

ship, each partner is, in the absence of any special agreement, entitled to trade under the name or style of the old firm.

The plaintiff's husband, B., and the defendant, for many years carried on business under the style of B. & Co. The plaintiff, on the death of her husband, continued the partnership in pursuance of a proviso in the articles of partnership. The plaintiff and defendant afterwards dissolved partnership by mutual consent, and no stipulation was made with respect to the use of the name of the firm. The defendant continued to trade under the style of B. & Co., while the plaintiff traded in her own name, B. It was proved that orders intended for the plaintiff were sent to the defendant, but no fraud was shewn.

Held, that the plaintiff was not entitled to an injunction to restrain the defendant from trading as B. & Co.—*Banks v. Gibson*, 18 W. R. 1012.

MARRIED WOMAN—GIFTS BY HUSBAND TO WIFE—SEPARATE PROPERTY—EVIDENCE OF VOLUNTARY GIFTS.—In order to establish the fact of a gift of chattels from a husband to his wife, there must be clear and distinct evidence corroborative of the wife's testimony. It is not necessary that he should deliver them to a trustee for his wife; it is sufficient if he constitutes himself a trustee for her by making the gift in the presence of a witness, or by subsequent statements to a witness that he has made the gift; but a mere declaration of intention to give is not sufficient.

Semble, presents made by a husband to his wife, whether in contemplation of or subsequent to their marriage, are the separate property of the wife, and do not form part of the husband's personal estate.—*Grant v. Grant*, 18 W. R. 1057.

WRITTEN AGREEMENT BY PARTIES SEVERALLY PROMISING TO PAY CERTAIN SUMS, A SEVERAL PROMISSORY NOTE.—Defendant, with others, signed the following instrument, his subscription being \$100:

"We, the undersigned, do hereby severally promise and agree to pay to F. W. Thomas, Esq., [the plaintiff,] agent of the Bank of Montreal in Goderich, the sums set opposite our respective names, for the purpose of building an Episcopal church and rectory in the town of Goderich."

The declaration thereon alleged, that in consideration that W. and others would promise defendant to pay the plaintiff certain specified sums, for the purpose, &c., and that plaintiff would pay \$100 for the same purpose, defendant promised to pay the plaintiff \$100 therefor; that W. and the others did promise and pay accordingly, and the plaintiff paid \$100, yet defendant had not paid.

At the trial the plaintiff's promise to contribute \$190 was not proved.

Held, that on this ground defendant was entitled to succeed.

Held, also, that the instrument declared on was the several promissory note of each subscriber; and as it seemed that the plaintiff was entitled to recover, though not upon these pleadings and evidence, a new trial was ordered upon payment of costs.—*Thomas v. Grace*, 15 U. C. C. P. 462.

MAGISTRATES, MUNICIPAL & COMMON SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

SALE FOR TAXES—TREASURER'S WARRANT.—*Held*, affirming the judgment of the Court of Queen's Bench, that the provision of the statute 16 Vic. ch. 182, secs. 55 and 56, Con. Stat. U.C. ch. 55, requiring the county treasurer in the warrant issued by him for the sale of lands in arrear for taxes, to distinguish those that have been patented, from those under lease or license of occupation, is compulsory; and that sales effected under a warrant omitting such particulars are void.—*Hall v. Hill*, 2 E. & A. Rep. 569.

TEMPERANCE ACT, 27-28 VIC. CAP. 18—APPLICATION TO QUASH BY-LAW—INSUFFICIENT NOTICE.—Under the 27-28 Vic. cap. 18, a requisition for the by-law must be published by the clerk for four consecutive weeks in some newspaper published weekly or oftener within the municipality, with a notice that on some day within the week next after such four weeks, a poll would be taken. The notice in this case, first published on Thursday, 12th January, appointed Tuesday, 7th February, for the poll. *Held*, too soon, and the by-law was quashed.

It was contended that the four weeks must be computed from the first day of the week in which the first publication takes place, not from the day of such publication, but *Held*, clearly not.

Quære, whether on motion to quash such by-laws, it could have been intended that the court, in term, should enter into a scrutiny of votes.—*In the matter of Coe and the Corporation of the Township of Pickering*, 24 U. C. Q. B. 489.

SALE FOR TAXES—13 & 14 VIC. CAP. 67—SALE UNDER—POWER OF SHERIFF TO CONVEY AFTER REPEAL OF BY 16 VIC. CAP. 182—CASUS OMISSUS.—The 13 & 14 Vic. cap. 67, allows three years for redemption of land sold for taxes, before the sheriff can convey. It was repealed by 16 Vic. c. 182, which came into force on the 1st January,