

**L. Mandamus to Clerk to furnish copy of By-Law.**

A mandamus to a clerk of a municipality to furnish a copy of a by-law was refused, where it did not appear that the demand was accompanied by an offer of his fee. 12 Vic. c. 81, s. 155.

In re. Township Clerk of Euphrasia. 12 U. C. B. R. Rep. 622, and 1 U. C. L. J. 128.

**Ll. By-Law—Intendment in favor of—Township levying money for County purposes.**

A township by-law was quashed as to so much of it as related to the raising a sum of money to defray the demands of the County Council on the township, and as an equivalent to the government school grant, &c., it not appearing on the face of it that it was directed to the purpose of meeting a deficiency, nor even that there was any, if that would have authorized the by-law.

*Seméte*, however, that a township council has not power to pass a by-law imposing a rate in aid of any county rate. It does not appear necessary that a township by-law should set forth the estimates on which it is founded; and the court will intend that proper estimates have been made in the absence of evidence that they are wanting: nor that the by-law should state that the rates are calculated at so much in the pound on the actual value; and in the absence of any thing to the contrary, the court will intend that the council has followed the direction of the statute.

Dickinson Fletcher v. Municipality of the Township of Euphrasia; White v. The Municipality of Collingwood. 13 U. C. B. R. Rep. 129, and 1 U. C. L. J. 123, 125.

**LII. By-Laws—Rules for construction of—Certainty.** 12 Vic. c. 81, s. 177; 14 & 15 Vict. ch. 109, sec. 4.

In construing a by-law the court will not intend that the municipality are trying to evade compliance with a statute, but will give every reasonable help of construction to bring the by-law within it.

They will also look at the whole by-law to ascertain its meaning, and construe one part with another or other parts, so as if possible to give effect to the whole.

Where a by-law recited that the amount of the whole ratable property of the township, according to the last assessment returns, was £114,756, and that it would require the annual rate of 2½d. c'y. in the pound as a special rate, for payment, &c., and then enacted that a special rate of 2½d. c'y should be levied to pay the principal and interest of the loan to be raised under the by-law, and that the proceeds of such special rate should be applied solely to the payment, &c., until the same be fully paid and satisfied:—

*Held*, That the recital as to the amount of ratable property and the assessment returns was sufficient, and that it sufficiently appeared that the rate was to be levied in each year.

In one part of the by-law the reeve was empowered to issue debentures for such sums as should be from time to time required for the purposes mentioned, but not to exceed in the whole £10,000; in subsequent clauses a special rate was imposed to pay "the said sum of £10,000," and the application of "the said sum of £10,000," was pointed out: and the debentures were directed to be made payable "within twenty years of the time that this by-law shall come into operation":—

*Held*, That the amount of the loan, and the time when the debentures were to be made payable, was stated with sufficient certainty.

In re. Cameron and The Municipality of East Niasouri. 13 U. C. B. R. Rep. 190, and 1 U. C. L. J. 169.

**LIII. By-Law—Rate of Interest.** 16 Vic. ch. 80.

Municipal Corporation cannot by by-law raise money at a rate of interest exceeding six per cent, they not falling within the exception of sec. 4.

Wilson and the Municipal Council of the County of Elgin. 13 U. C. B. R. Rep. 218, and 1 U. C. L. J. 165.

**20 CORRESPONDENCE.**

H. S.—Accept our apologies for the delay in publishing your favour, the Communication was mislaid. We will at all times be happy to hear from you.

O. K.—Many thanks for your letter and papers enclosed. You will see we have made a commencement in this number. Other matters you refer to, we will take up at an early day, probably in the next number. The September number has been forwarded. Could you furnish the names of the Bailiffs also?

T. M.—We have already explained the cause of the delay. We hope to complete Volume I by the first week of January. The numbers of Volume II we will have ready for delivery in the early part of each month.

B. A.—*Grimley v. Arkoud* 1 Ex. 479 1 Cox. & Mac 79 s. c. is the leading case relative to splitting demands on a Tradesman's account.

ONE &c.—We think you are wrong. The case of *Woodcock v. Pritchard*, 17 L. T. Q. B. 16 is in point, in that case it was held, that where the Landlord gave the Bailiff a notice claiming arrears of Rent, the Bailiff rightly distrained implements of trade, &c. in order to satisfy the Rent. Before deciding compare sections 96 and 107 of the English Act 9 & 10 Vic. c. 95, with the like provision in our Division Courts Act.

**THE LAW JOURNAL.**

**OCTOBER, 1855.**

**OUR NEXT VOLUME.**

ALTHOUGH many gentlemen favourable to the publication of a Law Periodical have gratuitously furnished us with "matter," and also materials for practical articles, and although we have been always willing to pay a reasonable sum for essays of practical utility on subjects coming within the scope of the *Law Journal*, we have experienced difficulty at times in producing the liberal amount of original matter which we aimed at laying before our readers; not that we have been deficient in this particular or have failed in carrying out the promises made in our Prospectus—but the difficulty alluded to has in a great measure been the cause of our delaying the issues beyond the appointed periods.

Having traced out for ourselves a widely extended field of usefulness, we have endeavoured to occupy it to the largest extent that could reasonably be expected, and have had the satisfaction of receiving the testimony of very many friends and supporters to the value and utility of the *Law Journal*. We have now established a circulation, and overcome the—perhaps not unreasonable—distrust incident to a new undertaking, the first of the kind in Upper Canada,—a Law Periodical intended not only for the Profession but for suitors, officers of local courts, local authorities and municipal bodies. Under these circumstances its conductors are anxious to give additional value to the *Law Journal* by enlisting the services of competent persons as regular contributors to its pages: at the same time they