

country, sanctioned by its Government. This is, indeed, another specimen of Democracy in practice. It will certainly not tend to reconcile Englishmen to the prospect before them of a Democracy at home. England, once a lion, has become a spaniel. Whether it be a slap in the face from Prussia, or a kick behind from America, John Bull grins and bears it.—*Law Times*.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

MUNICIPAL CORPORATIONS—LIABILITY FOR INJURY CAUSED IN REPAIRING HIGHWAY—BY-LAW.—Plaintiff sued defendants for wrongfully cutting a ditch in the highway, and thereby overflowing his land. Defendants pleaded that they necessarily made such ditch in order to repair the highway, doing as little damage as might be, and no more than with due care was necessary for the purpose: which were the grievances complained of.

Held, that the plea was bad, for it alleged a necessity to cut the ditch, but not that the overflow of the plaintiff's land was inevitable.

Semble, that it was bad also for not admitting any damage.

Quære, as to the validity of such a defence if properly pleaded.

Held, also, that no by-law was necessary to authorise the repair of the highway.

Held, also, following the previous decisions in this court, that the defendants were not entitled to notice of action.—*Perdue v. The Corporation of the Township of Chinguacousy*, 25 U. C. Q. B. 61.

SALE FOR TAXES—FIXTURES—ESTOPPEL.—Two mill stones were seized and sold for taxes, the tenant of the mill, who was assessed as occupant, being present at the sale and making no objection. In replevin by the owner of the mill against the purchaser, *Held*, (affirming the judgment of the County Court) that the tenant's acquiescence was immaterial; for his possession, when proved to be merely as occupant, was no proof of property, and the plaintiff therefore was not prevented from disputing the sale, which was clearly illegal, the stones being part of the mill.—*Grimshaw v. Burnham*, 25 U. C. Q. B. 147.

WILD LAND TAXES—MODE OF ASSESSING.—It is the duty of the assessors to assess village lots, the property of non-residents, separately, placing opposite to each the value and amount

of assessment. Where, therefore, the assessor, had included three village lots in one assessment, two of which only belonged to one person, the sale was set aside; but without costs, as the purchasers—the defendants in the suit—had not anything to do with the irregular proceedings which formed the ground for setting aside the sale.—*Black v. Harrington*, 12 U. C. Chan R. 175.

SALE OF LAND FOR TAXES.—Where a sale of land for wild land taxes was effected, and the taxes assessed included one year's assessment which had been paid; the sale was set aside, notwithstanding the fact that the number of years for which the assessment was in arrear was greater than was required to render them liable to sale.—*Irwin v. Harrington*, 12 U. C. Chan. R. 179.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

HUSBAND AND WIFE—C. S. U. CH. 73—LEASE BY WIFE.—Land which had been conveyed to a married woman was leased by her alone to the grantor for his life, and the defendant having cut timber upon it she and her husband sued for injury to their reversion.

Held, that they could not recover, for the husband was a necessary party to the lease:—that the Consol. Stat. U. C. ch. 73 recognizes his estate in her land during coverture, and has made no change in the conveyance by married women of their real estate; and even if the lease could have any operation as between the parties to it, it could not establish the plaintiffs' reversion as against a stranger.—*Emrick v. Sullivan*, 25 U. C. Q. B. 105.

INSURANCE—CONDITION REQUIRING A PARTICULAR ACCOUNT OF THE LOSS—NON-COMPLIANCE WITH.—By the condition of the policy sued upon, persons insured were bound, within thirty days after a loss, "to deliver in a particular account of such loss or damage, signed by their own hand, and verified by their oath or affirmation and by their books of account and other proper vouchers."

The plaintiff sent in his affidavit, stating generally the value of the goods saved and destroyed; a certificate of the Reeve, as the nearest magistrate, as to his inquiry into and belief with regard to the fire being accidental; and of two merchants; and a book containing a statement of the goods lost, made up partly