and reading the two together B. was not liable for the moneys so received by A., which were outside the duties pertaining to his office, and should have been retained by the municipal corporation.

B. having been informed by the School Board that A. was in default, but not in respect of what moneys the default was made, as to which he made no inquiries, and having at the request of the School Board given a mortgage to secure the liability which he was informed he had, by reason of such default, incurred as surety under the above bond, and having subsequently ascertained that the default was partly in respect of moneys so improperly paid to A.: *Held*, that B. was entitled to redeem on payment of the balance only of the moneys for which he was held liable as surety, the mortgage having been executed under a mistake. *Keith* v. *Fenelon Falls Union School Section et al.*, 194.

2. *High school district—By-Laws annexing parts of two municipalities —Repeal.*]—In 1879 the township of Grimsby passed a by-law attaching a certain portion of the township to the village of Grimsby for high school purposes. In 1881 the same council similarly annexed another portion. Corresponding by-laws were passed by the village of Grimsby. By 43 Vic., ch. 33, O., the township was divided into two townships North and South Grimsby. In 1882 the council of the township passed a by-law, on the petition of less than two-thirds of the ratepayers, repealing the two former by-laws.

Held, that the two township by-laws, with the corresponding village by-laws, formed an agreement; pursuant to R. S. O., ch. 205, sec. 30, as amended by 42 Vic., ch. 34, sec. 32, which could not be rescinded by one of the municipalities without the concurrence of the other; and therefore that the repealing by-law should be passed only upon the petition of two-thirds of the ratepayers. *Re Wolverton and the Townships of South and North Grimsby*, 393.

RAILWAYS AND RAILWAY COMPANIES.

1. *Railways—Carriage of goods—Right to warehouse.*]—The plaintiff, who lived at Meaford, sold a quantity of barley by sample to one D, a brewer in Toronto, and shipped same by the defendants' railway, consigned to D at Brock street, signing a consignment note and receiving a shipping receipt from the company, which stipulated such receipt should not be transferable, but that as to grain consigned to defendants' elevator at Toronto defendants would grant a negotiable receipt, and was subject to certain conditions, set out below. The barley was duly carried to Toronto and warehoused by defendants in their elevator there, under, as they contended, the right conferred therefor by the conditions; and they then tendered grain of the same grade as plaintiff's, which D refused to accept.

Held, that the consignment note and shipping receipt, which constituted the contract between the parties, shewed that a distinction was made between grain consigned to the defendant's elevator and other grain; the conditions as to warehousing set out in the case being only applicable to the former, and that the plaintiff was therefore entitled to recover the damages sustained by the non-delivery of the specific grain shipped. *London* v. *The Northern R.W. Co. et al.*, 92.