

MAGISTRATES, MUNICIPAL, INSOLVENCY & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

ASSIGNMENT FOR THE BENEFIT OF CREDITORS.

Where a debtor made an assignment to trustees for the benefit of his creditors, providing by the terms of the instrument that the benefits conferred by it should be confined to those creditors who should execute it within one year, or notify the trustees in writing of their assent to it; and where one creditor had been aware of the terms of the deed, and had neglected to sign it, but had notified one of the trustees of his assent; and where another creditor had not been aware of the deed, but had taken no proceedings hostile to it, and had given his assent to it when it came to his knowledge; and where another, though aware of the deed and its provisions, had neither executed it nor notified the trustees of his assent to it, but had never acted contrary, or taken proceedings hostile, to it:

Held, that they were entitled to come in and prove their claims equally with those creditors who had executed the deed in accordance with its terms, although they had allowed more than ten years to elapse.

Objection being made to the application being made by petition in Chambers, and not by a separate suit,

Held, that it was properly made in Chambers by petition in the original suit.

The Statute of Limitations being urged against the admission of the claims,

Held, that the relation of trustee and cestui que trust had been established between the assignees and the creditors who had acquiesced in the deed, as well as those who had actually executed it, and that therefore the statute was inoperative. There was also the additional reason, in two cases, that the statute had never begun to run, owing to the creditors' right of action having arisen after the debtor had absconded.—*Gunn v. Adams*, 8 L. J. N. S. 211.

CRIMINAL LAW—EVIDENCE.

A prosecutrix, in an indictment for an indecent assault amounting to an attempt at rape, if asked on cross-examination whether she has had connection with a person other than the prisoner, cannot be contradicted.—*Reg. v. Holmes*, L. R. 1 C. C. 834.

CRIMINAL LAW—LARCENY.

The prisoner, whose goods were in the hands of a bailiff under a warrant of execution, forcibly took the warrant from the bailiff, thinking

to deprive him of his authority. *Held*, that the prisoner was not guilty of larceny, but of taking for a fraudulent purpose.—*Reg. v. Bailey*, L. R. 1 C. C. 347.

FORGERY—BILLS AND NOTES.

Indictment for forging an instrument bearing an I. O. U. for thirty-five pounds purporting to be signed by the prisoner and one W. The latter's name was forged. *Held*, that the instrument was an "undertaking for the payment of money" within 24 & 25 Vic. c. 92 s. 23.—*Reg. v. Chambers*, L. R. 1 C. C. 341.

INSOLVENCY.

1. The word "due" in the English Bankrupt Act means "presently payable."—*Ex parte Sturt*; *In re Percy*, L. R. 13 Eq. 309.

2. Under the English Bankrupt Act the holder of a note signed by two members of a firm, by the firm, and by other persons, was allowed to prove against, and receive dividends from, the estates of the said two partners and against the joint estate of the firm.—*Ex parte Honey*; *In re Jeffery*, L. R. 7 Ch. 178.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

BAILMENT—NEGLIGENCE.

The defendants received, as ordinary bailees, a dog to be carried on their road. The dog had on its neck, when delivered to the defendants, a collar, to which was attached a strap. The defendants secured the dog by the strap, and the dog slipped its collar, escaped, and was killed. *Held*, that securing the dog by the collar was the ordinary and proper way, and that the defendants were not guilty of negligence in fastening the dog by the strap suggested by the plaintiff, who delivered the dog without notice that the fastening was unsafe. Judgment for defendant.—*Richardson v. North Eastern Railway Co.*, L. R. 7 C. P. 75.

BILLS AND NOTES—STATUTE OF LIMITATION.

The maker of a note in 1846 indorsed the note with his name and the year 1866. *Held*, that the indorsement was a sufficient acknowledgment to take the note out of the statute of limitations.—*Bourdin v. Greenwood*, L. R. 13 Eq. 281.

CORPORATION, FOREIGN.

An American company had a place of business in England and was there sued, the writ being served on the head officer of the English branch, who was not the head officer of the American corporation in the United States. *Held*, that the company could be sued in Eng-