Ditches and Watercourses Act, 1894, which require the judge of the county court to hear and determine an appeal from an award thereunder within two months after receiving notice thereof, are merely directory.

VILLAGE OF LONDON WEST VS. LONDON GUARANTEE AND ACCIDENT COMPANY.

Insurance—Employees' Guarantee Contract—Renewal—Ontario Insurance Corporations Act, 1892, sec. 32, sub-sec. 2—Condition—Misstatements—Materiality.

By a contract in writing, made in 1890, the defendants agreed to guarantee the plaintiffs against pecuniary loss by reason of fraud or dishonesty on the part of an employe during one year from the date of the contract, or during any year thereafter in respect of which the defendants should consent to accept the premium which was the consideration for the contract. The defendants accepted the premium in respect of each of the three following years, and gave receipts entitled "renewal receipts," in which the premiums were referred to as "renewal premiums."

Held, that the contract was a contract of insurance made or renewed after the commencement of the Ontario Insurance Corporations Act, 1892, within the meaning of section 33.

Held, also, that upon the true construction of sub-section 2, the contract could not be avoided by reason of misstatements in the application therefor, because a stipulation on the face of the contract providing for the avoidance thereof for such misstatements was not, in stated terms, limited to cases in which such misstatements were material to the contract.

BRYCE VS. TOWN OF WOODSTOCK.

Judgment in action for damages, tried at Woodstock, without a jury, brought by plaintiff against the town of Woodstock, and defendant Hicks, who owns and drives an omnibus there. The plaintiff was thrown out of the 'bus by reason of its running against boulders at corner of Main and Finkle streets. The learned judge finds that there was reasonable excuse for want of notice to the corporation, required to be given by the Ontario Municipal Act, 1894. He visited the place where the accident occurred, the better to understand the evidence, and is of opinion that the stones in question were an obstruction amounting to non-repair of the highway. He finds there was no negligence on part of defendant Hicks, and knows of no principle by which the town can be ordered to pay their co-defendant's costs. Action dismissed, as against defendant Hicks with costs to be paid by plaintiff. Judgment in favor of plaintiff against the town for $375 and full costs of action.

TOWNSHIP OF MORRIS VS. COUNTY OF HURON.

Action tried before Meredith, C. J., without a jury at Goderich, to recover 40 per cent. of the amount expended by the plaintiffs in the maintenance of certain of their bridges, founded upon an award. Judgment for plaintiffs with costs for 40 per cent. of the expenditure made by them for the maintenance of the bridges mentioned in the award before the 1st September, 1894. If the parties cannot agree as to the amount, there will be a reference to ascertain it.

HAGGERT VS. TOWN OF BRAMPTON.

Judgment in the Divisional Court at Toronto, on appeal by plaintiff, the liquidator of the Haggert Brothers Manufacturing Co., from the judgment of MacMahon, J., in favor of defendants in an action of detinue or trover for certain machinery and plant claimed by plaintiff as chattels of the company, but claimed by defendants, the corporation of the town, as part of the freehold of the premises known as the Haggert foundry, in the town of Brampton, which passed to the corporation under a mortgage. The corporation sold some of the articles in question to the defendants Blain and McMurchy. Judgment for plaintiff for delivery of chattels unattached to building, other than patterns, without costs. As to patterns, new trial ordered or reference to Master, as parties may elect, reserving costs in case of reference. In other respects judgment of MacMahon, J., affirmed.

HOPKINS VS. TROTTER AND OWEN SOUND.

Judgment has been given in the action taken by Miss Hopkins to recover from the town of Owen Sound and Mr. Richard Trotter damages for injuries received by that lady through a defective approach to the premises of Mr. Trotter. The action was tried by Mr. Justice Ferguson at the last assizes here, and a verdict was found in favor of the plaintiff for $200, the judge reserving for decision the legal point whether the defendant Trotter owed a duty in law to the plaintiff. Notice to the corporation not having been given in time by the plaintiff the town of Owen Sound was released. The legal point raised had not previously been decided in the courts and is an important decision. It is now settled that a property holder having an approach to his premises for his own benefit is liable to the general public to keep such approach in repair apart altogether from any liability there may be on the part of the municipal corporation. Judgment was given for $200 with costs. *Times.*

NEWSOME VS. OXFORD.

The finance committee of the Oxford county council have decided not to appeal from the decision in Newsome v. Oxford, published in THE WORLD for October. The verdict was thought to be unjust, but the committee as a whole favored a settlement without incurring the further expense consequent upon an appeal. The basis of settlement which seemed to meet the approbation of the committee and which will in all probability be effected is that the county officials accept a lump sum annually in lieu of all cost and then purchase their own stationery.

A Campaign Trick.

The following story is told by Edward J. McDermott in an article entitled "Fun on the Stump," in the October number of *The Century.*

A few years ago a plain country doctor and a Mr. May, who was fond of jewelery, and wore a valuable diamond stud in his shirt-bosom, were running for the legislature in one of our counties. The race was close and hot. At one speaking the doctor made the following fierce and and dangerous thrust at his opponent: "Fellow-citizens, don't you want an honest man in the legislature? Of course you do. Now, what sort of man is my opponent? Why, gentlemen, look at that magnificent diamond he wears! It is almost as big and bright as the headlight on a locomotive. Your eyes can hardly stand its glare. It is worth hundreds—may be thousands—of dollars. At what valuation do you suppose he has put it for taxation in his return to the state assessor? Why, at the pitiful sum of $20!" The crowd yelled for the doctor. Three days later the two met again in joint debate. Again the doctor took up his telling theme, and held forth eloquently and passionately in denunciation of dishonesty, and diamonds, and false assessments, and then he again told of May's false return to the assessor. "Look at that gorgeous pin, gentlemen! My eyes can hardly endure its dazzling rays. Solomon in all his glory—"

"Hold on there, doctor!" said May. "Do you mean to say that this pin is worth more than twenty dollars?"

"Yes, I do—twenty times or fifty times twenty dollars!"

"Would you give twenty dollars for it, doctor?"

"Of course I would."

"Well, you can have it for that."

"All right," said the doctor, and he hurriedly counted out the money and took the pin. Then May rose to speak, and the crowd cheered him. He was undoubtedly "game" and honest. He was willing to take what he said the pin was worth. He was elected. A week after the election he called on the doctor and said, "Doctor, I don't want to rob you of your money. Here's your twenty dollars. That pin you bought was paste. I got it in Louisville after your first speech. Here is my real diamond. If I can ever serve you, let me know."

Law and legislation are not, or should not be, artificial things. The law of a growing national or municipal organism is begotten of its own requirements and adapted to the stage of evolution reached, to be set aside when that stage is passed. The cradle and the bib may be articles of necessity to the infant, but they are most decidely "*articles de luxe*" for the adult.

When the market price of a vote is $2.50, what is the value of citizenship and how high does manhood come?