Sessions appealed to. There is no power of adjournment. Where therefore such Court, after proof of entry and notice of the appeal, adjourned the further hearing, by order, until the next sittings, and then made an order quashing the conviction, the orders were quashed. No costs were given, as no objection had been made at the time of adjournment.—*In re McCumber and Doyle*, 26 Q. B, E. T. 516.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

MISREPRESENTATION—ACTION FOR—PLEADING—UNCERTAINTY—Declaration, that the defendants owning the land upon which the Provincial Exhibition was to be held, advertised that certain portions would be let by auction for the purpose of refreshment booths; that the plaintiff attended and leased one of such portions; that at the said auction the defendants made certain statements and representations as to the positions of the gates and entrances to the Fair Grounds, the number of persons to be allowed to sell refreshments, and the relative positions of the booths, on which the value of the plaintiff's letting was estimated and depended, and reylying on which the plaintiff purchased and erected a booth; but that the defendants deviated and departed from such representations, and so changed the position of the gates, and the number of the booths, that the plaintiff's letting became useless to him.

Held, that no cause of action was shewn, for the declaration was for a wrong, and the statements were not alleged to have been false when made, or to have been made in order to induce the plaintiff to contract.

Semble, that the declaration was also bad, in not stating what the representations were, and how departed from.—*Reid* v. *The Board of Agriculture for Upper Canada*, 26 Q. B., E. T. 565.

REPLEVIN—EVIDENCE OF TAKING—DAMAGES.—Replevin will lie in this country, though there has been no wrongful taking, but a detention is alone complained of, and this though the writ and declaration charges both, for every detention is a new taking.

The title of an administrator relates back to the death of the intestate, so as to enable him to replevy goods taken before the grant of administration.

In this case the defendants were the widow of the intestate and her second husband. It was shewn that she had taken possession of and appropriated to her own use the intestate's property, and acts and declarations of both defendants established that the held it together after her second marriage. *Held*, sufficient evidence of a joint taking

Held, also, that the plaintiff might recover as damages the value of any of the property in the defendants' hands at the time of issuing the writ, though not actually replevied.

Semble, if it had been shewn that the widow had paid funeral expenses or debts of the intestate, this might have been allowed in mitigation of damages.—*Henry Deal, Administrator of S. Deal* v. *Catherine and Daniel Porter*, 26 Q. B., E. T. 578.

EXECUTORS—SALE OF MORTGAGE BY—An executor holding a mortgage given to the testator, sold and assigned it, taking the purchaser's promissory notes payable to himself or order.

Held, upon an issue of *plene administavit*, that this in law amounted to a receipt of the original debt, making the executor chargeable with the mortgage as an asset in possession—*Thomas Macbeth* v. *Mary Macbeth, Executrix of Thomas Macbeth*, 26 Q. B, E. T. 549.

PUBLIC FOOTWAY—OBSTRUCTION—DEDICATION—USER.—An action for the obstruction of a public way is not maintainable, unless the plaintiff has sustained some particular damage peculiar to himself and in excess of that suffered by the public.

The plaintiff showed no other damage than that on several occasions he, in common with all persons who then made use of the footway, had been obliged, owing to his not being able to pass the obstruction, to turn back and proceed by a less convenient road; and that on other occasions he had been delayed while he removed the obstruction before he could proceed.

Held, that he was not entitled to maintain an action for the obstruction of the footway.

Evidence was given of the public user of the footway for nearly seventy years, during the whole of which time however, the land over which the footway passed had been on lease.

Held, that the judge had rightly directed the jury in telling them that they were at liberty to infer a dedication to the public at any time prior to the lease being granted.

Although leave only to enter a non-suit is reserved at the trial, the Court will, when the plaintiff has obtained a verdict on a material issue, order a verdict to be entered for the defendant on another issue, and will not enter a non-suit if they consider such a course most conducive to the interests of justice.—*Winterbottom* v. *Lord Derby*, 16 W. R. 15.