instrument, not having been actually delivered by the donor before her death, did not pass to the defendant's wife as a *donatio mortis causa*.

Held, also, that even if there had been an actual gift of the deposit receipt, with the intention of passing to defendant's wife the money mentioned in it, as a gift *inter vivos*, and she had accepted it, though there was no actual delivery, the gift, being a mere chose in action, would not pass as a mere gift *inter vivos*.—*McCabe, administrator* v. *Robertson et al*, 27 U. C. C. P. 471.

LIBEL.—JUSTIFICATION.—The declaration was for libelling the plaintiff, in the defendant's newspaper, in the following words, "Old S., who was naturalized by serving a term in the penitentiary of New York State," charging the meaning to be, that the plaintiff had served a term, as a convict, in said prison.

The defendants pleaded, in justification, by setting up a conviction of the plaintiff of an indictable offence before the Recorder's Court in Buffalo, prior to the publication of the libel, his sentence and condemnation to imprisonment in the State prison of New York State for the term of two years, and his subsequent committal to that prison and detention there for that period.

Replication, that within three months from the time of the alleged conviction, and before the plaintiff was imprisoned for the said term in said State prison, the conviction was reversed by the Supreme Court of the State of New York, and the plaintiff released from custody upon the charge against him.

Held, on demurrer, replication good.—*Davis* v. *Stewart et al.*, 18 U. C. C. P. 482.

PROMISSORY NOTE PAYABLE IN U. S.—A note made here payable at a place in the United States, but "not otherwise or elsewhere," is payable generally, and the law and currency of the place of contract must govern.

Declaration on a note, made at Toronto, payable to plaintiffs, for $302 79. *Plea*, that the note was payable in Rochester, in the United States, where the plaintiff resided; that when it fell due Treasury notes of the U. S. Government were a legal tender in payment of all notes; that if the defendant had then tendered the amount of the note in Treasury notes it would have been a good tender; that $144 53 of lawful money of Canada then equalled in value Treasury notes to the amount of the note; and defendant brings that sum into Court.

Held, assuming the note to have been payable at Rochester, but without the words not otherwise or elsewhere, that the plea was bad.—*Hooker et al* v. *Leslie*.—27 U. C. Q. B. 295.

NEGLIGENCE. — Declaration that defendant wrongfully, negligently, and improperly hung a chandelier in a public-house, knowing that the plaintiff and others were likely to be therein and under the chandelier, and that the chandelier, unless properly hung, was likely to fall upon and injure them; and that, the plaintiff being lawfully in the public-house, the chandelier fell upon and injure him. *Held*, bad, on demurrer, as not disclosing any duty by the defendant towards the plaintiff, for breach of which an action would lie. —*Collis* v. *Seldon*, Law Rep. 3 C. P. 495.

PROMISSORY NOTE.—A promissory note expressed on time for payment, and, while it was in the possession of the payee, the words "on demand" were added without the maker's assent. In an action by the payee against the maker, *held*, that as the alteration only expressed the original effect of the note, and was therefore immaterial, it did not affect the validity of the instrument — *Aldous* v. *Cornwall*, L. R. 3 Q B. 573.

COMPANY.—1. A company incorporated for the working of collieries contracted with A. to erect a pumping engine and machinery for that purpose, and paid him part of the price. *Held*, that the company could maintain an action against A. for the breach of the contract, though the contract was not under seal.—*South of Ireland Colliery Co.* v. *Waddle*, Law Rep. 3 C. P. 463.

2. Directors of a joint-stock company, who neglect its rules, are liable to make good to the shareholders any loss occasioned thereby; their liabilty in this respect does not differ from that of ordinary trustees.—*Turquand* v. *Marshall*, Law Rep. 6 Eq. 112.

HUSBAND AND WIFE.—A woman, living for sufficient cause apart from her husband, had living with her their child, against her husband will, the court having given her the custody. She had no adequate means of support. *Held* (COCKBURN, C. J., *dissentiente*), that she had authority to pledge her husband's credit for the reasonable expenses of providing for the child. —*Bazeley* v. *Forder*, Law Rep. 3 Q. B. 559.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

TIMBER LIMITS.—ROAD ALLOWANCES.—Licensees of the Crown of timber limits, covering allowances for roads, are not liable to be sued for cutting timber on such road allowances, under the authority of the Crown, when no steps have been