Also, that all persons exercising the trade of a butcher within the town should be licensed each year, as provided, the fee for each license to be 5s. *Held*, clearly bad, under secs. 217, and 294, sub-sec. 31.

Also, that any person breaking any of these provisions should, upon conviction before the mayor or any other magistrate of the town, forfeit and pay a fine not exceeding $50, nor less than $1, and costs, and in default thereof, and of distress out of which to levy, should be committed, with or without hard labour, for not more than 21 days. *Quære*, taking together sec. 243, sub-secs. 6, 7, 8, and secs. 206, 207, 360, 866, whether the statute authorizes a discretion as to the amount of fine and term of imprisonment to be thus given to the magistrate, or whether it must not be fixed by the by-law. There being room for doubt as to this point, and reason to believe that many convictions might have taken place under similar provisions in other by-laws, the court refused to quash upon this objection. (*Re Fennell and Corporation of Guelph*, 24 U. C. Q. B. 238.)

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Insurance—Interim receipt by Agent, how far binding — Principal and Agent. — The agent of an insurance company, employed to receive applications, on application by the plaintiff, and receipt from him of the usual premium, gave to the plaintiff a receipt therefor, "subject to approval by the board of directors, money and note to be returned in case application is rejected." It was alleged that this was verbally understood between the agent and the assured to be a final agreement for the policy and an acceptance of the risk. The directors having refused to effect the proposed insurance, and returned the premium note given to the agent, *held*, that the company was not liable to make good a loss. *Held* also, that the agent's authority did not extend to the making of final agreements for insurance, or to the insuring temporarily of property not of the classes specified in printed circulars of the company, or such as they were accustomed to insure. (*Henry* v. *The Agricultural Mutual Assurance Association*, 11 Grant, 125.)

Principal & Surety—Release—Discharge. The payee of a promissory note, endorsed for the accommodation of the maker, having obtained judgment against the maker and endorser, executed a release to the maker, reserving all his rights against the endorser. *Held*, that he was entitled to do so, and might still proceed to enforce the judgment against the endorser. (*Bell* v. *Manning*, 11 Grant, 142.)

Contract for sale of land—Growing crops. The plaintiff agreed to buy an estate, "including the hay, growing crops, &c." The time fixed for completion was the 24th June, but it was afterwards extended till the 29th September, and in the meantime the defendant had cut and sold the hay and crops. *Held*, that the plaintiff was entitled to those crops only which were in existence at the time of completion, and that he had no right to the proceeds of the sale of the crops which were cut and gathered before the 29th September. (*Webster* v. *Donaldson*, 13 W.R. 515.)

Negligence—Servants. — If the owners of dangerous machinery employ a young person about it, inexperienced in its use, without giving that person proper directions as to the mode of using it, they are in law responsible for any injury which may ensue from the use of the machinery. (*Grizzle* v. *Frost*, 3 F. & F. 622.)

False Imprisonment—Justification.—A person unlawfully in another's house and creating a disturbance, and refusing to leave the house, may be forcibly removed; but if he had not committed an assault, the circumstances do not afford a justification for giving him into the custody of a policeman. (*Jordan* v. *Gibbon*, 3 F. F. N. P. Cas. 607.)

Executors—Renunciation.—Renunciation by an executor need not be under seal. A letter by which he renounces probate is sufficient, and the letter should be recorded in court as his renunciation. (In the goods of *Boyle*, Prob. 3, 5, 64; 33 L. J. N. S. 105.)

Injury resulting from the Clearing of Land—Refusal to interfere with Verdict of Jury.—A man must exercise care and discretion as to the time and mode of clearing his land; and if his neighbour be injured by rashness or inconsiderateness on his part, he will be liable to him for the damage.

It is, however, always a question for the consideration of the jury whether or not a man has exercised his own right to the injury of his neighbour; and where the case has gone fully to the jury, with all proper directions on the law by the presiding judge, their verdict will not be disturbed by the court, unless it is contrary to