Metcalf, 10 B. & C. 299. The analogy is not precise, because surveyors generally pursue a profitable calling, whereas trustees, like the victims of the ancient ordeal, walk among hot ploughshares, and very often stumble against them.—*Law Journal.*

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

FIRE—INJURY CAUSED BY—LIABILITY OF DEFENDANT.—One M. agreed to burn and clear off the timber on defendant's fallow at a certain price per acre. While the work was in progress the defendant, who lived on the place, came occasionally to see how it was getting on, and advised him to set fire to the log heaps. M. told defendant that a brush fence, which extended to the corner of plaintiff's land, might take fire, but defendant said it would make no difference. M. then fired the heaps, and went home, two or three miles off, intending to return in a few days, when the heaps should be ready for branding. During his absence the fire spread to the plaintiff's land and burned his fences, &c. The jury having found for the plaintiff on the charge of negligence:

Held, that M. upon the evidence was not an independent contractor, over whom defendant had no control, but rather a workman in his employment and subject to his directions; and that defendant was responsible.

Quære per Wilson, J., whether if M. had been such contractor the defendant would have been liable.—*Johnston* v. *Hastie*, 30 U. C. Q. B. 232.

CORPORATION—POWER TO BORROW—8 VIC., CH. 82.—*Held*, that the Roman Catholic Bishop of Sandwich, incorporated by 8 Vic., ch. 82, as "The Roman Catholic Episcopal Corporation of the Diocese of Sandwich in Canada," had no power to borrow so as to bind his successor; and therefore that the plaintiff, having lent money to such Bishop, which was used in the construction of the episcopal residence and for the purposes of the Church, and taken security for repayment under the corporate seal, was not entitled to recover against the corporation.

The Bishop was described in the instrument as "R. C. Bishop of Sandwich." *Held*, that this variance from the corporate name was immaterial.—*Ruitz* v. *The Roman Catholic Episcopal Corporation of the Diocese of Sandwich*, 30 U. C. Q. B. 269.

ACTION BY HUSBAND AND WIFE—DISTRESS UPON WIFE'S GOODS — EVIDENCE — MARRIED WOMAN'S ACT.—A woman had long been in possession of chattels said (but not proved) to have been left to her by her deceased husband, and using them with her children. She then married the co-plaintiff. These goods were seized by a creditor of his on a claim alleged to be for rent but not proved:

Held, that her title before marriage was *primâ facie* sufficient, and after her second marriage the goods were protected, under the Married Woman's Act, against her second husband's creditors.—*Corrie et al.* v. *Cleaver et al.*, 21 U. C. C. P. 186.

RAILWAY COMPANY—NEGLIGENCE — EVIDENCE FOR JURY.—A railway company's servants, having cut the grass on the banks of the line, left it there fourteen days during extremely hot and dry weather. Soon after the passing of a train a fire broke out in one of the heaps of cut grass; it then extended up the bank to the hedge, and from the hedge to a stubble field, across the stubble field and an intervening road to the plaintiff's cottage. An unusually high wind was blowing at the time. The cottage was situated 500 yards from where the fire broke out.

Held (confirming the decision of the Common Pleas), that there was evidence of negligence (BLACKBURN, J., *dubitante*), and that if there was negligence it was no answer for the company to say that the damage was greater than could be anticipated.—*Smith* v. *The London and South Western Railway Company*, 19 W. R. 230.

JURISDICTION OF CIVIL BILL COURT—COSTS—COMMON LAW PROCEDURE ACT.—Section 97 of the Common Law Procedure Act, 1856 (Ireland), enacts that "if in any action of contract . . . . where the parties reside within the jurisdiction of the Civil Bill Court of the county in which the cause of action has arisen the plaintiff shall recover less than £20," he shall not be entitled to costs.

Held, that a railway company "resides" in every county in which it has a ticket office.

Held further, that "cause of action" means "entire cause of action," and therefore, where a contract made in county C. was broken in county M., in which the plaintiff and defendant resided, that the cause of action did not arise in county M. within the meaning of section 97 of Common Law Procedure Act (Ireland), 1856.—*McMahon* v. *Irish North Western Railway Co.* 19 W. R. 212.)

ALTERATION IN NOTE.—Where a blank in a note had, after signing and delivery by the maker, without his consent, been filled so as to increase