tection of the bailment, for I find that having hired a horse to go to one place, the defendant wrongfully (in its legal sense) drove the horse to another. The effect of this, in my opinion, is to render the defendant in the same position as a wrong-doer. It is a somewhat similar position to that of a bailment causing a lien. If the bailee do anything to destroy the bailment, by improperly letting or selling the goods, the lien which sprung from the bailment is gone. So here the permission contained in the contained in the contract of hiring, to drive the horse to Belper, was gone as soon as the defendant drove to Sandiacre. Being a wrong-doer, the defendant therefore seems to be in the same position as if he had wrongfully taken the horse from the plaintiff's stable. If he had done so in such a manner that an action for trespass could be maintained thereon, and whilst he was driving the horse it fell, who can doubt that the defendant would be liable for any injuries it might sustain. I think you cannot estimate degrees of moral wrong doing, so to mitigate the position of a legal wrong-doer; and therefore finding, as I do, that the defendant is not protected by the contract of bailment, and that he is a wrong-doer, I give judgment in favour of the plaintiff. In considering the case I have been much struck by the argument that there is no evidence that the injury arose by reason of the wrongful act of driving to Sandiacre. In one sense this is so, for if the horse had gone to Belper the accident might have happened; but on the other hand, if the defendant had not taken the horse to Sandiacre or Belper, no injury could have been caused by him; and inasmuch as the defendant is a wrong-doer, it is no answer for him to say, "Whilst I was a wrong-doer the damage accrued, but inasmuch as it might have happened if I had acted rightly, I am not liable." I also have had to consider how a count could have been framed if this action had been brought in a superior Court, and a pleading test is generally a good one. If the facts were set out with several averments there may at first sight be some difficulty; but I incline to think that a general count in trespass, or a count alleging that the defendant wrongfully took the horse to Sandiacre, and whilst in his possession was injured, would suffice. As I have said, my judgment is for the plaintiff, and I assess the damages at 4*l*." —*Law Journal.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW

NOTES OF NEW DECISIONS AND LEADING CASES.

Insolvency.—The Judge in Insolvency refused an insolvent his discharge on the grounds, (1.) That he had made a preferential assignment in the year 1857; (2.) Because he had kept no books of account shewing receipts and disbursements of cash, and such other books as were suitable for his trade.—*Held*, as to the former ground, that it was not sustainable, for there was no law against it when made; and that as to the latter, considering the short period which had intervened between the passing of the Act of 1864 and the application for discharge (some three months only), and the inconsiderable nature of the business in which he was engaged, the insolvent should not have been so severely dealt with, though this was a matter wholly in the discretion of the Judge in Insolvency. But as the judge, though doubtful as to it, had not enquired into the *bona fides* with which the assignment of 1857 had been made, and of the disposition of his property under it, the case was referred back to him for re-consideration on those points.

Semble, as to this assignment, that it could be impeached under sub-sec. 6 of sec. 9 of the Insolvent Act only upon the ground that by it the insolvent had fraudulently retained and concealed some portion of his estate, or had been guilty of evasion, &c., in his examination as to his effects.

Quære, whether fraud committed before the Insolvent Act is fraud "within the meaning of the Act," so as to make it a valid ground of opposition to a debtor's discharge, so long as he fully complies with all the other requirements of that Act.

The Insolvent Act does not require the petition in appeal to be signed by the insolvent or his attorney.

Notice must under that Act be served on the Assignee of the day on which the petition will be presented to the Court.

The petition must be addressed to the Court, and to the Chief Justice: the latter is an irregularity, which, however, may probably be corrected.

The neglect on the part of the Assignee to file the papers on or before the day of presenting the petition is no reason for rejecting the appeal, though it may be a reason for enlarging the hearing, and proceeding against the assignee for his neglect or contempt.

Points not taken in the Court below are not open to parties before the Appellate Court.

Semble, that the more proper mode of raising technical objections to the proceedings in cases of this kind is to move a rule to set the proceedings aside, instead of urging the objections on the argument of the merits.—*Re Parr, an Insolvent*, 17 U. C. C. P. 621.

Criminal Law—Indictment for Perjury—Sufficiency of.—An indictment for perjury charged that it was committed on the trial of an indictment against A. B. at the Court of Quarter Sessions for the County of B., on the 11th of