

way of taxable costs a sum for counsel fees, in this Court, yet such an allowance is not favored. Involving the exercise of discretionary power, it is a dangerous jurisdiction and one disliked. And in the present case, although this Court had decided that the libellee was to blame, yet it refused an application to make him pay fees to the libellant's counsel. *The Margaret vs. The Connestoga*.

There is no doubt of the power of the Court where a fund is within its control, to take care of the rights of the solicitors who have claims against it, whether for their costs technically speaking, or their reasonable counsel fees. Such persons are regarded as meritorious assignees of a part interest. *Ex parte Plitt*.

ABSTRACTS OF RECENT ENGLISH CASES.

Agreement—Breach—Measure of damages.—Where A. had borrowed certain shares of B, under an agreement to return them within a given time, but had failed so to do: Held, in an action for not returning the shares, that the measure of damages was the value of the shares on the day of the trial, and not on the day limited for their return. *Owen vs. Routh*, 18 Jur. 356. C. B.

Agreement—Contract—Quantum meruit.—In an agreement for the manufacture of yarns, which the defendant delivered to the plaintiff, it was stipulated that the latter was "to advance the amount of the yarns less ten per cent., G. P. W., (the defendant) engaging to refund to G. C. B., (the plaintiff,) any amount which yarns may come down during the period of manufacturing. The cloth to be sent to G. P. W., who engages to pay G. C. B. the wages, winding, warping, boiling and commission of 1s. per lb. on the cloths, as they are delivered. The yarns to be put in hand at once, and the yarns to be delivered in a fair and reasonable time." The yarns were delivered by the defendant, and the amount advanced by the plaintiff according to the agreement. The latter manufactured a portion of the yarns, and delivered them to the defendant, and having brought an action upon the special contract, and also upon a *quantum meruit*, to recover for the manufacture of goods, and also for the advances he had made: Held, that the plaintiff was entitled to recover for the labor expended, and the advances made by him upon the manufactured portion of the yarns, although the entire had not been completed. (See Buller's N. P. p. 139; *Cooke vs. Munstone*, 1 B. & P., N. R. 351;

Shipton vs. Casson, 5 B. & C. 378; *Oxendale vs. Wetherell*, 9 B. & C. 386; *Withers vs. Reynolds*, 2 B. & Ad. 882; *Lucas vs. Godwin*, 3 Bing. N. C. 737; *Cutler vs. Close*, 5 Car. & P. 337.) *Brown vs. Wood*, 6 Ir. Jur. 220.

Bills of Exchange and Promissory Notes—Bills after sight—Presentment for acceptance—Reasonable time—Laches—In bills of exchange payable on or after sight, our law does not, like that of some foreign nations, fix a time for presentment of acceptance; but the rule is that, where there is no usage of trade, the bill must be presented within a reasonable time, which is a mixed question of law and fact for the determination of a jury, with the assistance of a judge. In such questions the interests not only of the drawer, but of the holder also, must be taken into account; and, though the bill need not be sent for acceptance by the very earliest opportunity, there must be no improper delay. And it is no answer to the objection of laches, that the parties remained perfectly solvent from the date of the bill to the day of presentment; and that no actual loss was occasioned by the laches. (See *Mellish vs. Rawdon*, 9 Bing. 416, *Carter vs. Flower*, 16 M. & W. 743.) But these rules do not apply to a banker's cheque, which is a peculiar sort of instrument. (See Note in *Searle vs. Norton*, 2 Moo. & Rob. 404.) *Mullick vs. Radakissen*, 23 L. T. 25. (P. C.)

A., of Calcutta, drew a bill, payable sixty days after sight on B., of Hong Kong, and endorsed it to C., of Calcutta, who, finding bills on China unsaleable, owing to a depression in the market, with no immediate prospect of improvement, kept the bill for five months, and then endorsed it to D., who forwarded it to China for presentment, when B. refused to accept it. D. sued A. the drawer, who pleaded that the bill had not been presented in a reasonable time for acceptance. The parties had all continued solvent, and no actual damage was caused by the delay:—Held, affirming the decision of the Supreme Court in Calcutta, that presentment had not been made in a reasonable time, and that A. was discharged. *Ibid.*

Bills of Exchange and Promissory Notes—Foreign law—Endorsement—Days of grace.—A promissory note was made payable to the order of the payee, and subsequently endorsed to A. at the Cape of Good Hope. An action having been commenced thereon in Ireland by A. against B. the maker, and no evidence having been given on the part of the defendant to show that the law at the Cape was different from that of Ireland,