either the personal or real estate of the insolvent for the amount of any judgment debt by the issue or delivery to the sheriff of the execution, or by levying upon or seizing under such writ the effects or estate of the insolvent, if before the payment over to the plaintiff of the moneys actually levied under such writ the estate of the debtor shall have been assigned, &c.]—*Sinclair et al.* v. *McDougall*, 33 U. C. Q. B. 388.

SCHOOL TRUSTEES — MANDAMUS TO CORPORATION TO PROVIDE MONEY — INSUFFICIENCY OF ESTIMATE AND DEMAND.—On application for a mandamus to compel a municipal corporation to provide $3,500 for a board of school trustees, it appeared that on the 15th March, the trustees wrote to the corporation, informing them that they had passed a resolution on the 12th inst., directing their chairman and secretary "to wait on the council at its next meeting, and submit an estimate for $3,500, for the purpose of building a brick school house, the same to be procured by the 10th April," and requesting the council to provide said amount in accordance with the estimate. On the same day, after receiving the letter, the corporation notified the trustees that they were unable to comply with the demand; and on the 13th April, an order upon the treasurer of the council by the chairman of the board of school trustees for the $3,500 was presented, and payment refused.

Held, that the statute, which requires the trustees to prepare and lay before the council an estimate, had not been complied with; and that the demand for payment within three weeks, without shewing that the corporation had funds in hand available for the purpose, was not reasonable. The mandamus therefore was refused. —*In the matter of the School Trustees of Mount Forest and the Corporation of Mount Forest*, 33 U. C. Q B. 422.

BANKRUPTCY.—The English Bankruptcy Act of 1861 is made applicable to "all debtors, whether traders or not." A person having privilege of parliament, and not a trader, was held not exempt from their operation.—*Ex parte Morris. In re Duke of Newcastle*, L. R. 5 Ch. 172.

INDICTMENT —An indictment charged A. with having made a false declaration before a justice that he had lost a pawnbroker's ticket, whereas he had not lost the said ticket, but "had sold, lent or deposited it" with one C., as A. well knew. *Held*, that the indictment was not bad for uncertainty, as the words quoted were surplusage.—*McQueen* v. *Parker*, L. R. 1 C. C. 225.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

STATUTE OF LIMITATIONS—JOINT CONTRACTORS —PAYMENT.—Action on a note made by defendant and L., payable to C., and by him endorsed to plaintiff, due in July, 1859. Plea, Statute of Limitations. To take the case out of the statute, plaintiff proved that one T. C. owing defendant $30, got an order, with defendant's assent, from C., who then held the note, on L., requesting L. to pay defendant $30, which he, C., would credit on the note; and this sum was accordingly so paid, and credited.

Held, clearly a payment by L. on his own account, and not by or for defendant, so as to take the case out of the Statute as against defendant —*Cowing* v. *Vincent*, 33 U. C. Q. B. 427.

R. W. Co.—BRIDGE OVER RAILWAY—OBLIGATION TO REPAIR.—Where a Railway Company carried the highway across and over their road by a bridge: *Held*, under Consol. Stat. C. ch. 66, sec. 9, sub-sec. 5, sec. 12, sub-sec. 4, that the Company were bound to keep in repair such bridge and the fence on each side of it.—*Van-Allen* v. *The Grand Trunk Railway Company of Canada*, 33 U. C. Q. B. 436.

COPYRIGHT.—1. The proprietor of a newspaper has, without registration under the Copyright Act, such a property in its contents as will entitle him to sue in respect of a piracy. But the piracy of "a list of hounds" is not a case for an interlocutory injunction, as a correct list is easily got, and it is liable to frequent changes.—*Cox* v. *Land and Water Journal Co.*, L. R. 9 Eq. 324.

2. Plaintiff wrote an essay for the "Welsh Eisteddfod," to prove that the English are the descendants of the ancient Britons, which he published. Defendant afterwards did the like. His book was like plaintiff's in theory, arrangement, and, to a great degree, in the citation of authorities. The latter facts were explained by both parties having taken their references from Pritchard, and the theory by the occasion of writing. Two authorities were seemingly taken from the plaintiff, and certain results were based upon his tables. The writing was the defendant's. *Held* (reversing the decision of James, V. C., on the facts), the plaintiff was not entitled to an injunction.

Defendant had a right to take authorities even though sent there by plaintiff's book, which took the same.