

MAGISTRATES, MUNICIPAL, INSOLVENCY & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

BANKRUPTCY—EFFECT OF ENGLISH COMPOSITION DEED IN COLONY.—Where a debt arises in a country over which the Legislature of another country has paramount jurisdiction, a discharge by the law of the latter may be effectual in both countries.

Therefore, where a debt arose in Canada under a contract to be performed there, and the debtor obtained a discharge here under the Bankruptcy Act, 1861.

Held, that such discharge was an answer to an English action on the contract, for it was a discharge of an original debt, binding in Canada as well as here.

But, where the action here was on a judgment obtained on such contract in Canada.

Held, that a similar discharge obtained here after breach, but before judgment in Canada, was no answer to the action, for the Canadian judgment was final between the parties, and the defendant was estopped from saying that the discharge might have been pleaded there.—*Ellis v. McHenry. Ellis and another v. McHenry*, 19 W. R. C. P. 503; 7 C. L. J. N. S. 162.

TOLLS—STATUTE.—By 3 Geo. 4, c. 126, s. 82, persons going to or returning from "their usual place of religious worship" are exempted from all toll on turnpikes. A minister of the Primitive Methodist Connexion had assigned to him, by the persons having authority, the services at F. on three Sundays in a quarter, and at four other places on other Sundays. *Held*, that he was exempt from toll in going to and returning from F. on the three Sundays indicated.—*Smith v. Barnett*, L. R. 6 Q. B. 34.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

RATIFICATION—FORGED INSTRUMENT, ADOPTION OF.—A forged instrument cannot be ratified by the person whose name is forged, and he cannot adopt it so as to make himself liable thereon.

J. owed the plaintiff £20, and sent to him a promissory note for that amount, which purported to bear, and was believed by the plaintiff to bear, the signatures of J. and the defendant, who was J.'s brother-in-law.

Before the note became due the plaintiff met the defendant and mentioned the note to him.

He denied the signature to be his, and the plaintiff thereupon said that it must be a forgery of J.'s, and he would consult a lawyer with the view of taking criminal proceedings against him. The defendant begged the plaintiff not to do so, and said he would rather pay the money than that the plaintiff should do so. The plaintiff then said that he must have it in writing; and that, if the defendant would sign a memorandum, he would take it. The defendant thereupon signed a document admitting himself to be responsible to the plaintiff for the amount of the note.

Held, (by Kelly, C.B., Channell and Pigott, BB.) first, that the foregoing document was no ratification of the forged promissory note, but an agreement on the part of the defendant to treat the note as his own and to become liable upon it, in consideration that the plaintiff would forbear to prosecute J., and that this agreement was against public policy and void, as founded upon an illegal consideration; and, secondly, that the foregoing document was no ratification, inasmuch as the act done—that is, the forged signature to the note—was illegal and void, and that, although a voidable act might be ratified by matter subsequent, it was otherwise when an act was originally and in its inception void.

Held, (by Martin, B.) that the above document was a good and valid ratification of the forged note, and that the defendant was liable to pay to the plaintiff the amount thereof.—*Brook v. Hook*, 19 W. R. Exch. Ch. 608; 7 C. L. J. N. S. 158.

LANDLORD AND TENANT.—1. D. was a lessee for years at a rent payable quarterly, and S. was mortgagee of the reversion; D., having no notice of the mortgage, paid to his lessor the amount of two quarters' rent before any of it was due; afterwards and before rent-day the mortgagee gave him notice to pay the rent to him. *Held*, that the transaction between D. and the lessor was not a payment of rent due, and that D. must pay the rent to the mortgagee.—*De Nicholls v. Saunders*, L. R. 5 C. P. 580.

2. Covenant in a lease that the lessors would at all times during the demise maintain and keep the main walls, main timbers, and roofs in good and substantial repair, order, and condition. *Held* (MARTIN, B., dissenting), that an action on the covenant could not be brought against the lessors without notice of the want of repairs.—*Makin v. Watkinson*, L. R. 6 Ex. 25; 7 C. L. J. N. S. 128.

3. A debtor assigned by deed, for the benefit of his creditors, all his personal estate to the defendant, who executed the deed and acted