

STATISTICS.

We were, some time ago, in common with other Editors of newspapers and periodicals in Ontario, requested to call the attention of our readers to the requirements of the Acts, 1868-'9, cap. 30, and 1869, cap. 22, respecting the registration of Births, Marriages and Deaths in Ontario. Probably, however, our delay herein has not been prejudicial to the cause so strongly advocated by the Registrar-General for Ontario in his circular, as the class of readers that we reach has sufficient intelligence to be fully alive to the importance of having a complete and accurate record of every birth, marriage and death occurring throughout the Province. In fact lawyers and public officials, more than others, necessarily see from actual experience of every-day business, the trouble and difficulty frequently arising from the want of authentic information on these subjects. In a variety of ways this information is required, and can only be obtained with much trouble and expense, and often without that certitude which alone makes it of value. Whilst urging the importance of a faithful compliance with the provisions of the statutes for the numerous purposes for which these statistics may be useful, it does not appear that the returns are to be looked upon as legal evidence, nor would it be proper that they should be at least without sufficient safeguards to prevent mistakes or frauds. At the same time, these returns will often be used for purposes where something less than legal evidence will suffice.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

GUARANTEE.—The defendant gave to the plaintiff, a cattle dealer, this guarantee: "50*l.* I, J. M., of, &c., will be answerable for 50*l.* sterling that W. Y., of, &c., butcher, may buy of Mr. J. H., of, &c." It appeared from the circumstances under which the guarantee was given, that the parties contemplated a continuing supply of stock to W. Y. in his trade as a butcher. *Held*, a continuing guarantee to the extent of 50*l.*—*Heffield v. Meadows*, L. R. 4 C. P. 595.

The following: "In consideration of the Union Bank agreeing to advance and advancing to R. & Co. any sum or sums of money they may require during the next eighteen months, not exceeding in the whole 1000*l.*, we hereby jointly

and severally guarantee the payment of any such sum as may be owing to the bank at the expiration of the said period of eighteen months;" is a continuing guarantee.—*Laurie v. Scholefield*, L. R. 4 C. P. 622.

CHEQUE.—If there are not effects in a bank on which a cheque is drawn sufficient for its payment when presented, and it is presented at the time when the drawer has reason to expect it will be, and he has no ground to expect that it will be paid, he is not entitled to notice of dishonor; although at the time of drawing it, but before the agreed time of presentment, there were sufficient effects.—*Carew v. Duckworth*, L. R. 4 Ex. 313.

FIXTURES.—A lessee of rolling mills made an equitable mortgage of the same, and afterwards became bankrupt. On a case stated between the mortgagees and the assignees, *held*, (1) That duplicate iron rods, which had been fitted to the machine and used, were fixtures, and passed to the mortgagees; (2) so were straightening plates embedded in the floor; (3) but rolls which yet had not been fitted to the machine; and (4) weighing machine, which were placed in bricked holes, the weighing plate being level with the ground, but which were not fixed to the brickwork, were not fixtures, and passed to the assignees.—*In re Richards*, L. R. 4 Ch. 630.

A steam-engine and boiler, annexed to the freehold for the more convenient use of them, and not to improve the inheritance, and capable of being removed without any appreciable damage to the freehold, pass under a mortgage of the freehold (Exch. Ch.)—*Climie v. Wood*, L. R. 4 Ex. 328; s. c. L. R. 8 Ex. 257; 3 Am. L. Rev. 271.

RITUALISTIC PRACTICES—CHURCH OF ENGLAND
—**COMMUNION SERVICE—"KNEELING."**—A clerk in holy orders having been admonished not to kneel during the prayer of consecration in the communion service, and it having been afterwards his practice to bend one knee in sign of reverence at certain parts of the prayer, in such a manner that occasionally his knee momentarily touched the ground, though without any intention on his part that it should touch the ground, and the genuflexion being such that the congregation could not distinguish whether his knee touched the ground or not.

Held, that there was a disobedience of the monition, there having been a literal non-compliance, or, if a literal compliance, such an evasive compliance as must be treated as a non-compliance.—*Martin v. Mackonochie*, 18 W. R. 217.