inquiry begun by another than can a judge sitting at Westminster, without a new trial, conduct to judgment a cause opened before a brother judge. We may bring all doubts under leading principles. If a coroner takes an inquisition without view of the body, he may take a second inquisition *super visum corporis*, and that second inquisitisn is good, for the first was absolutely void: (2 Hale P. C. 589.) But if a coroner takes an inquisition *super visum corporis*, and after that another coroner takes an inquisition on the same matter, the second inquisition is void, because the first was well taken: (Fitz. Abr. tit. Coron. 107.) The inquisition begun by Mr. Swann is absolutely void, and therefore the only course open to his temporrary successor is to take a second inquisition *super visum corporis*.—Taking an open verdict, such as Mr. Newton took, is simply recording an expression of opinion which has no legal effect. Had the first inquisition been concluded, but defectively, it might have been quashed, and a second taken by another coroner—not, be it observed, *mero motu*: (*Reg.* v. *Seager*, 29 L. J. 257, Q. B.—*Law Timee.*

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW

NOTES OF NEW DECISIONS AND LEADING CASES.

INSOLVENT, SALE BY—PREFERRING A CREDITOR—A person in insolvent circumstances made a bill of sale of his property to one of his creditors, the consideration therefor being a pre-existing debt, and a sum of money in addition sufficient to make up the price agreed upon as the value of the property sold; the amount of money so received by the debtor being by him paid over with the knowledge of the purchaser, to another creditor; and three months after this sale was completed, the debtor made an assignment of his assets under the Insolvent Debtors' Act. On a bill filed by a creditor for that purpose the sale was set aside and a resale of the property ordered, the proceeds to be applied in payment of the plaintiff's claim, and the residue, if any, to be paid over to the assignee in insolvency.—*Coates* v. *Joslin*, 12 U. C. Chan. Rep. 524.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

CHATTEL MORTGAGE—SALE BY MORTGAGOR—WAIVER.—E. mortgaged a horse to the defendant in April, 1864, and the mortgage contained a proviso that if he should attempt to dispose of the property, the defendant might take possession and sell E. did dispose of the horse to the plaintiff within a few weeks. This mortgage was not refiled, but the defendant took another in February, 1865, for the same money, with other advances. In July, having first discovered the sale, he seized under the proviso.

Held, that having neglected to refile the mortgage and taken another, he had lost his right to seize.—*Curtis* v. *Webb*, 25 U. C. Q. B. 576.

ARREST — AFFIDAVIT TO HOLD TO BAIL — APPLICATION FOR DISCHARGE. — An affidavit on which an order to hold to bail had been issued, stated that defendant was indebted to the plaintiff in $2,615. being the amount of four several promissory notes made by defendant, bearing date the 6th of February, 1866, for $653 75 each, payable respectively at forty days, sixty days, three months, and four months after date; and that said notes were given by defendant for goods purchased by defendant from the plaintiff. On motion to set aside the arrest, it was objected that this affidavit did not shew to whom the notes were made payable, nor in what character the plaintiff held them—but, *Held*, that it was sufficient.

The defendant swore that he had not at the time of his arrest, or of making his affidavit, any intention of quitting Canada with intent to defraud the plaintiff of his debt, but he did not deny or explain any of the facts sworn to by the plaintiff on obtaining the order; and the court, holding that these facts justified the arrest, refused to order his discharge.—*Jones et al.* v. *Gress*, 25 U. C. Q. B. 594.

WILL—DISPOSING MIND—MENTAL CAPACITY OF TESTATOR.—A testator was in an extremely low state at the time of giving instructions for and signing his will, and died soon afterwards; but it appeared that he was considered of testamentary capacity at the time, and seemed to understand and approve of the document; that it was prepared in good faith, in supposed accordance with his wishes and directions; that no question had been suggested as to the validity of the will for more than a year after probate; and his widow, to whom he had devised a life estate in part of his lands, died in the interval; the court sustained the will notwithstanding some doubts suggested by the witnesses at the hearing, as to the mental condition of the testator, and the exact conformity of the will with his wishes.—*Martin* v. *Martin*, 12 U. C. Chan. Rep. 500.