In the case of Young *et al v.* Buchanan, which appears in a previous page, a most important principle is recognized. One that cannot be too widely proclaimed, viz., that the wilful and fraudulent taking away and secreting the goods of a defendant, against whom there is a *fi fa* in the Sheriff's hands by a party who had knowledge of plaintiffs' execution, and who did the act complained of fraudulently to defraud such execution—is actionable *at Common Law*—the plaintiff having sutained damage by such wrongful act.

The law, as laid down in this case, is of general application. We see no difficulty in the way of a suitor in the Division Court, bringing his Action therein for such wrongful act. So far as we are informed, the 5th Wm. 4, ch. 3, sec. 8, has been all but a dead letter, but we are satisfied that the development of the law in this case, will have the beneficial effect of restraining a practice, we are sorry to add, common in the country of assisting fraudulent debtors to conceal or make away with their property, to the great inquiry of their honest creditors.

Not having seen the Order in Council of 1853 regulating appeals from the Privy Council in any Upper Canadian publication, we to-day, insert it in our columns. We may mention that it is taken from Vol. VII. of Moore's Privy Council cases.

The Index to Vol. II. of this Journal is now in type, and will be immediately published. Ere long we hope to be able to make a similar announcement as regards the Index to the current volume.

MONTHLY REPERTORY.

COMMON LAW.

C. P. GILES *v.* SPENCER. *April* 29, *June* 25.

Landlord and tenant—Distress, postponement of, by agreement.

A provision in an agreement whereby premises are let to a tenant, that no distress shall be made for rent until the person letting has produced the receipt of the Superior landlord for the rent which has previously become due to him, is a legal provision, and binding on the person letting; and an action lies against him, if he distrain without complying with such provision.

C. P. LODER *v.* KEKULE. *February* 9, *July* 4.

Damages—Delivery of inferior article.

In an action brought to recover damages for the delivering an article inferior in quality to that which was sold, the true measure of damages if the difference between the value of the article of the quality contracted for at the time of delivery, and the value of the article then actually delivered. This is, however, on the assumption that the article delivered could immediately be re-sold in the market. But where the defendant by his conduct delays the sale during which time the market is falling and the plaintiff re-sells the article as soon as he reasonably can, and it is properly sold, the proper measure of damages is the difference between the value in the market of the article of the quality contracted for at the time of the delivery, and the amount made by the re-sale of the article actually delivered.

C. P. JONES (*Administrator, &c.,*) *v.* THE PROVINCIAL LIFE ASSURANCE COMPANY.

Life insurance—Circumstances tending to shorten life, knowledge of, and knowledge of tendency of.

A declaration signed by a person about to insure his life, (and which declaration it is agreed shall be the basis of the contract of insurance,) that he is not aware of any disorder or circumstance tending to shorten his life, or to render an insurance on his life more than usually hazardous refers not merely to the knowledge of the assured of the disorder or circumstance, but also to his knowledge that it tended to shorten his life, or to render an assurance on his life more than usually hazardous.

Q. B. MELBOURNE *v.* COTTRELL.

Mortgage—Abortive treaty for—Liability for costs.

Where a treaty for a loan on mortgage goes off, the lender not being satisfied with the title, and there being no stipulation as to title or as to costs on the event of the treaty going off, the proposed lender cannot recover the costs incidental to the investigation of the title.

Q. B. HOBSON *v.* THE OBSERVER LIFE ASSURNACE SOCIETY. *June* 23, *July* 4.

Life Insurance—Statement of Interest in Policy—14 Geo. III. cap. 48, sec. 2.

In a policy of life assurance, the name of the party interested in the life must be inserted, as being the party interested; and a declaration cannot be suppported which states the interest to be in a different person from the person alleged in the policy.

CHANCERY.

V. C. S. NELSON *v.* BOOTH. *June* 24, 25.

Mortgagor and Mortgagee—Separate Estate—Change—Solicitor and Client—Purchase by Solicitor.

The plaintiff, a married woman, was entitled at the date of her marriage to a separate estate for life in hereditaments, which were subject a mortgage for £400. Her husband paid off this mortgage and took possession of the title deeds. He afterwards without the privity of his wife, agreed with B., to whom a debt of £330 was owing for costs which had been incurred by him as their Solicitor in a suit which had been commenced by the wife previously to her marriage, that he would assign to him the hereditaments above mentioned by way of security, for such claim. The husband afterwards became bankrupt and died. B. subsequently purchased from the original mortgagee for £40, a claim of £175 which the latter would have been entitled to add to his claim of £400.

Held, that the husband was entitled to charge the estate of his wife to an extent equal to the amount which had been paid by him; and that the agreement above mentioned, and also the purchase of the £175 were valid and binding on the estate so far as they operated, merely as securities for the amount actually paid by B. A solicitor is not debarred by his position from obtaining from a client a security for a *bona fide* debt.

M. R. WILLIAMS *v.* ST. GEORGE'S HARBOUR RAILWAY COMPANY. *June* 23, 24.

Public Company—Agreements by Promoters.

Agreements entered into by the promoters of a Company before the Act of incorporation, do not bind the Company without subsequent adoption.