Remarks as to alleged misdirection, in not directing that the jury must be satisfied not only that the circumstances were consistent with the prisoner's guilt, but that some one circumstance was inconsistent with his innocence.

The prisoner's witness having stated that death was caused by two blows from a stick of certain dimensions—*Held*, that a medical witness previously examined for the Crown was properly allowed to be recalled to state that, in his opinion, the injuries found on the body could not have been so occasioned.

Remarks as to evidence of confessions, and an objection that the whole statement was not given.

And as to the effect in criminal cases of a belief by the jury that false evidence has been fabricated for the prisoner, or false answers to questions.—*Regina* v. *Jones*, 28 U. C. Q. B. 416.

INSOLVENT ACT OF 1864—SEC. 8, SUB-SEC. 4—FRAUDULENT TRANSFER.—KNOX being indebted to one Kyle, and Kyle to the defendant, it was arranged that defendant should take Knox as his debtor, defendant crediting Kyle with the amount which Knox owed to Kyle, and Kyle discharging Knox; and Knox accordingly gave defendant his note for the amount. This took place within thirty days before Kyle made an assignment in insolvency, and his assignee brought trover for the note, contending that the transaction was avoided by sec. 8, sub-sec. 4 of the Insolvent Act of 1864; but

Held, that he could not recover, for the note never was the insolvent's property, and so never passed to the assignee; and even if it was a transfer or payment by Kyle within the act, and so avoided, this would not entitle the plaintiff to the note.—*McGregor* v. *Hume*, 28 U.C. Q.B. 380.

REGISTRAR—TENURE OF OFFICE—9 VIC. CH. 34, 29 VIC. CH. 24.—Plaintiff in 1859 was appointed registrar, under 9 Vic. ch. 34, which authorized the Governor in general terms to appoint, saying nothing as to tenure, but providing for removal in certain events, to be proved in a specified manner. His commission expressed the appointment to be during pleasure, and in 1864 he was removed and defendant appointed, the admitted cause of such removal being plaintiff's alleged misconduct as returning officer at an election.

The Court of Queen's Bench held that the plaintiff could be removed only for the reasons and in the manner pointed out by the statute: that the words "during pleasure" in his commission could not deprieve him of his statutory rights; and that the 29 Vic. ch. 24, by which every registrar then in office was continued therein, would not confirm defendant's appointment if illegal.

Held, reversing such judgment, *Draper*, C J, and *Morrison*, J., dissenting—1. That the office being one to which at common law the appointment might be during pleasure, and the statute not providing expressly for the tenure, the plaintiff's appointment during pleasure and his removal were valid. 2. That if the office was one of freehold, then the grant of it during pleasure was void, and the plaintiff was never appointed.

Adam Wilson, J., concurred with the court below in holding under 9 Vic. ch. 34, that the plaintiff's appointment was valid and his removal ineffectual; but held, that by 29 Vic. ch. 24, the defendant, then filling the office *de facto*, was confirmed in his appointment.—*Hammond* v. *McLay*, 28 U. C. Q. B. 463.

SIMPLE CONTRACTS & AFFAIRS, OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

PROMISSORY NOTE PAYABLE IN L. C.—LIMITATION OF ACTION—12 VIC. CH. 22 SEC. 31.—A., residing in Upper Canada, made a note there payable to B., also a resident of Upper Canada, at the Bank of British North America in Montreal, and B. endorsed it to the plaintiffs, who carried on business in Montreal. Neither A. nor B. had ever resided in Lower Canada.

12. Vic. ch. 22, sec. 31, enacts that all notes payable in Lower Canada shall be held and taken to be absolutely paid and discharged, unless sued upon within five years after they become due.

Held,—reversing the decision of the Queen's Bench, founded upon *Hervey* v. *Jacques*, 20 U. C. Q. B. 366,—that the plaintiff in this case, suing here after the lapse of five years, was not barred, *Adam Wilson*, J., dissenting.

Draper, *C. J.*, held that the statute, being applicable to Lower Canada only, did not change the limitation of actions on contracts made in Upper Canada by persons resident there; and that this note being payable in Montreal, without any limitation of not otherwise or elsewhere, was payable generally, and so not within the statute.

The rest of the court proceeded upon the latter ground only.—*Darling et al.* v. *Hitchcock*, 28 U. C. Q. B. 439.

EXECUTOR AND ADMINSTRATOR.—1. A will contained these words: "I leave the sum of one sovereign each to the executor and witness of my will for their trouble, to see that every thing is justly divided," but did not name any executor. Beneath the signature of the testator, and opposite the names of the attesting witnesses,