CLERK OF THE PEACE—1 WILL. & MARY, c. 21, s. 6—MISDEMEANOUR — DECISION BY COURT OF COMPETENT JURISDICTION — INTERESTED PARTIES —COSTS INCURRED ON BEHALF OF COUNTY.—The plaintiff, who had been clerk of the peace in the county of Kent, England, refused to record certain proceedings which he was ordered to record by the Court of General Sessions. The matter was referred by that Court to a certain number of the justices, who formed the "Finance Committee." At their instigation certain charges were preferred against the plaintiff under 1 Will. & Mary, c. 21, s. 6. These charges were heard by the Court of General Sessions, at which several members of the Finance Committee were present. The Court of General Sessions decided that the charges were proved, and discharged the plaintiff.

Held, that the decision of the Court of General Sessions was conclusive, that being a court of competent jurisdiction, and the proceedings appearing good on the face of them.

Held further, that those justices who directed that the charges should be preferred against the plaintiff were not thereby rendered incompetent to sit in court when the charges were decided; and also that justices who give instructions for legal proceedings to be taken on behalf of the county are not personally liable for the costs thus incurred.—*Wildes* v. *Russell*, 14 W. R. 796.

CRIMINAL LAW — RAPE.—Although rape can only be accomplished by force, and with the utmost reluctance and resistance on the part of the woman, yet no more resistance can be required in any case than her condition will enable her to make; and if she be insensible or unconscious of the nature of the act, or for any reason not a willing participator, the slight degree of physical force necessary to accomplish carnal knowledge is sufficient to constitute the offence.

If the woman's consent is obtained by fraud, the nature of the act is the same as if consent had been extorted by threats or resistance overcome by force.

But where the carnal intercourse is not against the woman's desire, and no circumstance of force or fraud accompanies the act, the crime of rape is not committed, notwithstanding the woman was at the time not mentally competent to exercise an intelligent will.—*The People* v. *Cornwell*, 5 Am. Law Reg. 339.

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28 VIC. CH. 1 — RESTORATION OF PROPERTY SEIZED UNDER.—Under sec. 11 of 28 Vic. ch. 1, for preventing outrages on the frontier, the court can only order restoration of property seized when it appears that the seizure was not authorized by the act; and in this case, on the facts stated below, they refused to interfere, holding that the collector who seized had probable cause for believing that the vessel was intended to be employed in the manner pointed out by the ninth section.—*In re* "*Georgian*," 25 U. C. Q. B. 319.

SURVEY—TOWNSHIP OF SMITH—LOTS FRONTING ON A RIVER—C. S. U. C. CH. 93, SEC. 27.—The three easterly lots only of one concession in a township (Smith, in the county of Peterboro') were bounded in front by a river, and the line had been run in the original survey in front of such concession, up to though not past these lots, but the township itself fronted upon another township.

Held, clearly not a township bounded in front by a river, within the C. S. U. C. ch. 93, sec. 27, so that resort might be had to the posts in the concession in rear to determine the side lines of these three lots.

Quære, whether such a case is provided for by the statute.—*Johnson* v. *Hunter*, 25 U. C. Q. B. 348.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

ACTION AGAINST SHERIFF — DESTRUCTION OF GOODS BY FIRE.—Declaration, against a sheriff for not executing a *fi. fa.*, alleging that there were goods out of which he could have levied the money endorsed, but that he did not levy the same. *Plea*, that before he could by due diligence have levied the moneys the goods were destroyed by fire.

Held, on demurrer, plea bad, for levying includes seizure and sale, and consistently with the plea the goods might have been destroyed in defendant's custody after seizure, in which case he would be liable.—*Ross* v. *Grange*, 25 U. C. Q. B. 396.

BANKS—USURY—NOTE PAYABLE AT ANOTHER PLACE—EVIDENCE.—Under Con. Stats. C. c. 58, if the authorities of a bank being aware that a note would otherwise be made payable where it is offered for discount, procure it to be made payable elsewhere solely for the purpose of obtaining the rate allowed by sec. 5, for the expenses of collection, in addition to the seven per cent. interest, the transaction is usurious and void. They are not called upon, however, to inquire as to the reason for making a note thus payable, when the parties themselves have so chosen to draw it.