insolvent under the Insolvent Act of 1875, and the assignee took proceedings to impeach the transaction, the result of which was, that it was declared fraudulent and void as against the assignee, who thereupon advertised the property for sale, and sold it as part of the estate of F. to the defendants. Pending these proceedings the plaintiff had obtained execution on a judgment against F.'s wife, on promissory notes made by her and F., under which the sheriff, after the sale by the assignee, sold all her right, title, and interest in the same property to the plaintiff. The plaintiff proved his claim on the notes and received a dividend in the insolvency proceedings against F.:—Held, (1) reversing 3 O. R. 523, that he was not estopped by the receipt of the dividend nor by the decree obtained in the suit of the assignee (to which he had not been made a party) from asserting that the property belonged to F.'s wife and was exigible under his execution against her; but (2) that the conveyance to her being in fact shewn to be fraudulent and void against the assignee in insolvency, the plaintiff had acquired no title by the sheriff's sale to himself under the execution, and that the title of the defendants who were in possession under the assignee could not be impeached by the plaintiff. Miller v. Hamlin, 2 O. R. 103, as to the effect of the receipt of a dividend, distinguished. *Beemer* v. *Oliver*, 10 A. R. 656.

Justice of the Peace—*Return of Conviction.*]—In an action against a justice of the peace for a penalty for not returning a conviction to the quarter sessions:—Held, that the defendant having actually convicted and imposed a fine, could not except to the declaration, on the ground that it did not shew that he had jurisdiction to convict. *Bagley q. t.* v. *Curtis*, 15 C. P. 366.

Landlord — *Abandoning Distress—Bond to Execution Creditor.*]—The fact of a landlord having joined in a bond that the goods distrained should be forthcoming to be sold upon a fi. fa., will not prejudice his claim for rent, nor will his having distrained as landlord, and afterwards having abandoned the distress, nor even his bidding at the sale of the goods. *Brown* v. *Ruttan*, 7 U. C. R. 97.

Law Society — *Maintenance of Osgoode Hall.*]—Held, affirming 20 C. P. 490, that the Law Society were not released, under the facts and circumstances there set forth, from their covenant to repair and maintain the building known as "Osgoode Hall" for the accommodation of the superior courts of common law and equity; and that no estoppel arose in favour of the society against the Crown in consequence of the several Acts of the legislature that had been passed in relation thereto. *Regina* v. *Law Society*, 21 C. P. 229.

Lease.]—A tenant was held to be estopped from asserting that his possession of the land of which he was tenant, and his user of the way which was enjoyed in connection with it, were other than a possession and user by him as tenant. *Re Cockburn*, 27 O. R. 450.

Malicious Prosecution—*Informant Disputing Magistrate's Jurisdiction.*]—In a case for malicious prosecution before a magistrate:—Held, that defendant, by having caused the application to the magistrate as such, was not precluded from objecting that he had no jurisdiction, there being nothing to shew that defendant did not really believe him to have authority. *Hunt* v. *McArthur*, 24 U. C. R. 254.

Mandamus—*Demand.*]—Though the demand proved, on an application for a mandamus, was not in form sufficient, the defendants having resisted the application on other grounds, effect was not given to the objection. *Re Board of Education and Corporation of Perth*, 39 U. C. R. 34.

Married Woman—*Breach of Trust.*]—Quære, whether a married woman consenting to a breach of trust can afterwards complain of it; and, semble, if she make a representation and encourage another to act upon it, she will be compelled to make it good. *Hope* v. *Beard*, 8 Gr. 380.

Misnomer.]—Where a party, by his own conduct and admission, has justified the calling him by a wrong name, he cannot object to the use of such name as a misnomer. *Browne* v. *Smith*, 1 P. R. 347.

Nuisance.]—Held, that a person having come to live within the scope of a nuisance after the same had been created, did not prevent his complaining of it as a public nuisance. *Regina* v. *Brewster*, 8 C. P. 208.

In 1861, while defendant was building a tannery on land adjoining the plaintiff's, the plaintiff encouraged defendant to proceed. The business was commenced the same year; in 1863 additions were made to the buildings with the plaintiff's knowledge and acquiescence; and the plaintiff made no complaint until 1868, though all this time the business had been carried on, and the plaintiff had resided on the premises adjoining:—Held, that he had debarred himself from relief in equity, on the ground of the tannery being a nuisance. *Heenan* v. *Dewar*, 17 Gr. 638; 18 Gr. 438.

Partnership — *Creditor's Knowledge.*]—When a person, not in fact a partner, authorizes his name to be used in the firm name of a partnership there is a holding out of himself as a partner to any one who knows or has reason to believe that this represents the name of the person so authorizing its use, but a partnership by estoppel or by holding out will not be created if the real position of affairs is known to the creditor. Judgment below, 21 O. R. 683, reversed in part. *McLean* v. *Clark*, 20 A. R. 660.

Partnership.]—The defendant set up that the plaintiffs had elected to treat other members of his firm as their sole debtor, by reason of their having proved their claim with and purchased the assets of the partnership from the assignee thereof under an assignment for the benefit of creditors, in which it was recited that the other was the only person composing the firm; and that the defendant had relied and acted upon their conduct and election, and they were therefore estopped from suing him as a partner:—Held, that, even if there was evidence that the defendant had acted in any way by reason of the plaintiffs' action, no estoppel arose, because the plaintiffs did nothing shewing an election not to look to him, and he had no right to assume an election from what they did, nor to act as if such an election had been made. *Ray* v. *Ibister*, 24 O. R. 497.

See this case in appeal, on another point, 22 A. R. 12, 26 S. C. R. 79.