appeared in this case that the damage complained of by the plaintiff might be avoided by certain alterations of the Company's works, suggested by an eminent engineer to whom the matter was referred by the Court, and it being stated on behalf of the Company that these alterations would have been made by the Company if suggested before suit; the Court decreed the making thereof agreeably to the engineer's report.—*Moore* v. *The Grand River Navigation Company*, 13 Chan. Rep. 560.

Liability of Innkeeper.—Where a traveller entered a tavern and placed his valise within the bar, after asking leave of the landlord (defendant), to place it there, and went away without returning to lodge in the house, and, on his return, next day, the valise was missing, without any bad faith on the part of the defendant or his servants:—

Held, that no action lay against the landlord for the loss, and that the delivery was a *dépot volontaire*.—*Holmes* v. *Moore*, L C. Rep. 143. (30th March, 1867.)

Construction of Deed—Boundaries.—In an action *en bornage* to ascertain the boundary line between the contiguous properties of the plaintiff and defendant, which property, formerly one lot, and described as containing between 140 or 150 acres, was afterwards sold in two lots: the plaintiff's, the eastern portion, being described in the deeds as containing "90 acres, more or less:" the defendant's, the western portion, "about fifty acres," but the descriptions in the deeds not agreeing as to the way the line of boundary was to run.

Held, on appeal from the Courts of Lower Canada: 1. That those Courts were wrong in their construction of the deeds and evidence as to the boundaries, the rule being that, if in a deed conveying land the description of the land intended to be conveyed is couched in such ambiguous terms that it is very doubtful what were intended to be the boundaries of the land, and the language of the description equally admits of two different constructions, the one making the quantity conveyed agree with the quantity mentioned in the deed, and the other making the quantity altogether different the former construction must prevail.

2. That the case differed from a conveyance of a certain ascertained piece of land accurately described by its boundaries on all sides, with a statement that it contained so many acres, "or thereabouts," when, if the quantity was inaccurately stated, it did not affect the transaction.—*Herrick* v. *Sixby*, L. C. Rep. 146. (Privy Council, March 8, 1867.)

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

Insolvent Act—Discharge of Insolvent—Fraud.—Where a person in business finds himself unable to pay twenty shillings in the pound, it may or may not be his duty to discontinue his trade, according to circumstances; continuing his business may be a fraud, but is not necessarily so.

A trader, after discovering that his affairs were not in a position to pay twenty shillings in the pound, continued his business, in the hope, which was not shewn to have been absurd or unreasonable to pay all his debts in full and meet all his engagements; and in the course of the business so continued contracted some new debts; but he was unsuccessful, and after a time found it necessary to make an assignment under the Insolvent Act:

Held, that he was not thereby disentitled to his discharge.

On an application for an order of discharge, the insolvent is entitled to read his examination, though taken at the instance of a friendly creditor; and the only question is as the weight to be attached to it.—*Re Robert Holt and John Gray*, 13 Chan. Rep. 560.

Assessment—County Rate.—Where a bill to restrain proceedings for collecting the township assessment of the year, on the ground of objections of form and because of an overcharged assessment of small amount, was filed after it was too late to apply at law to quash the by-law complained of, the Court, under the circumstances, affirmed on re-hearing a decree dismissing the bill with costs.

Quære, whether the township council is at liberty to provide for abatements and losses which may occur in the collection of the county rate in respect of personal property.—*Grier* v. *St. Vincent*, 13 Chan. Rep. 560.