EX. DICKENSON v. JACOBS.

*Attorney and Client—Negligence—Attorney paying costs of setting aside proceedings.*

The court will not, on a summary application, order an attorney to pay the costs of setting aside proceedings for irregularity, even where he has admitted that it was owing to his error, and has promised to pay, unless there is clear evidence of the nature of the negligence, and that it was gross.

EX. BROMLEY v. JOHNSON.

*Contract—Parol—Reduction into writing—Evidence.*

When, after a parol contract, before the parties separate, one asks that he may have a note of it, and the other writes out a note or memorandum of it, which purports to contain, and does contain all the essential elements of it, the latter must be taken to contain the terms of the contract, and the previous parol contract cannot be referred to.

C. P. THE G. S. NAVIGATION CO. v. SLIPPER.

*Ship—Charter party—Loading cargo—Bar of harbor—Liability for freight.*

Where, by charter party, a vessel is to go to a certain port, or so near thereto as she may safely get, and there load a cargo and bring it home, and the vessel goes to the port in question and loads the cargo inside the harbor, for which cargo the master signs bills of lading, but finds that with such cargo on board the vessel cannot pass the bar of the harbor—here the charterer having done all that was required of him—may refuse to put the cargo on board a second time (outside the bar), and the vessel sailing away without the cargo, the charterer is not liable for the freight stipulated for by the charter party.

B. C. CHADWICK v. STRICKMELL.

*Order of judge at Chambers—Enforcing—Attorney—Attachment—Rule of Court.*

An order of a judge made at Chambers before it can be enforced by attachment must be made a rule of court.

EX. THE DANUBE AND BLACK SEA RAILWAY AND KUSTENDJIE HARBOR CO. v. XENOS.

*Contract—Refusal to perform—Breach.*

A contracted with B to do a certain act on a day fixed. Before this day A deemed that he had made the contract. B, in a letter to A, said that "he was ready to perform his part of the agreement, and that if A persisted in his refusal to perform the same on his part he should hold A responsible for all loss that might ensue; and that unless B received by the next day a withdrawal of A's denial, he would conclude that A intended to persist in refusing to perform the agreement, and would forthwith proceed to make other arrangements."

No withdrawal took place, and B made other arrangements. Subsequently, before the day fixed, A consented to perform the contract.

*Held*, affirming the judgment of the Court of Common Pleas, that the breach of contract was complete on the non-withdrawal by A of his denial of the contract.

EX. BIFFIN v. BIGWELL.

*Husband and wife—Agreement to live apart—Husband's liability for necessaries.*

The husband is not liable for necessaries supplied to the wife, on her orders, while she is living apart with an allowance, under an agreement between them, unless her assent was caused by threats such as might act on a reasonable mind, and the mere fact that there was a threat of confinement in a lunatic asylum is not shown to have operated on her mind, is not necessarily enough to make the agreement invalid, and render him liable for necessaries supplied to her without his privity.

EX. CRONSHAW v. CHAPMAN.

*Execution—Taking goods of wrong party—Liability of execution creditor.*

Where, under process of execution from a county court, some goods of a stranger had been taken, the mere fact that the execution creditor told the bailiff that goods would be claimed by a third party, but that such claim was not to be regarded.

*Held* not to amount to a direction to take all the goods or any which were not liable to be seized, so as to make the execution creditor personally liable.

EX. POPHAM v. PICKBURN.

*Libel—Privileged publication—Newspaper—Medical reports.*

The defendant having published in his newspaper a report read at a vestry meeting containing a statement to the effect that certain returns of the plaintiff, a medical man, to the registrar under the statute, were wilfully false (such report not having been published by the vestry).

*Held*, that the publication of it was not privileged.

C. P. LAWRENCE v. WALMSLEY.

*Equitable plea—Promissory note—Surety.*

To a declaration on a promissory note the defendant pleaded as an equitable plea that he made the note jointly with E, for the accommodation of E, and as his surety; that at the time of making the note the plaintiff, having notice of the premises, agreed, in consideration of the defendant's making the said note as surety, to call in and demand payment of the said note from E within three years; that a memorandum of the agreement was to be endorsed upon the note, which, by mistake, was not done; that the plaintiff did not demand payment of E within three years, whereby he lost the means of obtaining payment from E, who has since become insolvent.

*Held*, on demurrer, that the plea was good, on the ground that the plaintiff had not performed the condition, in consideration of which the defendant became surety.

B. C. FAWKES v. LAMB.

*Principal and agent—Broker—Contract—Evidence—Sale note.*

Where a written contract for the sale of goods was silent as to the time for which warehouse-room was allowed by the seller to the buyer, it is competent for either party to show, by parol evidence, what time is allowed in such a transaction by general custom, but not to show that the parties themselves had agreed by word of mouth, that a certain definite time had been allowed.

Plaintiff, a broker, having goods of T in his possession for sale, contracted with defendant by a sale note, delivered by the plaintiff to the defendant, to the following effect:—"I have this day bought, in my own name, on your account, of T," certain goods, and signed by plaintiff, "A. Fawkes, Broker."

*Held*, in action on a contract supported by this evidence, that T, and not the plaintiff, was the person entitled to sue.

## CHANCERY.

V. C. W. RE PHŒNIX LIFE ASSURANCE CO., HATTON'S CASE.

*Winding up—Contributory—Invalid transfer.*

A, a shareholder in a joint stock company, to avoid his liability for a call, of which he had received notice, transferred his shares to B, a man without means, who was procured by A's solicitor with a promise of indemnity, and paid for executing the transfer, but not informed of the pending call. The directors refused to accept the transfer, and A's name remained upon the register, without any steps taken by him to obtain its removal.

*Held*, that the attempted transfer was invalid, as a mere device to avoid payment of the call, and that A remained liable as a contributory.