The Court refused to quash the by-law, for the affidavits only denied notice of intention to divide the section or pass the by-law, not of the application; the Council had acted upon reasonable assurance that all parties had notice of such application, which no inhabitant of the section had denied knowledge of; and the objections being technical should have been taken promptly, without allowing a term to elapse.—*Taylor and the Township of West Williams*, 30 U.C.Q.B. 337.

School Trustees—Alteration of Sections—Mandamus to levy Rates.—The plaintiff recovered a judgment in March, 1858, against the school trustees for a debt due to him for building a school-house for the section, and made several unsuccessful attempts to obtain payment of it from the trustees and their successors in office. The trustees always refused to levy a rate, or to pay the judgment. To an application for a *mandamus* to compel the trustees to levy a rate for payment of the judgment,

Held, no answer that since the recovery of the judgment two alterations had been made upon the limits of the section, and that many changes had taken place among the ratepayers originally liable; or that the merits of the claim upon which the judgment was founded were capable of being impeached.

Johnston v. *The School Trustees of Harwich*, 30 U. C. R. 264, distinguished.—*Scott* v. *School Trusees of Burgess and Bathurst*, 21 U. C. C. P. 398.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Mortgaged Chattels—Removal by Stranger—C.S. U. C. ch. 45, s. 9.—Goods covered by chattel mortgage were removed from the County, either on an alleged sale by mortgagor, or against his will, or stolen from him, and were sold in another County to the defendant, mortgagor being, at all events, no party to the removal. Just over two months from removal, mortgagee, on hearing where they were, went and demanded them from defendant:

Held, that such a removal was not within the statute, requiring a copy to be filed within two months of the permanent removal of the goods from the County.

The mortgagor had agreed to deliver lumber to plaintiff, at specified prices, up to September, 1870, which plaintiff was only bound to pay for as delivered, and not to make advances; but at the date of the mortgage plaintiff had advanced about $250 beyond the value of the lumber delivered, and to assist him still further he advanced $450 more, on his agreeing to execute the mortgage to secure both amounts, which were to be repaid by lumber or money in two months, the security covering the goods in dispute as well as the lumber.

Held, that the mortgage was an independent contract, an advance of money to be repaid at an earlier date than that named for the delivery of the lumber, that it was not invalid, as not shewing the true dealing between the parties, and that the affidavit, which was in the common form, was sufficient.—*Clarke* v. *Bates*, 21 U. C. C. P. 348.

Sufficiency of Affidavit under 17 & 18 Vic. c. 36.—A bill of sale was attested by one T. S., described as "clerk to W. F.;" the affidavit required by the Bills of Sale Act was made by T. S., described as a "gentleman."

Held, that the affidavit was insufficient and the bill of sale therefore void as against an execution creditor.—*Brodrick and another* v. *Scale*, 19 W. R. 386.

Will—Construction—Gift of "All the rest."—Gift of "all the rest," following a list of bequests of sums of money.

Held, to pass real estate.—*Attree* v. *Attree*, 19 W. R. 464, Feb. 9, 1871.

Newspapers—Publication of Proceedings—Contempt.—Where proprietors of newspapers publish an account of and comments on pending proceedings, they are guilty of contempt of Court; but a motion to commit them at the instance of a party to the suit, when it can be proved that in one case he had supplied the materials with a view to an article being written, and, in the other, that every reparation possible had been made, will be refused.—*Vernon* v. *Vernon*, 19 W. R. Chy. 404.

Bankers—Deposit of Check—Dishonor.—The plaintiff having a banking account with defendant's agency at St. Catharines, deposited with them on Saturday morning, about 11.30, a cheque of one C. on another bank, in the same place, for $350, payable to the plaintiff or bearer, and not endorsed. The sum was credited in the plaintiff's pass book as cash, and the cheque stamped with a stamp used by defendants as "The property of the Quebec Bank, St. Catharines." On Monday morning it was presented for payment and dishonoured; but it would have been paid if presented on Saturday before the