JURISDICTION OF QUARTER SESSIONS.

The recent case of *McKenna* v. *Powell*, 20 U. C. C. P. 194, brought up a question on the jurisdiction of the Quarter Sessions as to amendments.

On an appeal to the Quarter Sessions from a Justice's conviction, apparently intended to be under C. S. U. C. ch. 105, as amended by 25 Vic. ch. 25, of having, at a time and place named, unlawfully entered the premises of defendant (describing them) with men and teams, and cut down and destroyed certain trees thereon, and taken therefrom a certain valuable walnut log, without stating the premises were *wholly enclosed*, it appeared in evidence that the premises in question were in fact wholly enclosed, but the Chairman of the Quarter Sessions directed the jury that the case, if any, was one arising under C. S. U. C. ch. 93, sec. 25, and he charged them accordingly. The jury found the appellant guilty, but the Chairman, notwithstanding, made an order quashing the conviction, considering that the jury had erred in their verdict, as there was no *averment* or evidence that the damage done amounted to 20 cents, and he refused to amend the conviction under 29 & 30 Vic. ch. 50.

On an application to quash the conviction, or for a writ of *mandamus* to the Chairman of the Quarter Sessions to amend the conviction and reduce the fine, &c., the Court held that the conviction was one under C. S. U. C. ch. 105, as amended by 25 Vic. ch. 22, and that it was not competent for the Court of Quarter Sessions to convert the charge into one under C. S. U. C. ch. 93, sec. 25, but that the Chairman should have submitted the appeal to the jury in accordance with 29 & 30 Vic. ch. 50, notwithstanding the omission of the words *wholly enclosed*, and that having submitted it to them, though with an erroneous charge, their verdict should not have been rescinded, but have been treated as a determination of the appeal, and the Chairman should have amended the conviction, in accordance with 29 & 30 Vic. ch. 50, by the insertion of the omitted words, and have affirmed and enforced the same. A *mandamus* was therefore ordered to issue, directing the order of the Quarter Sessions to be set aside, as in excess of jurisdiction, and the conviction to be amended and affirmed.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

ELECTION COMMITTEE — AMENABLE TO JUDICIAL AUTHORITY—WRIT OF PROHIBITION.—*Held:* that an election committee illegally constituted by the House of Assembly to try the return of members sitting therein, will be prohibited from proceeding in the said enquiry by a *writ of prohibition.*—*Carter et al* v. *LeMesurier*, 6 Can. L. J. N.S., 229.

MORTGAGE.—1. A. agreed to let B. a house, into which B. was to put fittings worth £500, and then, upon payment of £1000, to take a lease for twenty-one years of the premises so fitted up. A. was also to lend B. on "the said premises as fitted up," &c., £1000. B fitted up the premises, and became bankrupt before the lease was made or money paid. *Held*, that A. was equitable mortgagee of the premises for the £1000, and entitled to the fittings as against B.'s assignee. (Exch. Ch.) — *Tebb* v. *Hodge*, L R. 5 C. P. 73.

2. A mortgagee is bound to convey and to hand over the title deeds to any person having an interest in the equity of redemption, though only partial, by whom he is paid off. But the conveyance should be expressed to be subject to the rights of redemption of all the persons who hold other interests. When the party redeeming has only contracted to purchase an interest in the premises, the mortgagee need not convey until the party has accepted the title.—*Pearce* v. *Morris*, L. R. 5 Ch. 227; s. c. L. R. 8 Eq. 217.

NEGLIGENCE.—Defendants, in pursuance of a contract, laid down a gas-pipe from the main to a meter in the plaintiff's shop. Gas escaped from a defect in the pipe, and the servant of a third person, a gas-fitter, went into the shop to find out the cause, carrying a lighted candle. The jury found that this was negligence on his part. The escaped gas exploded, and damaged the shop. *Held*, that, irrespective of any question as to the form of action, a verdict in favor of the plaintiff for the damages sustained should not be disturbed because of the negligence of a stranger both to him and to the defendant.—*Burrows* v. *Marsh Gas & Coke Co.*, L. R. 5 Ex. 67.

PRIVILEGED COMMUNICATION.—Plaintiffs having claimed damages for injuries alleged to have been sustained by them on the defendants' line, defendants sent their medical officer before suit