The important case of appeal in the matter of *Gill, plaintiff, and Jackson and others, defendants*, will be given at length in the November number. The following extract, from the Judgment of the Chief Justice, shows an important principle to be kept in view in considering school questions:—

"But independently of the question whether the Local Superintendent's decision upon the point, can be thus incidentally overruled in an action, the learned Judge left out of view that the Trustees who imposed and received this rate, were the Trustees *de facto*, and that until they are removed, the acts which they do in the ordinary current business of Trustees must of necessity be upheld, or everything would fall into confusion."

Regina vs. The Municipal Council of Perth, is upon a point not before settled, and of very general importance. This case will also be published in full; in the meantime we copy Mr. Robinson's head note:—

"Owners of land upon a highway have no claim to compensation for anything done by municipal corporations in the proper exercise of their powers, within the line of road as originally laid out.

The applicant owned land, with dwelling-houses and a foundry thereon, fronting upon a public highway. The municipal council passed a by-law for making, grading and gravelling this road, and the effect of the work was to raise the road along the applicant's land from five to twelve feet.

Held, that he was not entitled to an arbitration under 12 Vic., cap. 81, sec. 105, as amended by 16 Vic., cap. 181, sec. 33, to determine the amount of damage to be paid to him, the injuries not being such as could give him any right to compensation."

McMurtry vs. Munro, will be specially interesting to the country practitioner: the note will serve to show the point decided, until we can publish the case at length:—

"Appeal from a County Court. The declaration contained three counts, claiming each £50, but the damages were laid only at £50, and the particulars were for account rendered £55 15s. less by cash £22 10s.—£33 5s. At the trial the plaintiff relied on the count on account stated, in proof of which he produced a draft by himself on defendant for £55 15s. 1d., 'being the balance in full of your account'; and proved that when presented, defendants acknowledged the amount to be correct, but refused to accept it, as he was afraid he would be sued. A verdict having been found for £34 3s. 3d.:

Held, that the claim was within the jurisdiction of the Co. Court; and *Semble*, that the evidence of an account stated was sufficient."

The following cases will also be found very interesting; as before, we copy Mr. Robinson's pithy and terse head notes:—

Taylor vs. Jarvis: this is a most important decision:

"A plaintiff suing one partner alone upon a note made in the name of the firm, *and for a partnership debt*, cannot under his judgment, and execution against such partner, sell the goods of the firm, except in cases of dormant partnership.

A. having a note signed W. B. & Co., and being ignorant of the existence of any other partner, sued W. B. alone and obtained judgment and execution, under which the Sheriff seized the partnership goods. B. afterwards obtained an execution against W. B. and his two partners, who, it appeared in reality, composed the firm. Both claims were for partnership debts, and the property of the firm was not sufficient to satisfy either in full.

Held, that B.'s execution must prevail."

LONDON GAS COMPANY VS. CAMPBELL.

A Gas Company, incorporated under 16 Vic., cap. 173, by resolution of the directors, appointed certain calls on their stock to be paid on particular days named, but by the notices published they were made payable on different days. The defendant had written to the Company enclosing his note for four of the calls, saying, that for the balance he would send his note soon after, and requesting them to accept this offer, as he had been absent in Europe, and had no knowledge of any of the calls: the Company however declined, and brought this action.

Held, that the calls were illegal, being unauthorised by the resolution, and that the defendant was not estopped from disputing them.

FARLEY VS. GILBERT ET AL.

To an action on a note against two defendants, usury was set up, the plea being that plaintiff lent defendant £200, payable in a year, and that the note (for £250) was given therefor. The evidence showed that the loan was to one defendant only, and that the other signed the note merely as his surety, and was no party to the usurious contract.

Held a fatal variance, and that plaintiff must recover.

GRANT VS. LYNCH.

"A. rented a house to B. by lease, dated Sept. 1st, 1854; B. took possession, and on the 17th of May following entered into an agreement with A. for purchase; 'the one-fourth of the purchase money to be paid by approved endorsed note at three months from date, the remainder to be paid in four equal annual instalments, with interest on the amount unpaid at each time of payment—agreement to be drawn and possession given on the 1st day of June next, from which time payment of instalments commences.'

An agreement was prepared before the 1st of June, but was not executed, owing to a misunderstanding about the note, B. not being prepared with such a note as A. would accept.

Held, that the lease was not determined, and that A. might distrain for his rent.

The lease is set out below, and was clearly held to be a present demise, not merely an agreement for lease."

BARTLET VS. THE MUNICIPALITY OF AMHERSTBURGH.

"The defendants, a municipal corporation, having called for tenders for making plank side-walks in December, 1854,