

not compel them to replace the road, if the result will be to cause greater inconvenience to the public or to the complaining section of the public. In such a case, an information was dismissed, but without prejudice to a proceeding at law.—*Attorney General v. Ely, &c., Railway Co.*, Law Rep. 6 Eq. 106.

**INTERPLEADER.**—Bill of sale of merchandise examined by S. and G., the consideration of which was for a pre-existing debt and cash he then advanced by S. to them. It was admitted, that they were unable to pay their debts in full. S. and G. made the transfer at the request of the plaintiffs; and with the cash they received, they paid one debt they owed by 10s. in the £, and other small debts they paid in full in cash. The rest of the cash they offered, though not accepted, to pay 10s. in the £ to C. & C., who were holders of the notes sued on by the defendants in the original action.

The jury were told that if the object of the sale was merely to prevent other creditors from enforcing their claims, or of giving plaintiffs a preference as against the defendants or other creditors, it would be void.

*Held*, on the authority of *Wood v. Dixie*, 8 Q. B. 892, and *Graham v. Furber*, 14 C. B. 414, that it should have been left to them to say whether the sale to plaintiff was *bona fide*, for the purpose of relieving the execution debtors from the necessity of a forced sale of their goods, or for the mere purpose of protecting them from the claims of other creditors, in which latter case it would be void. But as the jury found generally for the plaintiffs, a nonsuit was refused.

*Held*, that it was no objection to the jurat of an affidavit that it did not shew that the two barginees were severally sworn.—*Snider v. Bank of Toronto*, 5 L. J., N. S., 100.

**DEED—TESTAMENTARY PAPER—WILL REVOCABLE—CANCELLATION OF ADMINISTRATION—PROBATE.**—One S. died in 1868, leaving his next of kin, who, believing that S. died intestate, obtained administration. G. afterwards found an agreement and will under seal of S. in the same paper in the possession of F. the only witness to its execution. By this paper S. agreed to convey part of a lot of land to G. on certain conditions, S. owned at the date of the paper, the other half of the same lot, and also some personality. By this paper, in case the conditions were performed, S. devised *all his real* and personal estate to G. and his heirs. Some years after the date of the paper, S. conveyed the other half of the lot to G. the devisee, and took a mortgage for the balance of the unpaid purchase money.

*Held*, that this paper was a will and not a deed and therefore not revocable, but although the subsequent conveyance to G. and reconveyance by way of mortgage to S. might have the effect of revoking *pro tanto* the will relating to the realty—yet it had not the effect of revoking it as to the personality.

*Held*, also, that it was a good will of the personality, notwithstanding it devised real estate and had only one witness to its execution.

*Held*, also, that the letters of administration must be brought in and cancelled, and the paper admitted to probate.—*In re goods of Snider, deceased*, 5 L. J., N. S. 101.

## MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

### NOTES OF NEW DECISIONS AND LEADING CASES.

**MUNICIPAL LAW—BILL BY RATEPAYER.**—Where a by-law was passed by a township council for raising a loan for a special purpose, it was *held* to be contrary to the duty of the township Treasurer to apply the money to any other corporate purpose.

But where, in such a case, the application had been actually made before the filing of a bill by a ratepayer complaining of the application, and such application had been made in good faith, in discharge of a legal liability of the township, and the township council approved of and adopted the payment, a bill by a ratepayer to compel the Treasurer to repay the amount and personally bear the loss, was dismissed.—*Grier v. Plunket*, 15 Chan. R. 152.

**TAX SALES.**—After a sale of land for taxes for 1859 and following years, a subsequent sale for the taxes of 1858 was held invalid, and the purchaser under the first sale was held entitled to retain the land free from past taxes.

A municipal officer charged with some irregularities in the performance of his duty, but not guilty of any fraud or intentional wrong, is an improper party to a bill to set aside a tax-sale on the ground of such irregularities.—*Mills v. McKay*, 15 Chan. R. 192.

A wife cannot execute a deed; which is, perhaps, the reason why Shakespeare, who was a first-rate lawyer, made Macbeth do the deed, which lady Macbeth would have done so much better, had not a deed done by a woman been void to all intents and purposes.—*Comic Blackstone*.