delivery before they could interfere. On the 11th of March the plaintiff accordingly paid L's claim, and took a delivery. On the 3rd of March L. had served a writ on S., telling him it was to secure precedence: an execution was obtained in this suit, under which the sheriff seized. On the 14th of April, S. made an assignment under the Insolvent Act of 1864 to the defendant. He admitted that he was insolvent on the 11th of March, and long previous, though he said he did not then know it, and had not informed the plaintiff of it.

Semble, that these facts shewed the delivery to the plaintiff to be a transfer by S. "in contemplation of insolvency," the effect of which was to give him "an unjust preference over the other creditors," and that it was therefore void under sec. 8, sub-sec. 4 of the Insolvent Act 1864;—and the jury having found for the plaintiff, a new trial was granted, with costs to abide the event. — *Adams* v. *McCall*, 25 U. C. Q. B. 219.

ACTION ON PROMISSORY NOTE—PRINCIPAL AND SURETY—RELEASE UNDER "INSOLVENT ACT"—PLEADING.—*Quære*, as to the right of a creditor under a composition deed, either under the Insolvent Act or otherwise, to give a general release and subscribe for a particular sum, as being apparently his whole claim against the debtor, and afterwards to advance other demands as not having been included in this discharge and as still enforceable against the debtor.

Semble, that this would be a contravention of the policy and provisions of the Insolvent Act, and also of private composition deeds, as being, in the absence of its recognition by the other creditors as well as by the debtor, a fraud upon them.—*Fowler* v. *Perrin et al.*, 16 U. C. C. P. 258.

INSOLVENT ACT—CONFLICTING ASSIGNMENTS.—One of two parties a few days before a writ of attachment against both under the Act of 1864 had issued, assigned his estate for the benefit of his creditors.—*Held*, void as against the official assignee.—*Wilson* v. *Stevenson*, 12 U. C. Chan. R. 233.

CONSTITUTIONAL LAW.—MUNICIPAL CORPORATIONS.—The legislature has not power to compel a municipal corporation to submit its disputes with private persons to arbitration.—*Baldwin* v. *The Mayor, &c., of New York.* (U. S. Rep. N. Y. *Transcript.*)

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

WAREHOUSE RECEIPTS.—*Per* Draper, C. J., "The facts elicited in this case shew what complications may arise from the system of warehousing and the dealings connected therewith, especially where the warehouseman being owner gives receipts either for wheat which he has not got, or disposes of wheat for which he has already given receipts to purchasers, in fraud of them or of those to whom he professes to make a subsequent disposition of the same grain. The liability to prosecution for a misdemeanour will hardly prevent such a fraud; at least it is to be feared it has not done so in this case."—*Clarke* v. *Western Assurance Co.*, 25 U. C. Q. B. 218.

FIXTURES—EXECUTION—DISTRESS FOR RENT—LANDLORD AND TENANT.—Although the rule of law is clear that goods seized by the sheriff cannot be distrained in his custody, still such goods must be removed within a reasonable time after the sale, in order to protect the rights of the purchaser against a distress for rent.

In this case the seizure took place on the 20th October, and the sale to plaintiffs on the 6th December following, but in consequence of an attachment from the Insolvent Court, a claim for taxes, and defendant's claim for rent, the sheriff was not in a position to give plaintiffs possession before 27th December, when he notified them that they might remove the goods. Plaintiffs did not, however, commence to remove them before the 5th of January, on which day defendants put in or threatened to put in a distress for rent, which had accrued on the 1st December previously, and after the seizure of the goods.

Held, A. Wilson, J., *dubitante*, that the goods had not been removed within a reasonable time either after the sale or after notice to plaintiffs to remove them, and that they were liable to defendant's distress for rent.

The rule respecting trade fixtures, as between landlord and tenant, is, that all such as can be removed without materially injuring the building may be removed by the tenant, and that what is so removable is liable to sale under an execution against him.

In this case it appeared that the execution debtor had leased from defendant certain premises, in which were an engine and boiler, to be left by him in repair on the determination of his lease; that finding both unfit for his purposes, a larger cylinder was put into the engine with