

dant claimed), not according to R.'s survey, but according to a small plan obtained from the original surveyor, and the patent which issued in 1846 appeared to grant the land designated on this plan, making no reservation of streets, but including the extensions to the river of the streets in question, as laid out upon the original plan.

Previously, also, to this sale, lots had been sold on these streets by the proper authorities; the streets had been worked and improved, and one in particular was open to the river, and the other as far as where the obstruction stood:

Held, affirming the judgment of the Court of Common Pleas, 16 C. P. 145, that the evidence conclusively established that the streets in question had been laid out in the original survey of the town to within four rods of the river, and that this space was left open for public use; that the existence of these streets as public highways was shewn by the work on the ground at the original survey, and by the adoption, on the part of the Crown, of that work as exhibited on the plan thereof returned, which adoption was established by the disposition of lands according to that plan and survey; that thereby these streets became public highways; and although prior to such adoption the Crown would not have been bound by either plan or survey, after such adoption there was no power of making such an alteration as would be necessary to establish the defence set up. — *Regina v. Hunt*, 17 U. C. C. P. 443.

CONVICTION AT QUARTER SESSIONS UNDER CON. STAT. U. C. CAP. 75—CERTIORARI.—A. engaged B. and his hired man C. to build a house for him, and agreed to pay B. his ordinary wages, and \$1 per diem for C. A. making default was convicted before a magistrate under the Master and Servants' Act, and ordered to pay B. \$15 50 for C.'s services. A. appealed, but the appeal was adjourned to another Sessions, when the conviction was quashed. B. then obtained a summons to shew cause why a *certiorari* should not issue to return the order quashing conviction, etc., into the Queen's Bench.

Held, 1. That the applicant had a right to the *certiorari*, but

Seemle, that the proceedings to reinstate the conviction were unnecessary.

Held, 2. That the agreement referred to did not come within the second branch of Con. Stat. U. C. cap. 75, sec. 3, and

Seemle, that the terms used in the first branch of same section refer to agreements where master, journeyman and laborer belong to the same

calling, and one engaged the other to work for him in its exercise.

Quære, as to power of Quarter Sessions to adjourn such a case.—*In Re Doyle's Conviction on Complaint of McCumber*, 4 Prac. Rep. 32.

NEGLIGENCE — MUNICIPAL CORPORATION. —

Where a corporation is sued for an injury growing out of negligence of the corporate authorities in their care of the streets of the corporation, they cannot defend themselves on the ground that the formalities of the statute were not pursued in establishing the street originally. *Mayor v. Sheffield*, 4 Wallace.

If the authorities of a city or town have treated a place as a public street, taking charge of it, and regulating it as they do other streets, they cannot, when sued for such injury, defend themselves by alleging want of authority in establishing the street. (*Id.*)—A. L. Reg. 441.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

BANKS—INTEREST.—*Held*, affirming the judgment of the Court of Common Pleas, Draper, C. J., VanKoughnet, C., and Mowat, V. C., *dissentientibus*, that the 29 and 30 Vic. ch. 10, sec. 5, exempts Banking Corporations not merely from liability to the pecuniary penalty imposed by Con. Stat. C. ch. 58, sec. 9, but from the loss or forfeiture under that Statute of the security received by them for the moneys advanced.—*The Commercial Bank of Canada v. Cotton et al*, 17 U. C. C. P. 447.

VOLUNTARY DEED—ASSIGNMENT OF PERSONAL ESTATE—PROMISSORY NOTES NOT ENDORSED—SET-OFF.—An assignment in general terms of personal estate will pass promissory notes in the possession of the settlor, although not endorsed to the donee.

Therefore, where A. assigned her personal estate to B., and certain promissory notes drawn by C., which were at the date of the settlement in her possession, were afterwards given by her to B., who by his will gave a legacy to C., the executors of B. were held entitled to deduct from C.'s legacy the amount due on the notes.—*Richardson v. Richardson*, 15 W. R. 690.

RAILWAY COMPANY — NEGLIGENCE. — Where the defendant (a railroad company) has, by its own act, obstructed the view of travellers upon the public highway by piling its wood so