have misreported the case. In most instances we believe the fault of the reporter would turn out to be this; not that he inaccurateley recorded what fell from the lips of the judge, but that he has given permanence and publicity to loose and ill-considered observations that were never meant to be so embalmed, and that he has not, before committing them to print, ascertained that they were not in conflict with the known law. In the present case, however, the *dictum* of Lawrence, J., occurs in the course of his judgement, and it is certain ly a fair criticism on Mr. Taunton that his marginal note is not borne out by his report. *Gwillim* v. *Stone* was decided in 1811, and four years later the Court of King's Bench, in *Temple* v. *Brown*, 6 Taunt. 60, expressly left undecided "the momentous question" whether there is an implied stipulation for title in an agreement for a lease, thereby cleary showing that *Gwillim* v. *Stone* was not considered to have decided the point. The passages cited by Mr. Justice Willes from Sugden's Vendors and Purchasers, are not to be found in the recent and more compendious editions of that work, but are taken from the 11th ed. vol. 1, pp. 488, *et. seq.* They show clearly that in the opinion of Lord St. Leonards a contract to sell a lease and a contract to grant a lease are on the same footing, and that *Souter* v. *Drake* established that in the former case there was a stipulation for title. Mr. Justice Willes intimated that if the point had not been involved in previous authorities, the Court (himself and Keating, J.) would have taken time to consider its judgment; the word "involved" was well chosen, for though it cannot be said that the present establishes any really new point of law, it does disentangle a point of constant occurrence and of great importance, and places it on a clear and intelligible footing.—*Solicitors' Journal.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

COUNTIES OF YORK AND PEEL—SEPARATION—JURY.—By proclamation published on the 15th Dec., 1866, the County of Peel was separated from York from and after the first of January, 1867. On the 23rd of November preceding, the usual precept had been sent to the Sheriff of the United Counties for the Winter Assizes of York, to be held on the 10th January, 1867, and the Sheriff returned his panel to that precept, containing 54 jurors from York and 30 from Peel. Only those from York however attended, and the prisoner was tried by a jury *de medietate*, including six of these jurors, upon an indictment found and pleaded to at the previous Assizes in October. On motion for a new trial, or *venire de novo*, because the precept and panel should have been for York only, not for the United Counties—

Held, per *Draper*, C. J., that the objection, if available at all, must be taken by writ of error.

Per *Hagarty*, J., no objection would lie.—*Regina* v. *Kennedy*, 26 U. C. Q. B.

NEGLIGENCE — LIABILITY OF CONTRACTOR OR MUNICIPALITY.—A contractor under the Metropolitan Board of Works constructed a sewer under a road which he reinstated. A hole was subsequently caused by natural subsidence, by means of which the plaintiff's horse was injured.

Held, that the liability of the contractor ceased when he had properly reinstated the land, and that the Metropolitan Local Management Acts did not extend that liability.—*Hyams* v. *Webster*, 15 W. R. 619.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

PRODUCTION OF DOCUMENTS.—Letters written to the defendants by a stranger to the suit, and marked "private and confidential," were in the possession of the defendants, who did not deny that they were material to the matters in issue in the suit, but objected to produce them, because the writer of the letters would not consent to their production.

Held, that the letters must be produced to the plaintiff, but that he must undertake not to use the information contained in them for any collateral purpose.—*Hopkinson* v. *Lord Burghleigh*, 15 W. R. 543.

SPECIFIC PERFORMANCE—DOUBTFUL TITLE.—The Court will not enforce specific performance of a contract for sale against a purchaser, where a question of title has to be determined, upon which the Court is not clearly in favour of the vendor.—*Burnell* v. *Firth*, 15 W. R. 546.

EVIDENCE—DECLARATIONS OF DECEASED PERSONS.—The rule as to receiving the declarations of deceased persons in questions of pedigree is that such declarations are admissible, if emanating from a deceased member of the family whose pedigree is in question, before any controversy has arisen touching the matter to which the declarations relate, and if the relationship of the declarant to the family be proved independently of the declaration itself.

This rule applies to the Court of Probate equally with Courts of Common Law.