The Legal News.

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The over zealous parson furnishes an interesting case,—*Preeper* v. *Reg.*—for this week. In Nova Scotia, a jury before whom a trial for murder was in progress, were allowed the privilege of attending divine service on Sunday. The clergyman appears to have imagined that he was more competent to instruct them than the Court, and addressed them pointedly on the proper discharge of the important duty before them. His remarks appearently leaned to the side of clemency, but the jury were not influenced in that direction, and a conviction followed. The prisoner then sought to obtain an advantage from this indiscreet interference with the jury, but the Supreme Court of Canada, affirming the decision of the Court of Crown Cases Reserved for Nova Scotia, holds that, although the remarks of the clergyman were highly improper, it could not be said that the jury were influenced by them, so as to affect their verdict. The clergyman, it may be hoped, will manifest less zeal and more discretion in the future.

Mr. Parnell, in an authorized interview, places the cost of the trial with the *Times*, to which reference was recently made, at not less than $50,000 for his side, and £150,000 for the *Times*, amounting in all to about a million dollars. The greater part of this vast sum, of course, goes in the search for evidence, and the expenses of witnesses, and it is difficult, from the present position of the inquiry, to set any limit to the final amount of these disbursements.

The Court of Review at Montreal, in *McIntyre* v. *Armstrong*, M. L. R., 4 S. C. 251, decided last term that cases taken under the summary procedure Act of last session (51-52 Vict. (Q.) ch. 26), were not entitled to precedence before the Court of Review. The Court found no provision in the Act justifying the precedence asked for. It is also obvious that if this numerous class of cases (including actions on promissory notes and mercantile accounts), were accorded precedence, the whole term might often be absorbed in hearing them, and other cases would be postponed indefinitely.

SUPREME COURT OF CANADA.

OTTAWA, Dec. 14, 1888.

Ontario.]

PURDOM v. BAECHLER.

Partnership—Dissolution—Debt of retiring partner—Mortgage of partnership property for—Liability of remaining partner—Accommodation note—Collateral security—Voluntary payment of.

N. borrowed an accommodation note from P. and gave it as security for part of the purchase of a mill. N. and B. afterwards went into partnership and gave a mortgage on partnership property for the debt partly secured by said note which remained in the hands of the mortgagees. The partnership was eventually dissolved, B. assuming the payment of the debts including the mortgage. P. paid the note and the amount was credited on the mortgage. In an action by P. to recover the amount so paid from B., the latter denied all knowledge of the note.

Held, (reversing the judgment of the Court of Appeal, RITCHIE, C. J., and FOURNIER, J., dissenting), that there was evidence to show that B. had, in settling the partnership accounts, adopted the payment made by P. to the mortgagees, but if that was not so, the payment of the note by P could not be regarded as a voluntary payment, and it having enured to the benefit of B. he could recover the amount from him.

Appeal allowed with costs.

Park & Purdom, solicitors for appellants.
Idington & Palmer, solicitors for respondents.

Manitoba.]

CAMERON v. TAIT.

Principal and agent—Authority of agent—Excess of—Ratification by principal—Agent for two principals—Contract by.

M. a machine broker at Winnipeg, was appointed, by authority in writing, agent for P. T. & Co., manufacturers of mill machinery at Port Perry, to sell their machinery in cer-