previously to the auction sale, although the list of debts showed no such collection whon the sale was made. (Mondelet, J.)—*Lafond* v. *Rankin*, 1 Rev. Crit. 475.

INSOLVENCY—COMPOSITION.

Held, that a composition discharge under the Insolvent Act of 1864 affects the insolvent only, and does not relieve outside parties secondarily liable, not parties to the insolvent proceedings.—*Martin* v. *Gault*, 15 L. C. J. 237.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

ALIMONY.

A wife has no action against her husband for alimentary allowance on the ground that she cannot be comfortable in the house of her husband. She must reside with him. (Mondelet, Mackay and Beaudry, JJ.)—*Conlan* v. *Clarke*, 1 Rev. Crit. 473.

BANKING.

Held, that when a bank discounts for A. a draft by him on B., and accepts a check for the proceeds and delivers it to A., for transmission to B., to enable B. therewith to retire a draft for a similar amount, drawn by A. and accepted by B. for A.'s accommodation, and about to fall due at the branch of the bank where B. resides, on the faith of A.'s representation, assurance and undertaking (without authority, however, from B.) that B. will accept the new draft, and B. receives the check, and before using it has knowledge of the transaction as between A. and the bank, B. cannot legally use the cheque to retire his own acceptance on the old draft, without accepting the new one.—*Torrance et al.* v. *Bank of B. N. America*, 15 L. C. J. 169.

BILLS AND NOTES—ALTERATION.

The word "months," which had been omitted in a note after the word "three," had been inserted by the holder without the knowledge of the endorser. *Held*, that this was not alteration, and that the endorser was liable. (Torrance, J.).—*Lainé* v. *Clarke*, 1 Rev. Crit. 475.

INSURANCE.

Introducing into the insured premises a gasoline machine of a dangerous character without the consent of the insurer, is a violation of the policy. (Mondelet, J.)—*Matthews* v. *The Northern Insurance Co.*, 1 Rev. Crit. 475.

QUIETING TITLES ACT.

The Court will not grant a certificate to quiet the title of a party who claims to be the legal owner in fee simple, but who is not in possession by a person who disputes the title of the claimant: in such a case the claimant must first recover possession of the premises. —*Re Mulholland*, 18 Chan. R. 528.

RAILWAY COMPANY—COMMON CARRIERS.

Notice of arrival of goods being given by the Company to the owners or consignees that they "remain here entirely at the owner's risk, and that this Company will not hold themselves responsible for damage by fire, the act of God, civil commotion, vermin or deterioration of quantity or quality, by storage or otherwise, but if stored, that a certain rate of storage would be charged for the storage of the goods," and which was paid to the Company by the owners.

Held, that though the liability of the Company as common carriers had ceased, by the arrival of the goods, the Company was still liable for damage as warehousemen and bailees for hire; but that in this cause the evidence did not show any negligence on the part of the railway company. Duval, C. J., Monk and Stuart, JJ. (*ad hoc*). *Contra*, Badgley and Drummond, who held that by law negligence was presumed if damage shown, and the onus of proof of care was on the Company, who had made no proof whatever to rebut the presumption against the Company. — *Grand Trunk Railway* v. *Gutman*, 1 Rev. Crit. 478.

SEDUCTION.

Plaintiff being aware that the defendant was a married man, sued him in damages for seduction. *Held*, that no action then lies. (Berthelot, J.).— *Lavoie* v. *Lavoie*, 1 Rev. Crit. 474.

TAXES—LEASE.

Under a clause in a lease the tenant had promised to pay *all the taxes on the premises, ordinary and extraordinary, foreseen and unforeseen*, during the lease. *Held*, that this clause did not comprise taxes for the widening of streets, for which compensation had been paid to the landlord. Badgley, Monk, Drummond, JJ. (Dissenting, Duval, C. J., and Caron, J.)— *Shaw* v. *Laframboise*, 1 Rev. Crit. 476.

VOID CONTRACT.

The plaintiff, on the 29th July, agreed with defendants verbally to enter their service as book-keeper on the 1st September following, for a year from that day.

Held, a contract not to be performed within a year of the making thereof, and within the Statute of Frauds, and therefore void for not being in writing.—*Dickson* v. *Jacques et al*, 31 U. C. Q. B. 141.