the amount, and not be detected by inspection, *held*, that the maker was answerable for the full face of the note, as altered, to any *bona fide* holder for value in the usual course of business.—*Garrard* v. *Hadden*, 7 C. L. J. 112; *Pittsburgh Legal Journal.*

PARTNERSHIP.—Where one partner contributed money to the common stock, and the other his time and skill, and the whole was lost: *held*, that the partner contributing the money could not recover any part of his loss from the other.—*Everly* v. *Durborow*, 7 C. L. J. 113; *Legal Gazette.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

INSOLVENCY—PERSONAL ACTIONS—RIGHTS OF ASSIGNEE.—The plaintiff, having held the defendant in the suit to bail, recovered a verdict for slander, for enticing away and detaining his wife, and for assaulting her. Before recovering judgment he made an assignment under the Insolvent Act, and he then sued the bail on their recognizance, not having yet obtained his final discharge. The defendants set up the rights of the assignee. *Held*, on demurrer, that the plaintiff was entitled to recover, for the causes of action being for purely personal wrongs did not pass to the assignee.

Semble, also, that the proceeds of the suit when recovered could not be claimed by the assignee, and that he therefore could not in any way interfere with the suit.—*White* v. *Elliott and Mooney*, 30 U. C. Q. B. 253.

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32 VIC. CHAP. 6. SEC. 126, O.—SALE UNDER TREASURER'S WARRANT—LIABILITY OF COUNTY.—Section 126 of the Assessment Act, Ont., 32 Vic. ch. 6, directs that when the County Treasurer is satisfied that there is distress upon any lands of non-residents in arrears for taxes, he shall issue a warrant *under his hand and seal* to the collector of the municipality to levy. The warrant was tested "Given under my hand and seal, being the corporate seal;" and the seal bore the same form, emblem, legend, &c, as the County seal. The collector sold the plaintiff's goods under it, but it was not shewn to have been authorized by the County Council, nor had they received the proceeds of the sale:

Held, that they were not liable in trespass or trover.—*Snider* v. *The Corporation of the County of Frontenac*, 30 U. C. Q. B. 275.

MUNICIPALITIES DIVIDED BY A RIVER—LIMITS OF EACH—CONVICTION FOR PASSING TOLL-GATE.—The limits of the city of London were defined by the proclamation setting it apart as all the lands comprised within the old and new surveys of the town of London, together with the lands adjoining thereto lying between the said surveys and the river Thames, producing the northern boundary line of the new survey until it intersects the north branch, and the eastern boundary line until it intersects the east branch, of the river:

Held, that the city limits extended to the middle of the river; and that a conviction by county magistrates for passing the toll-gate on the city side of the river was therefore bad, as the offence was out of their jurisdiction.

Where two properties or municipalities are divided by a river or highway, the limit of each is, *primâ facie*, the centre of the river or road.—*In re McDonough*, 30 U. C. Q. B. 288.

ROAD ALLOWANCES—PASSAGE OF BY-LAW BY MUNICIPALITY—LIABILITY OF TIMBER LICENSEES FOR TRESPASSING ON.—*Held*, affirming the judgment of the Court of Common Pleas, 20 C. P. 369, that municipal corporations are entitled to the timber and trees growing upon the original road allowances, though, in order to dispose thereof by sale, or to prevent or punish trespassers, a by-law or by-laws must necessarily be passed; and that therefore an action will lie at their suit under the circumstances set forth in the head-note to the case in the Court below.

Held, also, that the licenses granted to the defendants in this case did not authorize them to cut and carry away the timber and trees from the road allowances in question.—*The Corporation of the Township of Barrie* (*Respondents*) v. *Gillies et al*, (*Appellants*), 21 U. C. C. P. 218.

ONTARIO REPORTS.

QUEEN'S BENCH.

Reported by C. ROBINSON, ESQ., Q.C. *Reporter to the Court.*]

ALLAN v. GARRATT AND WILLIAMSON.

(*Continued from page* 46.)

Now when did this instrument become an effective and operative deed under the statute to bind non-assenting creditors? Certainly not until about three weeks before the trial, and then only by being signed by the insolvents themselves.

In the case of *Sellin* v. *Price*, L. R. 2 Ex. 189, referred to in the argument, the defendant executed a deed under the 192nd section of the English Bankrupt Act of 1861. It purported to be made between the debtor, of the first part, a surety, of the second part, and the several per-