

solemn and pathetic in the extreme by the immediate presence of death, were the true exposition of all real and good reform—the basis on which all lasting good work must be built. "Sympathy," and especially "between classes,"—the subtle interchanges of sentiment and experience—is worth all the theoretical morality in the world in legislative and social labours. More especially and vividly does this apply to the subject of the rights of employer and employed. Whatever defects there are must be remedied in a sympathetic spirit of justice to both. The thousands who fill the posts of domestic servants must be taught that they are held as "our own flesh and blood," though in a lower social sphere. And the thousands whom they serve must have security for honest service and protection against idle tongues and ready opposition. To heal differences and to promote good feeling is not the work of the legal reformer, save in so much as his efforts give tangible aid to the social preacher. By these combined efforts good may be done: but to expect a solution of a vexed and important question from an Act of Parliament, is tantamount to expecting a rare plant to bloom into vigour and beauty in a day. Individual exertion is needed, individual labour and individual influence. These, in combination with judicious and well-weighed legislative action, are the only remedies for grievances which, well or ill-founded, certainly exist in the minds and memories of many masters and servants.

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MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

INSOLVENCY ACT—APPEAL.—Notice of the application for an allowance of appeal must be served within eight days from the day on which the judgment appealed from is pronounced, but the application itself may be after the eight days.

Where the notice was served in time, but named a day for the application, which did not give the time the insolvent was entitled to, and was irregular in some other respects, the notice was held amendable in the discretion of the judge.—*Re Owens*, 3 U. C. L. J., N. S., 22.

CORPORATION—CONTRACT ULTRA VIRES—EXECUTED CONSIDERATION.—Defendants being a Joint Stock Road Company under Consol. Stat. U. C., ch. 49, contracted with the plaintiff to build for them four additional miles, an extension of the road originally contemplated, and to pay him by the tolls to be collected there and on three other miles of the road. This mode of payment was not authorised by the act (sec. 32), but the plain-

tiff built the road, the defendants accepted it and levied tolls upon it, and after handing them over to him for some time, refused to allow him to receive more, or to pay him for the work done.

Held, that they were liable upon the common counts.—*Thornton v. The Sandwich Street Plank Road Company*.—25 U. C. Q. B. 591.

GENERAL LIABILITY AND JURISDICTION OF MUNICIPAL CORPORATIONS AND OFFICERS—POWER TO MAKE NOTES. &c.—Agents, officers, or even a city council of a municipal corporation, cannot bind the corporation by any act which transcends their lawful or legitimate powers. And this rule applies to the issue of negotiable as well as non-negotiable evidences of debt.

The duties and powers of the officers of a municipal corporation are prescribed by the statute, and every person dealing with them as such may know, and is charged with knowledge of the nature of these duties and the extent of these powers.

A corporation may set up a plea of *ultra vires*, or its own want of power under its charter or constituent statute to enter into a given contract, or to do a given act, in excess of its corporate power and authority.

Negotiability will not validate obligations which are not binding because of want of power to make them.

Warrants drawn by the proper officers of a municipal corporation on the treasurer thereof, are not bills of exchange, but are, in legal effect, the promissory notes of the corporation.

Municipal corporations have and can exercise only such powers as are expressly granted, and such incidental ones as are necessary to make these powers available, and are essential to effectuate the purposes of the corporation; and these powers are strictly construed.

When the officers of a city have no express power, to issue for current, ordinary debts, negotiable paper which shall be free from equities in the hands of purchasers, and it is not necessary as an incident to those granted, or to carry out the purposes and objects of the corporation, it cannot be held to exist by implication.

The assignee of warrants drawn by the officers of a municipal corporation on the treasury thereof, is bound, at his peril, to ascertain the nature and extent of the powers of such officers and of such corporation.

The want of corporate power or the want of authority in the municipal officers, cannot be supplied by their unauthorized action or representations.

Warrants issued by a municipal corporation in payment of a judgment at the rate of one dollar