the act. They were indebted beyond their means of paying at the time of executing the mortgage, but they did not consider themselves so, nor were the mortgagees aware of it. The mortgage was not given from a desire to prefer the mortgagees over other creditors, but solely as a means of obtaining the advance which they thought would enable them to go on with their business and pay all their creditors:

Held, that as respects the antecedent debt the mortgage was valid as against the assignee in insolvency.—*The Royal Canadian Bank* v. *Kerr*, 17 Grant, 47.

FIXTURE.—In the absence of special contract, tenants' fixtures cannot be removed after the termination of the lease by breach of condition and re-entry.—*Pugh* v. *Arton*, L. R. 8 Eq. 626.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

FORGERY.—It is forgery to make a deed fraudulently with a false date, when the date is a material part of the deed, although the deed is in fact made and executed by and between the persons by and between whom it purports to be made and executed.—*The Queen* v. *Ritson*, L. R. 1 C. C. 200.

PRINCIPAL AND SURETY—RECOGNIZANCE.—Two persons became bound for the due appearance of a person confined in gaol on a criminal charge and the recognizance was prepared, as if the accused and his two sureties were to join therein; but the justice discharged the prisoner without obtaining his acknowledgement of the recognizance: *Held*, that this had the effect of discharging the sureties.—*Rastall* v. *The Attorney General*, 17 Grant, 1.

SCHOOL SECTIONS—SEPARATION—INFORMAL BY-LAW—DELAY IN MOVING TO QUASH.—The Corporation on the 7th December, 1857, passed a resolution, that a petition asking for a separation from school section 9, and to form a separate section consisting of certain lots, be granted, and a meeting be called to elect trustees.

On the 3rd October, 1868, they passed a by-law, enacting that this resolution should "remain confirmed, whole, and entirely without abatement whatsoever, with the force and effect of a by-law of this corporation."

The applicant in Michaelmas Term, 1868, moved to quash the by-law and resolution. It appeared that both had been passed after due notice, and after opposition by the applicant and others before the council, and that a school had been opened, and school taxes collected and expended in the section as separated:

Held, as to the resolution, that the delay in moving was a sufficient reason for refusing to interfere; and as to the by-law, (the merits being against the application, on the affidavits) that though informal it was not substantially defective, and was not open to objection as being retroactive. The rule was therefore discharged, but without costs.—*Leddingham and the Corporation of the Township of Bentinck*, 29 U. C. Q.B., 206.

HIGHWAY—OBSTRUCTION—INDICTMENT.—Defendant being indicted for overflowing a highway with water by means of a mill dam maintained by him, objected that there was no highway, and could be no conviction, because the road overflowed, which was an original allowance, had been in some places enclosed and cultivated. It was used, however, at other points, and those who had enclosed it were anxious that it should be opened and travelled which they said was impossible owing to the overflow. The overflow too was at other parts than those so enclosed.

Held, that a conviction was clearly right—*Regina* v. *Lees*, 29 U.C. Q.B., 221.

RAILWAY CO.—ASSESSMENT.—The omission of the assessor to distinguish, in his notice to a Railway Co., between the value of the land occupied by the road and their other real property, as required by the act, does not avoid the assessment.

Such an omission may be corrected on appeal by the Court of Revision and County Court Judge. *Scragg* v. *Corporation of London*, 27 U. C. R. 263, dissenting from *Corporation of London* v. *Great Western Railway Co.*, 16 U. C. R. 500, approved of and followed on this point.

By agreement between the plaintiffs and the Erie and Niagara Railway Co. the plaintiffs were working the latter railway with their own engines and cars, and the defendant, as collector, seized the plaintiffs' car on such railway for taxes due by the Erie and Niagara Railway Co. in respect of other land belonging to that company: *Held*, that such seizure was unauthorized, for the car when taken was in the plaintiffs' possession and their own property.—*The Great Western Railway Co.* v. *Rogers*, 29 U.C. Q.B., 245.
