defendant's consent and partly at her expense, which on being broken was replaced by another at the tenant's expense, as also a shaft, crank, fly-wheel, connecting-rod, slides, &c., with a different kind of engine-pump. A new boiler, also, instead of the old one, was put into the premises by the tenant, and was by brick-work attached to the freehold: it was, also, removable. All the additions made by the tenant had been so made for the purposes of his trade, and though attached to the freehold could be removed with little injury thereto, the machinery being admitted by holes made in the walls and the shafting attached to the building. There were, also, certain drying presses, vats and cocks in the building, and all were placed upon a temporary flooring supported on scantling and trestle-work not let into the walls or ground: the partitions of the building were of wood.

Held, that the engine in its entire state belonged to the defendant, as part of the freehold, and was not liable to seizure under execution; but that the temporary floors, scantling, partitions, presses, shafting, other than had been before in the building, vats and cocks, were all trade fixtures, and so liable to seizure under execution.—*Hughes et al.* v. *Towers*, 16 U. C. C. P. 287.

R. W. Co.—Injury by Fire—Limitation—C. S. C. ch. 66, sec. 83.—In an action against a Railway Company for so negligently managing a fire which had begun upon their track that it extended to the plaintiff's land adjoining—*Held*, that "The Railway Act," sec. 83, limiting suits to six months after the damage sustained, did not apply, the injury charged being at common law, by one proprietor of land against another, independent of any user of the railway.—*Prendergast* v. *G. T. R. Co.*, 25 U. C. Q. B. 193.

Act superseding legal remedy.—An act of Assembly which provides a remedy for an injury to private rights does not supersede the existing legal remedy, unless it gives an adequate and effective means of redress.

The Mill-dam Act, in taking away the trial by jury, is unconstitutional.—*Rhines* v. *Raught* (U. S. Rep. *Legal Intelligencer.*)

Statute of Frauds, sec. 17—Contract in writing — Subsequent parol variation. — A subsequent parol variation of a contract in writing for the sale of goods under the 17th section of the Statute of Frauds is wholly void and does not rescind the original contract which may be sued upon notwithstanding.—*Noble* v. *Ward*, 14 W. R. 397.

Contributory negligence—Leaving horse and cart unattended.—The plaintiff's horse and cart were standing at his shop-door unattended, and close behind them were drawn up the defendants' horse and cart, also unattended. The defendants' cart came into collision with the plaintiff's cart, and the plaintiff's horse broke through his shop-window.

Held, that there was evidence of contributory negligence on the part of the plaintiff, which the judge was bound to leave to the jury.—*Walton* v. *The London, Brighton and South Coast Railway Co.*, 14 W. R. 395.

Infant — Necessaries.—In the absence of special circumstances to make them so, cigars and tobacco cannot be necessaries for an infant.—*Bryant* v. *Richardson*, 14 W. R. 401.

Copyright—Infringement.—Copyright may exist in a compilation. The publisher of a work may not use the information published by another person to save himself trouble and expense, even when that information is accessible to all.—*Kelly* v. *Morris*, 14 W. R. 496.

Will written partly in ink and partly in pencil—Probate of—Intention—Appearance of document—Indorsement of envelope—Codicil.—Where a will seemed to have been first written in pencil and afterwards traced with ink, but not completely, words in some cases being written in ink above, and apparently in substitution for, the pencil writing, and in other parts the pencil writing standing alone.

The court declined to include the pencil writing in the grant of probate of the will.

The fact that a will is found with a codicil in an envelope indorsed as containing the codicil only will not raise any presumption that the will was not meant to take effect.—*Re Bellamy*, 14 W. R. 501.

UPPER CANADA REPORTS.

QUEEN'S BENCH.

(*Reported by* C. Robinson, Esq., *Q. C., Reporter to the Court.*)

Warne v. Coulter.

Taxes—Non-resident lands—27 Vic. cr. 19.

A lot of land being in arrear for taxes for six years up to 1859 inclusive, during which it had been assessed as "non-resident" land, was duly returned in 1865, under 27 Vic. ch. 19, as occupied by the plaintiff, who had become tenant of it on the 1st of April of that year. These taxes were placed upon the collector's roll, and in order to satisfy them he seized the plaintiff's goods *upon another lot* in the same township.

Held, that such seizure was unauthorized.

[Q. B., H. T., 1865.]