refer to each other and are intended to be read together they may be so read.

The statute requires the statement to set out the interest of the mortgagee in the mortgage and the amount due thereon, and says that the affidavit must vouch for these statements "as true." In this case the affidavit was that the statement "truly and correctly" set forth, &c. *Held* sufficient.

McMichael, Q.C., for plaintiff.

Robinson, Q.C., for defendant.

O'Donohoe v. Wilson.

Chattel mortgage—Sufficiency of.

Plaintiff's chattel mortgage recited "whereas the said mortgagee hath endorsed at the request and for the accommodation of the mortgagor . . . a promissory note . . . for $1,000," &c. The mortgage witnessed that the mortgagor, in consideration of such endorsement made before the execution of the mortgage, hath granted, &c. Plaintiff's affidavit stated that he endorsed the note; that the mortgage was executed in good faith and expressly to secure the payment of the note and security, and indemnity to plaintiff against said endorsement, and not for the purpose "of protecting" the goods, &c., covered by it from the creditors of mortgagor.

The bona fides of the mortgage was admitted, but it was contended that the recitals and the affidavit were insufficient under the statute; the recital because it did not set out the nature of the agreement between the parties, and the affidavit for non compliance with the statute in several particulars.

Held, that the mortgage and affidavit complied with the statute.

O'Donohoe, for plaintiff.

Donovan, for defendant.

Fitzhenry v. Murphy.

Seduction—Contradictory evidence—Excessive damages.

In this case the evidence was directly contradictory. The plaintiff, a married man, was an engine driver, and the girl his servant. There were circumstances which if the defendant was guilty would tend to inflame the minds of the jury, and there was no particular evidence of defendant's circumstances. The jury found a verdict of $2,000.

The Court refused to set aside the verdict as excessive.

Meredith, Q. C., for the plaintiff.

MacMahon, Q. C., for defendant.

Burgess v. Bank of Montreal.

Tax Sale—Insufficient description—32 Vict., cap. 36, sec. 155, O.

On the 9th November, 1860, the day of the sale, a sheriff gave a certificate to a purchaser of lands sold for taxes, describing the lands as "5 acres of land to be taken from the S. W. corner of the S. W. ¼ of lot 3, in the 11th con. of East Zorra." The Sheriff's book described the lands sold as "5 acres from the S. W. corner," &c. On the 17th September, 1866, the Sheriff who sold the land having died, his successor made a deed of the land to the purchaser, describing it by metes and bounds, making the land conveyed nearly a square at the S. W. corner.

Held, that the description in the certificate being indefinite and the deed made by a different Sheriff, it was impossible to identify the land sold, and the sale was void.

Held also, that the defect was not one cured by 32 Vict., cap. 36. sec. 155, O.

Bethune, Q.C., for plaintiff.

Becher, Q. C., for defendants.

Regina v. Nasmith.

Criminal law—Neglect to maintain a wife—32-33 Vict., ch. 20, sec. 25.

An indictment under 32-33 Vict., cap. 20, sec. 25, against a prisoner for neglect to maintain his wife need not allege that the wife is ready and willing to return and live with the husband, and such allegation, if inserted, need not be proved, and may be struck out.

Under this Act the Crown must make out such a case as would entitle the wife to a decree for alimony in equity.

In this case it did not sufficiently appear that the wife was in want of food, clothing, &c., or that the husband had the ability to provide it; the conviction was therefore quashed.

Irving, Q, C., for the Crown.

W. Francis, for the prisoner.

Regina v. Haines et al.

Criminal law—Trial by Judge—32-33 Vict. cap. 21. sec. 1104

Held, that where prisoners elect to be tried before a judge alone, the judge has the power to find them guilty of an offence under 32-33