provisions of the 93rd section, have re-enacted, as it were, the repealed section and added to it a further provision.

Such are some of the results of a careless and hasty legislation. There may be too much even of a good thing. If alterations are to be made in the laws, let them be done after a careful supervision of those most competent to deal with them.

SELECTIONS.

EVIDENCE OF FOOTMARKS.

About four years ago, as we learn from a paragraph in the *Times*, a man named Harris was convicted of cutting out the tongue of a neighbour's horse by night. The evidence was solely that of footmarks. The sentence was eighteen months' imprisonment, which told so on the prisoner that he died. Since then his innocence has, it is said, been completely established.

Of all evidence habitually adduced before magistrates, at quarter sessions, and at assizes, there is scarcely any so common as that of footmarks, and certainly none so worthless. "I found footmarks,—I compared them with the prisoner's boot;—They corresponded exactly." If the tracks *do* exactly fit the boots, they are the strongest evidence that the boots, with probably the prisoner in them, assisted at whatever was done when the tracks were made. Unless the tracks fit *exactly*, they are no evidence at all. Now the value of the above statement, as usually received in evidence from the mouth of a rural policeman, or other witness, will be more correctly appreciated if you consider the process which would be requisite in order to determine that the tracks do fit exactly. A mere eye comparison of the shape of the sole with the edge of the track is clearly not enough, because scores of men may wear their boots into very much the same shapes, especially if made by the same maker. Nor is it enough to count the hob nails, because a country cobbler will very likely have a set pattern and a set number of nails for all boots of a certain size. The orthodox plan, when the print is yet plastic, in wet clay or garden mould for instance, is, we believe, to press the boot down into the print, and then stand aside and see if the fit looks all right. It is true that the sole is the crucial test, and that while in the print no one can see the sole; but the plan has this advantage, that the firm pressure in the soft soil produces in the old print a new one, which, *ex necessitate*, must correspond exactly with the boot. In many cases a very accurate admeasurement with compasses would be necessary to test the correspondencies of the two, and in many other cases, from the imperfection of the print the test is impraticable.

The prisoner's advocate ought always to examine the witness minutely as to the process by which he satisfied himself that the boot corresponded with the track. A few months ago a case occured in which a prisoner, being charged before a clerical magistrate, on the evidence of a constable who deposed in the usual form that the prisoner's boot fitted the footmark to a nicety, the worthy clergyman took the boot in his own hands and personally compared it with the marks. The first thing he did was to look at the nailmarks, when to his surprise he found that neither in number nor pattern did they correspond with the nails in the boot. The prisoner, of course, was acquitted; but, unless the magistrate had made this discovery, he would, in all probability have been committed on this blundering evidence.—*Solicitors' Journal.*

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Mortgages — Fraud—Assignment.—An insolvent person executed to his son a mortgage for $1000, of which $600 was a sum fraudulently pretended to be due to the mortgagor's wife.

Held, that, even if the remaining sum was really due to the mortgagee, his concurrence in the fraud as to the $600 rendered the mortgage void in *toto*.

The assignee of a mortgage is entitled to set up the defence of a purchase for value without notice.

A party intending to purchase a mortgage should communicate with the mortgagor before purchasing; and if he refrains from doing so, his assignment is subject to all equities there were between the mortgagor and the mortgagee, though the assignee may not have had actual notice of them.

The assignee of a mortgage, impeached as having been made without consideration and to defraud creditors, in setting up the defence of a purchase for value without notice, must deny notice that the mortgage was given without consideration; and a mere denial of notice of the claim of the impeaching creditor is insufficient.—*Totten* v. *Douglas*, 15 Chan. R. 126.

Mortgages—Improvements by Purchasers under void Sales—Arrears of Interest.—Improvements made by a defendant under the belief that he was absolute owner, are allowed more liberally than to a mortgagee who improves knowing that he is but a mortgagee.

A person purchased under a power of sale in a mortgage, but the sale was irregular, and was set aside: