that the plaintiffs could not maintain ejectment, but must seek for compensation under "The Railway Act."

A description of land in a deed, after running to a point two chains from a line with the east side of the Port Colborne Guard Lock, proceeded "thence south half a degree east 25 chains, more or less, always at a distance of two chains from a line with the east side of said Guard Lock, to the northern limit of said lot 27," thence, &c. The course should have been north instead of south, and the effect of it as written was to go away from the northern limit of the lot and exclude the land in question. *Held*, that the course might be rejected, and a line two chains from the east side of the lock be adopted as the course to be taken in order to reach the northern limit of the lot.—*The Corporation of the County of Welland* v. *The Buffalo and Lake Huron Railway Co.*, 30 U. C. Q. B. 147.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

Bankruptcy.—H. being about to enter the service of a gas company, G. agreed with him to indemnify the company, and H. agreed that, if G. should receive notice of any default under the guarantee, it should be lawful for G. to take possession of any goods, &c., of H.; and in case G. should be called upon to make any payment under the guarantee, it should be lawful for G. to sell the goods, &c., at discretion. The event provided for in the contract happened, and G. took possession of the goods of H., who had in the meanwhile committed an act of bankruptcy, of which G. had no notice. The 12 & 13 Vic. cap. 106, sec. 133, enacts that "all contracts, dealings and transactions" made with the bankrupt *bonâ fide* before the date of the *fiat* or filing of a petition for adjudication, shall be valid, notwithstanding any prior act of bankruptcy committed without notice to the person dealing with the bankrupt. *Held*, that what was done was a "transaction" protected by the statute.—*Krehl* v. *Great Central Gas Co.*, L. R. 5 Ex. 289.

Intruding Officer—Liability of, for Fees of Office.—*Held*, that the legal right to an office confers the right to receive and appropriate the fees and emoluments legally incident to the place.

That where a person has usurped a place belonging to another, and received the accustomed fees of the office, an action for money had and received will be sustained at the suit of the person entitled to the office against the intruder.

That an officer's commission is evidence of the title, but not the title; that the title is conferred by the people, but the evidence of the right by the law.

That the appellee having received his commission as sheriff without a resort to fraud, he should be required to account only for the fees and emoluments of the office received by him after deducting the reasonable expenses incurred therein, and that if he had intruded without pretence of legal right, then a different rule should be applied.

That he should be charged from the time of entering upon the duties of the office, and not from the time the justices of the circuit court found him not entitled to the office.

That this being an equitable action, it should be governed in this respect by the same rules that would have obtained, had this been a bill for an account instead of an action for money had and received.—*Mayfield* v. *Moore*, S. C. Ill., —*Chicago Legal News*.

Burden of Proof.—Refreshments for Travellers.—C., a licensed victualler, was charged under 11 & 12 Vic. cap. 49, sec. 1, with unlawfully opening his house for the sale of wine and beer, during prohibited hours on Sunday, otherwise than as refreshment for travellers His hotel adjoined a railway station; eight men were seen there, six of them having a glass of beer each, and two a glass of sherry each; four of them were strangers, and four were residents of the town. A train stopped at the station in a few minutes and seven of the men went by it, and one returned to the town, having come to see a son off by the train. There was a notice in the room that refreshments were supplied, during prohibited hours, only to travellers, and C. had given directions to the waiter not to give out refreshments without first asking the parties whether they were going by the train; but the waiter had failed to ask two of the men the question. *Held*, that the burden of proof was upon the informer, and there was no evidence that C. knew that any of the men were not travellers, nor evidence of an intention to break the law.—*Copley* v. *Burton*, L. R. 5 C. P. 489.

Statute.—1. The 6 & 7. Wm. IV. cap. 37, enacts that bread shall be sold by weight, and in case any baker "shall sell or cause to be sold bread in any other manner than by weight," such baker shall pay a fine. H. was a baker, and in making a 3½ lb. loaf, used to put 4 lbs. of dough into the oven, but did not weigh it after baking. Six of such loaves sold by him, were found to weigh on an average not more than 3½ lbs. each. Upon these facts he was convicted. *Held*, tha