second year's rent did not become due until the end of the year, *i. e.*, 1st March, 1868. *Semble*, that otherwise the rent was sufficiently certain to warrant a distress, and that such distress might be sold.

Wilson, J., dissented, on the ground that the rent, being payable in kind, was due when the respective crops were ready for delivery.—*Nowery* v. *Connolly et al*, 29 U. C. Q. B. 39

Replevin—Statement of Locality—Pleading—C. S. U. C. ch. 29.—Defendants took timber made by the plaintiff on land of which he was in possession, and the plaintiff replevied. The declaration alleged the timber to have been taken from lot 12, and the defendants pleaded *non ceperunt*, and that the timber was theirs. At the trial, defendants having given evidence that the timber was not cut on lot 12, but on 13, claimed a verdict without shewing any title to 13, or that they were authorized to seize the timber there; but the learned judge ruled that the plaintiff, having proved possession of the timber, was entitled to recover.

Semble, that the ruling was right, for though in England the place of taking must be stated in replevin, and is material, it is different under our Replevin Act when the action is not founded on a wrongful distress.

A new trial was refused, the ruling of the learned judge at the trial not having been objected to, or his attention called to the distinction between replevin and trespass under the plea.

Wilson, J., dissented, on the ground that the locality, having been alleged in the declaration, was material, and the plaintiff was bound to prove it.—*Fitzpatrick* v. *Casselman et al.*, 29 U. C. Q. B. 5.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

Selling Liquor without License—Application for Certiorari—Proof—Form of *Rule Nisi*.—On an application for a *certiorari* to remove a conviction of one J. B. for selling liquor without license.—

Held, 1. That the rule *nisi* was properly entitled "In the matter of J. B.;" and that it need not state into which court the conviction was to be removed, for that this was sufficiently shewn by the entitling it in the court in which the motion was made

2. That on such a charge it was for the defendant to shew his license, not for the informant to negative its existence. The *certiorari* was therefore refused.—*In the matter of John Barrett*, 28 U. C. Q. B., 559.

School Trustees—Loan to—Personal Liability—Change of School Site—C. S. U. C. ch. 64, sec. 30.—Two of the trustees of a school section, wishing to change the school site, called a meeting of the freeholders and householders, who rejected the proposal. The two trustees thereupon chose an arbitrator, assuming to act under sec. 30, Consol. Stat. U. C. ch. 64, but none was chosen by the freeholders and householders, and under the advice of the deputy superintendent the trustees called another meeting, at which a motion to appoint such arbitrator was rejected. The trustees' arbitrator and the local superintendent thereupon made an award changing the site. A special meeting was then called to consider how the money should be raised to carry out the change, at which the conduct of the trustees and the change were strongly disapproved of. The two trustees thereupon petitioned the township council, stating that the rate-payers were desirous of purchasing a new site, and asking for a loan of $400 "for which the trustees will bind themselves to pay the interest annually, and the principal when due." This was granted, and secured by two instruments, as follows:—

"We, the undersigned, Trustees of School Section No. 11, do hereby promise to pay the treasurer of the Corporation of Toronto Township, on,' &c

(Signed) M., D., } Trustees"

with the corporate seal affixed. The money was expended for the purpose mentioned. The township corporation having sued the two trustees individually on these notes, and on the common counts:

Held, that they could not recover on the notes, for, 1. They were payable to the treasurer, not to the plaintiffs, and were not negotiable; and 2. The defendants were not personally liable upon them.

Held, also, *Wilson, J.*, dissenting, that defendants were not liable upon the common counts either, for the intention of all parties plainly was that the trustees as a corporation should be bound, not the defendants personally; and there being no fraud or concealment on their part, the fact that they as a corporation had no authority to borrow, nor the plaintiffs to lend, could not, under the circumstances, make them personally liable.

Semble, per Richards, C.J. that under sec. 30, the difference of opinion as to the change of site