June, 1867, *on a charge of larceny: Held*, sufficient, and that it was not necessary to specify the property stolen, the ownership thereof, or the locality from which it was taken; nor to allege that the indictment was in the name of the Queen, as the Court must take judicial notice of the fact that Her Majesty alone could prosecute on a charge of larceny.—*Regina* v. *Macdonald*, 17 U. C. C. P. 635.

SURVEY—C. S. U. C CH. 93, SEC. 28—DOUBLE-FRONT CONCESSIONS—DESCRIPTION.—The 12 Vic. ch. 35, sec. 37 (Consol. Stat. U. C. ch. 93, sec. 28) which prescribes the rule for drawing the side lines in double-fronted concessions, applies to townships theretofore surveyed.

Held,—following *Warnock* v. *Cowan*, 13 U. C. Q. B. 257, and *Holmes* v. *McKechin*, 23 U. C. Q. B. 52, 321—that the lands having been described in half lots is made by that section part of the definition of a township with double front concessions.

Held, also, that the rule prescribed applies to all lands in such concessions, not to the grants of half lots only, and that it is brought into application by the granting of any half lots.

Semble, however, that the section is on both points open to doubts, which it is desirable to remove by legislation.

Where land was described as commencing at a post planted four chains and fifty links from the north-east angle of a lot—*Held*, that the post (the existence and position of which were satisfactorily established) was the point of commencement, though its distance from the true north-east angle was inaccurately given.

The declaration charged the trespasses, breaking down fences, &c, as committed on divers days and times. Defendant pleaded leave and license, which the plaintiff traversed. It appeared that part of the fence was removed under a license, and the remainder after it had been revoked, the interval from the first to the last removal being two or three years.

Held, that the plaintiff was entitled to succeed, though it would have been otherwise if the declaration had only charged the trespasses as committed on the same day, for the defendant could then have applied the license to the only trespass charged.—*Marrs* v. *Davidson*, 26 U. C. Q. B. 641.

INSOLVENCY—PREFERENCE—BOARDS OF TRADE.—Sub-sections 1, 2, 3 and 4, of section 8, of the Insolvent Act of 1864, do not prevent a debtor conveying lands to a creditor either in payment of, or a security for, his claim.

A. having manufactured a quantity of goods (a number of oil barrels) for a customer, drew upon him for the price, and applied to a banker to cash the bill, which the banker agreed to do upon receiving a lien on the goods, which was given, and the bill cashed accordingly. On the day following the debtor made an assignment to an official assignee.

Held, 1. That the transaction was not within either the terms or the spirit of the Insolvent Act.

2. That if it were within the terms of the Act, the creditor was at liberty to rebut the presumption that the transaction was carried out in contemplation of insolvency.

The provision in the Insolvency Act which authorises Boards of Trade to appoint official assigness, applies as well to unincorporated, as to incorporated Boards of Trade; and that whether such Boards of Trade were in existence at the time of the passing of the Act or were subsequently created.—*Newton* v. *The Ontario Bank*, 13 U. C. Chan. R. 652.

FENCE VIEWER'S ACT (C. S. U. C. CH. 57)—NON-COMPLIANCE WITH AWARD—RESTRICTION TO STATUTORY REMEDY—PLEADING.—The declaration was against the defendant as owner of a lot adjoining the plaintiff's land, alleging the existence of a large quantity of surplus water upon both lots; that both parties disputed as to their respective rights and liabilities under the Fence Viewer's Act (C. S. U. C. ch. 57), and steps were thereupon taken to procure an award under said Act, which was accordingly done, and an award made in the presence and with the assent of both parties. The declaration then went on to recite the award verbatim, which directed two ditches to be made by the parties, one by each, and concluded thus, "said ditch to be made before the 1st October, 1865." Plaintiff then averred performance of the award on his part, but a neglect and refusal to perform it on the defendant's part, and claimed damages for such neglect and refusal: *Held*, on demurrer, that the declaration was not bad as failing to disclose a case which gave the fence viewers jurisdiction, which did not fix the time each party should have within which to perform his share of the ditching, or direct where such ditching should be made; and also for not shewing that a demand in writing had been made on the defendant to perform the award, the non-compliance with which would have entitled the plaintiff under the Act to have completed the ditch and sued for the price fixed, instead of bringing an action for damages, which could not be maintained.

The eleven sub-sections of section 16 of the above act refer to ditches and water courses as well as to fences.—*Murray* v. *Dawson*, 17 U. C. C. P. 588.