to a promissory note for money lost at play, for such note under the statute of Anne is utterly void.—*Taylor* v. *Golding*, 27 U. C. Q. B. 198.

AGREEMENT TO HIRE—EVIDENCE OF.—In an action for wages of the plaintiff's son as defendant's servant, it was proved that defendant had said he would give the son what was going; that the son went to him at twelve years of age, and worked for him four years, and that, on his leaving, defendant told him to send his father and he would settle with him.

Held, affirming the judgment of the County Court, that this was clearly evidence to go to the jury of an agreement between plaintiff and defendant.—*Pickering* v. *Ellis*, 27 U. C. Q. B. 187.

CONVEYANCE BY MARRIED WOMAN—CERTIFICATE OF EXAMINATION—1 W. IV. CH. 2.—By 43 Geo. III. ch. 5, and 59 Geo. III. ch. 3, a married woman's deed was declared to have no force unless she were examined by the Court of K. B., or a judge thereof, or a judge of Assize, touching her consent, &c., within twelve months from the execution. By 1 W. IV., ch. 2, sec. 3, it was enacted that where the deed would have been valid if such certificate had been obtained within twelve months as was required by the laws then in force, such certificate might be obtained at any time, and should have the same effect as if given within twelve months. This section took effect on the passing of the act in March, but another section, which enabled two justices of the peace, and other persons not mentioned in the former acts, to take such examinations, and made various changes in the form of certificate, did not come into force until the 1st of August following.

A deed was executed in 1822 by a married woman and her husband, but no certificate was endorsed until 1836, and the certificate then given was signed by two justices, and sufficient in form under the earlier acts, though not under the 1 W. IV. There was no evidence of examination, &c., except the certificate:

Held, that the certificate was sufficient, for that the 3rd section of 1 W. IV. might be construed to mean such certificate as would in its terms have been sufficient under the previous acts, without requiring it to be given by the officers then authorized.

The certificate given in 1836 stated that the married woman appeared before the justices and "acknowledged that she executed the within deed freely and voluntarily, and it appeared to us that her execution thereof was not the effect of fear or coercion," &c.: *Held*, sufficient, without stating the fact of examination.

Held, also, that her acknowledgment in 1836 was evidence of her consent at that time to the deed taking effect, and not merely of her free execution in 1822; and that other objections based upon the requirements of the later act as to the form of the certificate, were not available.—*Grant and wife* v. *Taylor*, 27 U. C. Q. B. 234.

DISTRESS DAMAGE FEASANT.—The plaintiff's horse escaped from his stable and got into defendant's pasture field, but was immediately pursued by one M., the plaintiff's son-in-law, who saw it escape, and was leading it out of defendant's field when defendant seized and detained it. The plaintiff replevied, and defendant avowed as for distress damage feasant.

Held, that the horse, under the circumstances, was not distrainable; and the judgment of the County Court, upholding a verdict for defendant, was reversed.—*McIntyre* v. *Joseph Lockridge and William Lockridge*, 27 U. C. Q. B. 204.

FIRE INSURANCE—MORTGAGE.—A fire policy, in favor of a mortgagor, contained a clause providing that in the event of loss under the policy, the amount, the assured might be entitled to receive, should be paid to A. L., mortgagee.

Held, by the Court of Appeal, that this clause did not make A. L. the assured; and that a subsequent breach by the mortgagor of the conditions of the policy, made it void as respected A. L. as well as himself. [SPRAGGE, V.C., dissenting.]—*Livingstone* v. *The Western Insurance Company* [*in appeal*], 16 Chan. Rep. 9.

ROAD COMPANY—SNOW DRIFTS—ACTION FOR NOT REPAIRING.—A snow drift, about two or three rods long and two feet in depth, had formed on a gravel road. It had been there two or three weeks, and owing to the thawing and freezing of the snow, ruts [redacted] formed in it which made it unsafe for waggons. On the 1st of March the plaintiff was passing over it in a waggon, when the wheel going down threw him out and the hind wheel went over his leg and broke it. The defendants afterwards cleared away the snow there. The road was good except for the snow, and there was a heavy snow storm and sleighing after the accident.

Held, that there was evidence of negligence on the part of the defendants in not keeping the road in repair, and a verdict for the plaintiff was upheld.—*Caswell* v. *The St. Mary's and Proof Line Junction Road Company*, 27 U. C. Q. B. 247.

SALE OF WHEAT—WAREHOUSEMAN'S RECEIPT.—Where a warehouseman sold 3,500 bushels of wheat, part of a larger quantity which he had