

## MAGISTRATES, MUNICIPAL, INSOLVENCY & SCHOOL LAW.

### NOTES OF NEW DECISIONS AND LEADING CASES.

#### MORTGAGE OF TOLLS.

A Harbour and Road Joint Stock Company, by its charter (16 Vic. ch. 141), had power to levy tolls on goods landed or shipped within certain prescribed limits; and the harbour, roads, wharves, and all the real estate, were to be vested in the company and their successors for ever. The company, finding it necessary to mortgage the harbour, tolls, &c., did so under authority of their charter, and the mortgagee foreclosed the security, entered into possession, and leased to plaintiff, who sued defendant, owner of a wharf within the statutable limits of the harbour, for tolls on goods shipped or landed on defendants' wharf: *Held*, That plaintiff could sue only in the corporate name, and a non-suit was therefore directed.—*Whiteside v. Bellechamber*, 12 C. P. 241.

## SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

### NOTES OF NEW DECISIONS AND LEADING CASES.

#### 13TH ELIZABETH.

A conveyance executed by a debtor in satisfaction of or security for a debt, if intended to operate between the parties, is valid, though obtained in order to gain priority to an expected claim of the Crown under a recognizance.

A debtor conveyed lands to his father and brother-in-law respectively, which they claimed to be *bona fide*, and for a valuable consideration; on a bill by a creditor the Court was not entirely satisfied with the account which was given of the transaction with the father, and had serious doubts in regard to the transaction with the son; but being of opinion that the evidence was insufficient to prove the account of the transactions on the defendants' part to be false, sustained both conveyances.—*Attorney-General v. Harmer*, 16 Chan. Rep. 533.

#### DOMICILE.

1. A French subject took up his sole place of abode and business in England, where he lived thirty years, making occasional visits to France. He married and intended to end his days there, but refused to be naturalized, as he was a Frenchman, and might return to reside in France. *Held*, that his domicile was English.—*Brunel v. Brunel*, L. R. 12 Eq. 298.

2. To effect a change of domicile it is sufficient that there is intention of settling in the new locality, and of making a principal or sole

and permanent home there, and no intention to change civil status is necessary.—*Douglas v. Douglas*, L. R. 12 Eq. 617.

#### EASEMENT.

Under 2 and 3 Will. 4, c. 71, a landlord gains no easement or right whatever until twenty years of adverse possession have elapsed. Therefore a tenant of a house which has enjoyed access of light and air over adjoining land, for fourteen years, may take such land, and thereby uniting possession, prevent his landlord gaining an easement. A tenant in possession may refuse to allow his landlord to arrest the growing right of a neighbor to an easement. If enjoyment of light and air continue as above for fourteen years, and then is suspended by unity of possession of the dominant and servient estates, and after such unity is severed the enjoyment is continued six years more, an easement is gained.—*Ladyman v. Grave*, L. R. 6 Ch. 768.

#### EVIDENCE.

A testator appointed his son, Forster Charter, as his executor. He had two sons, William Forster Charter and Charles Charter: *Held*, that inasmuch as if a man has several Christian names they are together but one name, the testator had not sufficiently described either of his sons, and evidence showing the testator intended to appoint his son Charles was admissible.—*Charter v. Charter*, L. R. 2 P. & D. 315.

#### EXECUTORS AND ADMINISTRATORS.

A testator appointed his wife executrix, "and in default of her" two other persons to be executors. Probate was granted to the wife, who died, leaving the estate partly unadministered: *Held*, that probate should be granted to the said two persons as substituted executors.—*In the goods of Foster*, L. R. 2 P. & D. 304.

#### FRAUDS, STATUTE OF.

A. entered into a contract with B. for the purchase of wool, and signed and handed to B. a memorandum of the terms of sale. B. subsequently wrote to A., "It is now twenty-eight days since you and I had a deal for my wool. . . . I shall consider the deal off as you have not completed your part of the contract. yours, B." And on A. asking for a copy of said memorandum, B. wrote, "I beg to enclose a copy of your letter," enclosing a copy of the memorandum. *Held*, that there was sufficient memorandum of the contract signed by B. to satisfy the statute of frauds.—*Buxton v. Rust*, L. R. 7 Ex. 1.

#### ILLEGITIMATE CHILDREN.

A testator cannot by his will appoint a guardian for his illegitimate children.—*Sleeman v. Wilson*, L. R. 13 Eq. 36.