAW.

Q.B. NEWCOMBE v. DE ROS. Nov. 5.
Prohibition—County Court Jurisdiction.

The defendant residing out of the jurisdiction, wrote and sent a letter giving an order to the plaintiff which order was received and executed by the plaintiff entirely within the jurisdiction of the County Court of L., by the leave of the registrar process was issued out of that Court and served upon the defendant out of the jurisdiction.

Held, that as the letter was no request until it reached its destination, the cause of action arose within the jurisdiction of the County Court of L., and that the process was rightly issued.

EX. TAYLOR v. BURGESS. Nov. 3.
Pleading—Accommodation notes—Equitable plea.

A plea to equitable grounds to an action upon a joint and several promissory note, setting out that it was an accommodation note, and that the defendant gave and the plaintiff took the note as surety for B., was held to be a good answer to an action brought upon the note.

Q. B. PERRINS v. MARINE & G. T. INSURANCE CO. Nov. 11.
Policy of Assurance—False statement—Description of assured.

The proposal for a policy of assurance require the name residence occupation or profession of the intended assured, and was filled up "Isaac Thomas Perrins, Esq., Saltley Hall."—The policy contained a proviso that if any statements in the proposal should be untrue the policy should be void. The assured was an ironmonger as well as an esquire, but this fact was immaterial.

Held that the omission to state his trade did not avoid the policy.

C.P. LAW. v. PARNELL. Nov. 2.
Bill of Exchange—Indorsement in blank.

If the drawer of a bill of exchange indorse it in blank and hand it over to the manager of a company for the company, the manager may, with the authority of the company, sue on it in his own name and declare on it as having been indorsed to him by the drawer.

EX. CORNFORTH v. SMETHURST. Nov. 4.
Statute of limitations—Debt—Acknowledgment.

The following words in a letter written by a debtor to his creditor in answer to an application for the debt before the statute had barred the remedy,

Held, to take the case out of the statute of limitations. "In reply to your statement of account, I am ashamed it should have stood so long. I must beg to trespass further on your kindness till a turn of trade takes place, as trade continues very dull."

Q.B. HAIGH v. LONDON & N. W. RAILWAY COMPANY. Nov. 5.
Negligence—Liability of Railway Company to fence.

The defendants Railway crossed the plaintiff's land on a level, and there was an accommodation road over the railway. Two descriptions of fastenings were provided by the defendants for the gates leading from the road to the railway, and it was arranged between the plaintiffs and defendants, that one should be used by day and the other by night. The former was insufficient, the latter sufficient. Complaints had been made to the defendants of the insufficiency of the day fastening, of which no notice was taken. The plaintiff's servants notwithstanding its insufficiency continued to use it. A pony strayed through one of the gates on the line and was killed, and in an action against the defendants to recover the value of the pony, the jury found that the defendants had not provided sufficient protection but that the plaintiff's servant had not used the precaution he ought.

Held, that upon this finding the verdict was rightly entered for the defendants.

C.P. BLACKIE v. STAINBRIDGE. Nov. 2.
Shipping—Liability of Captain for damages done to goods while being loaded, a "Stevadore" having been appointed by the Charterers.

Where the charterers of the vessel employed a "stevadore" who was to be under the orders of the Captain and to be paid by him.

Held in an action against the Captain by the Charterers for damage done to some of the goods while being loaded, that he was not liable, there being no contract between him and the charterers for making him answerable for any wrong done by him or his crew.

Q. B. COX v. MITCHELL. Nov. 2.
Staying proceedings—Action for same cause pending in foreign country.

The Court will not stay the proceedings in an action here because an action for the same cause is pending in a foreign country.

REVIEW.

THE UPPER CANADA LAW LIST for 1860-61, by J. Rordans; printed by Maclear & Co. Price, 75 cents.

This annual publication is now too well known to the profession for whose use it is intended, to need any recommendation from us. It is a careful compilation, and its arrangement almost perfect.

The copy before us opens with a very interesting dissertation on the Legal Profession of Upper Canada. Then follows the Judiciary, Courts of Error and Appeal, Queen's Bench, Chancery, Common Pleas, Probate Court and Chambers, Heir and Devisee Commission, County Courts, Surrogate Courts, Courts of Quarter Sessions, Recorders Courts, Insolvent Debtors Courts, officers of the Courts, Circuits of the