

COMPOSITION DEED—MAJORITY OF CREDITORS IN NUMBER AND VALUE—In computation of the "value" of the debts owing to secured creditors in order to determine whether a majority in number representing three-fourths in value of the creditors of a debtor have assented to a deed under 24 & 25 Vict. c. 134, s. 192, the value of the securities is not to be deducted.—*Whittaker v. Lone*, 14 W. R. 197.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

HIGHWAYS — USER — EVIDENCE — GRANT BY CROWN TO PRIVATE INDIVIDUAL.—*Held*, 1. That a public road, laid out in the original survey of crown lands by a duly authorized crown surveyor, is a public highway, though not laid out upon the ground.

Held, 2. That if a user had been necessary in this case to establish the roads in question as public highways, the facts adduced in evidence shewed a sufficient user according to the nature of the ground and the requirements of the inhabitants.

Held, 3. That after a road has once acquired the legal character of a highway, it is not in the power of the crown, by grant of the soil and freehold thereof to a private person, to deprive the public of their right to use the road.—*Reg. v. Hunt*, 16 U. C. C. P. 145.

INFANT—RELIGIOUS EDUCATION.—A father, a clergyman of the Church of England, died, having by will appointed his wife and another clergyman of the same church guardians of two infant children, and the mother afterwards joined the sect called Plymouth Brethren. The Court, on the application of the other guardian, gave directions for bringing up the infants in the faith of the Church of England, and not as Plymouth Brethren, and referred the case to chambers for a scheme for that purpose.—*In re Newbery*, 14 W. R. 173.

RAILWAY—CONDITION THAT GOODS CARRIED AT OWNER'S RISK—The plaintiff knew that there was a certain rate for carrying horses on a railway by passenger train, and in horse-boxes, and that there was a lower rate for carrying them by goods-train and in waggons. He sent his horses by goods-train.

Held, that it was a reasonable condition of the contract for conveyance, that the horses should be carried entirely at the owner's risk, and that

such condition would protect the railway company if the horses were injured on the journey, but would not protect them from the consequences of delay where the contract was to deliver in a reasonable time.—*Robinson v. Great Western Railway Co.*, 14 W. R. 206.

MISDESCRIPTION OF LEGATEE IN WILL—PROBATE.—Where a legatee was erroneously described as the sister of deceased, being her daughter, the court, on being notified that it was a mistake, allowed the grant of administration *cum testamento annexo* to pass to such legatee.—*In re Hooper*, 14 W. R. 210.

DEVISE—EASEMENT—USE OF PUMP ON LAND OF ADJOINING HOUSE.—A will contained the following devise: "To my nephew, W. P., I give the house I now live in, with the outhouse and garden and orchard, in my own occupation, to him and his heirs and assigns for ever. I give to my niece, C. P., the house and outhouse and garden, as now in the occupation of T. A., to her and her heirs and assigns for ever." The houses adjoined each other. The house in the occupation of the devisor had a pump belonging to it, from which T. A., who had occupied the other house as yearly tenant of the devisor for two years, had been accustomed to draw water with her knowledge.

Held, that the right to the use of the pump was not an easement and did not pass to C. P.—*Polden v. Bastard*, 14 W. R. 198.

COPYRIGHT—ALIEN—COLONY, LAWS OF—RESIDENCE.—An alien friend, coming into a British colony and residing there for the purpose of acquiring copyright during and at the time of the publication in England of a work composed by him, and first published in this country, is entitled to copyright in England in the work so published, though he may not, under the laws of the colony where he is residing, be entitled to copyright there.

An alien, coming into a British colony, becomes temporarily a subject of the Crown; he thus acquires rights both within and beyond the colony, and the latter cannot be affected by the laws of the colony into which he comes.—*Low v. Routledge*, 14 W. R.

PROMISSORY NOTE—3 & 4 ANN, c. 9—DAYS OF GRACE.—A note was made in favour of A. B. simply, and not either to order or bearer. It was payable by instalments, the whole amount to become payable upon default in payment of the first instalment.