

tions from saying that the defendant shall accept a ten days' notice of trial, for a day other than the first day of the sittings. It is, however, possible, that in Ontario, such an order could not be made, except probably where the case is to be tried at the Toronto non-jury sittings: See Ont. Rule 542, as to require a defendant not in default in other cases, to accept a notice of trial for a day other than the first day of the sittings, would probably be regarded as unwarranted by the Ont. Rules. See Ont. Rule 538 (d).

**CRIMINAL LAW**—MANSLAUGHTER—PARENT NEGLECTING TO PROVIDE MEDICAL AID FOR HIS CHILD—RELIGIOUS OBJECTION TO MEDICAL AID—WILFUL NEGLECT—THE PREVENTION OF CRUELTY TO CHILDREN ACT, 1894 (57 & 58 VICT., C. 41), S. 1.

In *The Queen v. Senior* (1899) 1 Q.B. 283, the defendant was convicted under the Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict., c. 41) of manslaughter for neglecting to provide medical aid for his infant child. He belonged to a sect which objected to the calling in of medical aid, and to the use of medicine, and he had wilfully and deliberately abstained from providing medical aid and medicine for his infant child, but in other respects, he had done all he could in the best interests of his child. Medical aid would have prolonged, and probably saved, the child's life, and the defendant had the means to procure medical aid. On a case stated by Wills, J., the Court for Crown cases reserved (Lord Russell, C.J., and Day, Wills, Grantham, Lawrance and Wright, JJ.) unanimously held that the defendant was rightly convicted of manslaughter, as having, by his wilful neglect, caused or accelerated the death of his child, and that his conscientious convictions as to the impropriety of availing himself of medical aid afforded no excuse in law, and the conviction was affirmed, and Lord Russell, C.J., states that he is not satisfied that the evidence would not justify a conviction at common law.

**COMPANY**—WINDING UP—FULLY PAID SHARES TAKEN IN PAYMENT OF DEBT—CREDITOR—FAILURE OF CONSIDERATION.

In *re Railway Time Tables Co.* (1899) 1 Ch. 108. In this case a creditor of a company for a sum partly secured by debentures of the company, and partly unsecured, surrendered the debentures upon the terms of receiving from the company new debentures and paid up shares to cover the total amount due. The shares