there is hardly a conceivable form of business, that a solicitor may not be called on to supervise or undertake on behalf of his client.—*Solicitor's Journal.*

## MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

### NOTES OF NEW DECISIONS AND LEADING CASES.

JUSTICE OF THE PEACE—QUALIFICATION—Con. Stat. C. ch. 100, sec. 3, prescribing the qualification of Justices of the Peace, does not require them to have a legal estate in the property; it is sufficient if the land, though mortgaged in fee, exceeds by $1200 the amount of the mortgage money.—*Fraser* qui tam v. *McKenzie*, 27 U. C. Q. B. 255.

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INSOLVENCY—DEED OF COMPOSITION.—A deed of composition and discharge under sec. 8, sub-sec. 4, of the Insolvent Act of 1864, purporting to be between the insolvents of the first part, and a majority of the creditors, of $100 and upwards, of the second part, was *Held* invalid, because not executed by the insolvents.

Such a deed to be operative must provide for the separate creditors of each partner as well as those of the firm.

A purchase of goods by persons unable to pay their debts in full, is not fraudulent within sec. 8, unless such inability is concealed from the creditor with intent to defraud him.—*In the Matter of Garratt & Co., Insolvents*, 27 U. C. Q. B., 266.

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COMMON SCHOOLS — ARBITRATION—CONTRACT WITH TEACHER NOT UNDER SEAL—C. S. U. C. CH. 64, 23 VIC. CH. 49, SEC. 12—PLEADING.—*Held*, on demurrer to the avowry and cognizance set out below, that there is no right to arbitrate under the Common School Acts (C. S. U. C. ch. 64), unless the contract of service is entered into by the trustees with the employee in their corporate capacity, and evidenced by their corporate seal; and unless the contract has been so entered into, the person discharging the duties of teacher has no legal *status* as such.—*Birmingham* v. *Hungerford*, 19 U. C. C. P. 411.

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MUNICIPAL ELECTION—IMPROPER CONDUCT OF RETURNING OFFICER—ELECTION BY ACCLAMATION.—At a meeting called to receive nominations for municipal councillors, one party, as they alleged, made their nominations at twelve o'clock, or a few moments after, in the presence of only two or three persons, and without any effort on the part of the returning officer to call in the people outside the place of meeting. The returning officer did not enter the names of the candidates in his book, and gave evasive answers to some of the other party who came in afterwards, as to whether any nominations had been made or not, and led some of the electors present to think that there was an hour so to make nominations, when in fact there was less than half that time. At one o'clock the returning officer, without making any preliminary statement that certain persons had been nominated, and without asking whether there were any other candidates to be nominated, declared that the persons nominated at the opening of the meeting were duly elected by acclamation. The other side, who were waiting as they alleged, to make their nominations after the other party, under the impression that no nominations had as yet been made, protested against this, and desired to nominate the opposition candidates, (of whom the relator was one,) which the returning officer, however, refused to receive as being too late.

*Held*, 1. That the election must be set aside, and a new election ordered.

2. That the relator was a candidate and voter within the meaning of sec. 108 of the Municipal act, although he had not been nominated or voted, for the returning officer could not by his illegal acts divest him of his rights in that respect.

3. That the names of the candidates should have been submitted to the meeting *seriatim* after the hour had elapsed, and an opportunity given to the electors present to express their assent or dissent, without which there could not be said to have been an election by acclamation.

4. That the returning officer had acted improperly and contrary to the spirit of the law, and was therefore ordered to pay the costs.—*Reg. ex rel. Corbett* v. *Jull*, 5 Prac. Rep. 41.

## SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

### NOTES OF NEW DECISIONS AND LEADING CASES.

MORTGAGE—ABSENCE OF COVENANT TO PAY—LIABILITY.—Where the mortgage contains only a proviso for making it void on payment of the mortgage money, and a proviso to sell and eject on default, but no covenant to pay, no liability to pay is created by mere proof of the mortgage; there must be evidence given of a loan or debt.

A mere promise to pay such money in consideration of forbearance to sue would not be binding, though if in consideration of forbearing to sell or eject it would be: