

MAGISTRATES, MUNICIPAL, INSOLVENCY & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

BANKRUPTCY.

The rescission and abandonment by an insolvent firm, of a speculation in which it is interested jointly with another firm, while the result is still uncertain, is in no way a fraudulent preference of the second firm.—*Miller v. Barlow*, L. R. 3 P. C. 733.

CRIMINAL LAW.

Held, following *Regina v. Bird*, 2 Den. C. C. 94, and *Regina v. Phelps*, 2 Moo. C.C. 240, that on an indictment for murder the prisoner cannot be convicted of an assault under 32 & 33 Vic. ch. 28, sec. 5.—*Regina v. Ganes et al*, 22 U. C. C. P. 185.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

ANCIENT LIGHT.

To obtain an injunction restraining the building of a house, because of its diminishing ancient light and air, a substantial diminution must be shown. It appears that in such case a house is entitled not merely to a certain quantity of light sufficient for it, and no more, but to the quantity that has been anciently enjoyed.—*Kelk v. Pearson*, L. R. 6 Ch. 809.

CHARITABLE INSTITUTION.

A testatrix left property, consisting of pure and impure personality, to the Dominican Convent at C., and to the Sisters of the Charity of St. Paul at S., payable to the superior for the time being in each case. The convent was an institution of Roman Catholic females, living together by mutual consent in celibacy, under a common superior, for the purpose of sanctifying their souls by prayer; and said Sisters of Charity formed an institution consisting of women living together by mutual consent, whose primary object was personal sanctification, and who as a means thereto employed themselves in works of piety and charity. *Held*, that the gift to the convent was good as to both the pure and impure personality; and that the gift to the Sisters being to a charitable institution, was good only as to the pure personality.—*Cocks v. Manners*, L. R. 12 Eq. 574.

COLLISION.

A collision occurred between two vessels, the G. and the E., by fault of the former, and the latter's main and fore mast soon went by

the board. Afterward a pilot-boat fell in with the E., and attempted to tow her, but failed; the seaman of the E. might have got on board this vessel at great peril, but they stayed by the E., which was subsequently wrecked. Two of the E.'s men were drowned, and the others were injured. One of the drowned men left a widow with a child *en ventre sa mere*. *Held*, that the deaths and injuries were the natural and proximate consequences of the collision. That it was the seamen's duty to stay by the ship while there was reasonable chance of preserving her, but that if they would have been justified in going on board the pilot-boat, the danger therein created an alternative peril, and that therefore there was no negligence, in the seamen, whichever alternative was adopted. Leave was reserved to the infant *en ventre sa mere* to claim damages if born alive within due time.—*The George and Richard*, L. R. 3 Ad. & Ec. 466.

DESCRIPTION OF LAND.

P., owning land on both sides of a stream, conveyed a piece on the south side described as extending "to the water's edge of the creek, then keeping along the water's edge of said creek with the stream until," &c.; reserving a road fifteen feet wide along the bank.

Held, to pass the land to the centre of the stream.—*Kains v. Turville*, 22 U.C. Q.B. 17.

PAROL AGREEMENT.

An alleged parol agreement said to have been entered into contemporaneously with a covenant under seal, was not permitted to control the covenant, the parol agreement having been proved by one witness only, whose intention to speak the truth was admitted on all hands, but the accuracy of whose recollection was not confirmed by other evidence.—*Levis v. Robson*, 18 Chan. Rep. 395.

TAX TITLES.

1. Land sold for taxes under C. S. U. C. ch. 53, was described in the assessment roll, advertisements, and treasurer's warrant, as the south part of the west half of lot 17, in the 9th concession of Rawdon, 75 acres; and in the sheriff's deed by metes and bounds. *Held*, that according to *Knaggs v. Ledyard*, 12 Grant. 320, and *McDonell v. McDonald*, 24 U. C. Q. B. 74, such description was insufficient.

Wilson, J., but for these decisions, would have held the description sufficient, as meaning the south 75 acres of the west half.—*Booth v. Girdwood*, 22 U. C. Q. B. 23.

2. *Held*, per Richards, C. J., Wilson, J., Mowat, V. C., Galt, J., and Strong, V. C., that the statute 27 Vic. chap. 19, sec. 4, cures all errors as regards the purchaser at a tax sale, if any.