MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

ELECTION UNDER MUNICIPAL ACT—COMMENCEMENT—PERJURY.—An election, under the Munipal Act, is commenced when the returning officer receives the nomination of candidates, and it is not necessary to constitute an election that a poll should be demanded.

Where, therefore, in an indictment for perjury, the defendant was alleged to have sworn that no notice of the disqualification of a candidate for township councillor had been given previous to to or at the time of holding the election, the perjury assigned being that such notice had been given *previous* to the election; and the notice appeared to have been given on the nomination of the candidate objected to: *Held*, that the assignment was not proved.—*Reg.* v. *Cowan*, 24 U. C. Q B. 606.

SALE OF LAND FOR TAXES—PAYMENT OF REDEMPTION MONEY UNDER PROTEST—RIGHT TO RECOVER BACK.—Where lands were sold for taxes, and after the expiration of a year the owner paid under protest to the County Treasurer the sum required to redeem them.

Held, that he could not recover this sum from the County as money had and received, for under section 148 of the Assessment Act, it was received, not for his use, but for that of the purchaser; and the payment of redemption money, to deprive the purchaser of his rights, must be unqualified.—*Boulton* v. *York and Peel*, 25 U. C. Q. B. 21.

VOLUNTARY STATEMENTS BY ONE PRISONER AGAINST ANOTHER—INDUCEMENT.—The prisoner, after his committal for trial and while in the custody of a constable, made a statement, upon which the latter took him before a magistrate, when he laid an information on oath charging another person with having suggested the crime, and asked him to join in it, which he accordingly did. Upon the arrest of the accused, the prisoner made a full deposition against him, at the same time admitting his own guilt. Both information and deposition appeared to have been voluntarily made, uninfluenced by either hope or threat; but it also appeared that the prisoner had not been cautioned that his statements as to the other might be given in evidence against himself, though he had been duly cautioned when under examination in his own case.

Held, following *The Queen* v. *Finkle*, 1 V. K. 453, that both the information and deposition were properly received in evidence, as being statements which had been voluntarily made, uninfluenced by any promises held out as an inducement to the prisoner to make them, and that, too, though they had been made under oath; for that the rule of law excluding the sworn statements of a prisoner under examination applied only to his examination on a charge against himself, and not when the charge was against another; for that in the latter case a prisoner was not obliged to say anything against himself, but if he did volunteer such a statement it would be admissible in evidence against him. —*Reg.* v. *Field*, 16 U. C. C. P. 98.

INSOLVENT ACTS—EXECUTION—ATTACHMENT—PRIORITY.—Judicial proceedings and acts of the Legislature take effect in law from the earliest period of the day upon which they are respectively originated and come into force.

M. recovered a judgment and issued a *fi. fa.* goods against R. The writ was placed in the hands of the sheriff at half-past 10 and a levy made about 11 a.m. On the same day, but after the levy, C. sued out against R. a writ of attachment in insolvency, which was placed in the sheriff's hands at half-past 11, a.m. On the same day, also, an act of Parliament came into force, (the Royal assent being given thereto on that day, but not until the afternoon) by which it was in effect enacted, that no lien upon the personal or real estate of an insolvent should be created by the issue or delivery to the sheriff of any execution, or by a levy made thereunder, unless such execution had issued and been delivered to the sheriff at least thirty days before the issue of an attachment in insolvency; but that this provision should not apply to any writ *theretofore* issued and delivered to the sheriff, nor affect any lien or privilege for costs which the plaintiff theretofore possessed.

Held, that under the circumstances above detailed, the *fi. fa.* goods could not be considered as having been issued and delivered to the sheriff *before* the act came into force, and, therefore, by virtue of the act the writ of attachment prevailed over the execution.

Held, also, that the execution creditor was not entitled to any lien for his costs.

Semble, that the issuing of the writ of attachment was a judicial act, and by virtue thereof under the statute, the property of the insolvent vested in the assignee by relation before it was seized by the sheriff under the execution, and before any lien attached on the property by virtue of the execution.—*Converse et al* v. *Michie*, 16 U. C. C. P. 167.