constitute a dwelling within sec. 128 of the Act. "We are of opinion," said *Jervis*, C. J., "that under the circumstances the plaintiff did not dwell in Golden Square. Each case must depend upon its particular circumstances, but where a party has a permanent place of dwelling we do not think he *dwells* in the sense of that word as used in the statute at a place where he has lodgings for a temporary purpose only" (*Macdougall* v. *Patterson*, 11 C. B. 755; 21 L. J., C. P. 27).

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES

False Pretences—Intention to defraud not negatived by intention to pay for goods obtained—Evidence.—Upon indictment for obtaining certain carpets by false pretences, the jury found, *enter alia*, that the prisoner, at the time he made the pretences and obtained the carpets, intended to pay the prosecutrix the price of them, whereupon it was objected that the jury had negatived the intention to defraud, and that he was entitled to be acquitted.

Held, upon a case setting out the facts and finding of the jury, that the conviction was right.—*Reg.* v. *Naylor*, 14 W. R 58.

Sale of land for taxes—Money paid under Protest.—*Held*, that money paid to a county treasurer after sale of his lands, is, though paid under protest, money paid to the use of the purchaser and not to the use of the plaintiff, so as to entitle plaintiff to maintain an action for money had and received. Appeal disallowed with costs.—*Boulton* v. *York and Peel*, Q. B., M T. 1865.

Insolvency.—Place where assignee should call meetings of creditors—Computation of time for publication of notice—Where notice must be published.—*Held*, that the county town of the county, in which the assignment is filed, is the place where the assignee should call all meetings.

That not less than two weeks should intervene between the first publication of the notice and the day of meeting.

That the notice must be published in a newspaper at or nearest the place where the meeting is to be held.

That all papers and minutes of proceedings in insolvency should be forthwith filed and entered of record in the proper office.—*In re Atkins*, 2 U. C. L. J., N. S. 25.

Insolvency—Composition—Surety—Fraudulent Preference.—Where a bankrupt agreed with his creditors for payment of eight shillings in the pound, to be secured by bills drawn on the bankrupt by a surety, and one of the creditors became surety, the bankrupt agreeing, in consideration thereof, to pay him in full, but such agreement was not recited in the composition deed, nor made known to the other creditors,

Held to be a fraudulent preference, and the agreement not supported.—*Wood* v. *Barker*, 14 W. R. 47.

Insolvency — Partnership and separate debts—Payments.—Where a partnership firm becomes insolvent, having partnership property and partnership creditors, and also separate property and saparate creditors, and the partnership creditors exhaust the partnership property, the séparate creditors have a priority of right to receive an equal percentage of their claims out of the separate estates, and if anything remains it is to be distributed amongst both classes of creditors *pari passu*.—*Northern Bank of Kentucky* v. *Keizer*, 5 Am. Law Reg. N S., 75.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Libel—Newspaper—Matter of Public Interest.—The conduct of public worship by a clergyman, and the uses to which he puts his church and vestry, are lawful subjects of public comment, so as to excuse, under the plea of not guilty, the publication of matter otherwise libellous.—*Kelly* v. *Tinling*, 14 W. R. 51.

Liability of Husband for Medical Attendance on, and Necessaries for Wife.—Where a wife is turned out of the house by her husband without necessaries, and without the means of procuring them, it is a presumption of law, incapable of being rebutted, that she has authority to pledge his credit for necessaries suitable to her station. Where a husband and wife are cohabiting, it is a presumption of fact that she is his agent for ordering articles supplied to their establishment, which are suitable to the station which he allows her to assume; but, if they be unsuitable to that station, a presumption arises that she was not his agent to pledge his credit for them. It is for the husband, and not the jury, to fix the standard of living for his family. *Harrison* v. *Grady*, 14 W. R. 139.