protection of property, knowingly and voluntarily to place himself in a position where he is liable to receive a serious injury, is negligence, which will preclude a recovery for an injury so received; but when the exposure is for the purpose of saving life, it is not wrongful, and therefore not negligent unless such as to be regarded either rash or reckless. The jury were warranted in finding the deceased free from negligence under the rule as above stated. The motion for a nonsuit was, therefore properly denied. That the jury was warranted in finding the defendant guilty of negligence in running the train in the manner it was running, requires no discussion. None of the exceptions taken to the charge as given, or to the refusals to charge as requested, affect the right of recovery. Upon the principle above stated, the judgment appealed from must be affirmed with costs.

CHURCH, C. J., PECKHAM and RAPALLO, JJ., concurred.

CORRESPONDENCE.

Some recent Division Court Decisions.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—The following cases were decided before Judge Dennistoun in the Division Court at Peterboro':

Defendant had been tenant to plaintiff under a lease under seal. One of his covenants was "to pay, satisfy and discharge all rates, taxes and assessments which shall or may be levied, rated or assessed in or upon the said demised premises during the said demised term." The tenancy commenced on the 20th February, before assessment made, and was to continue for five years. Before the expiry of the term, defendant, becoming embarrassed, requested plaintiff to take the premises off his hands, which he did on the 25th July, after the assessment had been made, taking from defendant a reconveyance under seal, which reconveyance contained this proviso—"Reserving always to plaintiff all his rights and remedies under the said lease and the covenants thereof."

Subsequently to this, plaintiff sued defendant for an account, including a balance of this rent, to which defendant made a set-off of so much of the taxes for that year as accrued after the reconveyance aforesaid, which set-off the learned Judge allowed, holding that as the proviso in the reconveyance did not express the word "taxes," plaintiff could not recover. It will be noted that the proviso expressly reserved to plaintiff all defendant's covenants in the lease, *one of which was to pay these taxes.*

Plaintiff sued defendant for rent due under a lease under seal. Defendant was called to prove the execution of the lease. While plaintiff's examination of defendant was going on, the learned Judge told defendant that he might or might not answer plaintiff's questions, as he pleased. After plaintiff's examination had closed, which was confined to the proving the execution of the lease, defendant volunteered evidence on his own behalf to the effect that the rent ought to be less than that stated in the lease. In vain plaintiff argued that such evidence was not admissible; that defendant could not thus, by his own *parol* evidence, impeach his own solemn deed. Nevertheless the learned Judge held otherwise, and made the reduction accordingly. In *Shannon* v. *Varsil*, 18 Grant, 10, Spragge, Ch., said: "A. agrees to sell B. certain land for $1,200. B. could not prove *by parol* that A. agreed subsequently to reduce the purchase-money to $800." This decision is now, I suppose, overruled by that of Judge Dennistoun above.

Again: A Municipal Corporation sued an innkeeper for the price of a license to sell spirituous liquors, according to the terms of a By-law made before the passing of the last Municipal Act. The defendant set up that the new Municipal Act had repealed the former By-law, and that, as the Council had not made a new By-law, plaintiffs could not recover, and the learned Judge ruled accordingly. This ruling, however, is in direct opposition to the judgment of the Common Pleas in *Reg.* v. *Strachan*, 6 U. C. C. P., 191. I suppose this judgment may be considered as now overruled.

Again: The sheriff applied for an interpleader order in the County Court under a *fi. fa.* goods. The parties consented to the trial before the above learned Judge. On the opening of the case the execution creditor called upon the claimant to prove his claim. The claimant objected, and the learned Judge ruled that the execution creditor must shew that the claimant had no title. The effect of this ruling was to place the creditor completely in the claimant's hands, and virtually to put him out of Court. The learned Judge thus decided that the creditor was to prove a negative.

Reports of legal decisions are, or should be, valuable and instructive. Other cases will