If, therefore, as is shown above, one out of every 91,547 is disabled by accident, the Company would receive on these, at ten cents each, $9,154 70, and have to pay $390; and, on a twenty-five cent ticket, would receive $22,886 75, to pay $650.

What can be more clear, therefore, than that any such Insurance Company, properly organized and efficiently conducted, must of necessity be successful; and persons investing ten or twenty-five cents, or more, in this way, to secure a risk upon their lives for $3,000 or $5,000 (although the price paid does not seem commensurate with the amount insured), may be perfectly satisfied that the amount will be promptly met and paid.—*U. S. Insurance Gazette.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

Habeas Corpus.—It appeared on an application for a *habeas corpus* that the information laid before a police magistrate and warrant to apprehend were for an assault and beating, but it was disputed whether upon the examination and trial this was *all* the charge made, or whether he was not then charged with an aggravated assault; and whether, when he pleaded guilty, he did so to the former or the latter charge; numerous contradictory affidavits were filed. Four several warrants of commitment were in the gaoler's hands, upon one at least of which the prisoner was detained in custody. They were all for the same offence, one having been from time to time substituted for the other.

Quære, whether, or how far, or for what purpose affidavits can be received against a conviction or warrant of commitment valid on the face of it.

A judge cannot enquire into the conclusions at which the magistrate arrived if he had jurisdiction over the offence charged and issued a proper warrant upon that charge, but may enquire into what that charge was, or whether there was a charge at all.

Con. Stat. Can., cap. 9, probably applies only to common assaults, &c.

A charge of assaulting and beating is not a *charge* of aggravated assault, and a complaint of the former will not sustain a conviction of the latter, though, when the party is before the magistrate, the charge of aggravated assault may be made in writing and followed by a conviction therefor.

Under doubts as to the law, and on the disputed facts, the prisoner was admitted to bail, pending the application for his discharge, which was to be renewed in Term.—*In the matter of Hugh McKinnon. a Prisoner confined in close custody in the Common Gaol of the County of Wentworth.*—2 U. C. L. J. N.S.

Insolvent Act of 1864.—A disagreement having arisen between the majority in number and the majority in value of the creditors of an insolvent, a motion to adjourn, under sec. 11, sub-sec. 2 of the Insolvent Act of 1864, was opposed by the latter; whereupon application was made to the judge of the County Court to dispose of the matter, who ordered that the majority in number might proceed in Chancery, in the assignee's name, against the majority in value.

Semble, that neither party could legally oppose the adjournment, if it was insisted upon by the other, as it would have the effect of empowering the objecting party to prevent the judge from adjudicating between them, as intended by the act; but that such adjournment should have followed as of course, and upon a similar division of opinion, the judge should have decided between the two sets of resolutions, and might then have directed the assignee to proceed in Chancery, or otherwise contest the claim of those creditors whose debt was disputed. But

Held, that the judge had power to make the order in question, and it was not, therefore, advisable to interfere with it.

The assignee has the sole right to select his own professional adviser, and he cannot be made to change him, except upon reasonable ground.—*In the matter of James Thomas Lamb, an Insolvent*, 17 U. C. C. P. 173.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Colony—Independent Legislature—Bishop — Coercive Jurisdiction. — The Colonial Churches, professing the doctrines and discipline of the Church of England, are not merely in communion with the Church of England, but are part thereof, and the bishops of such Colonial Churches have no independent coercive jurisdiction, but can only enforce their orders by means of the civil tribunals of the colonies.

Colonial bishops appointed by letters patent of the Sovereign, though their authority is limited as above, are yet bishops in every sense of the term.

Position of the colonial Church, and *status* of the colonial bishops, considered.

Specific performance of a contract to pay a salary to a "bishop" in the colonies enforced,