and that the plaintiff must be taken to have been cognizant of it when he became their tenant; that M. might, without the license of the defendants, have occupied a reasonable portion of the highway, the by-law apparently merely restricting, without expressly conferring, the right of occupation; that the market being fixed on a public highway, which is *primâ facie* for purposes of public travel, the exercise of the rights incident to such market must be subordinate to the primary and principal purposes of the highway; that there was no such implied covenant for quiet enjoyment as the plaintiff asserted, for there could not be in the highway any such absolute and exclusive enjoyment as he claimed was secured to him. (*Reynolds* v. *The Corporation of the City of Toronto*, 15 U. C. C. P., 276.)

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

Insolvency.—Payment to a Particular Creditor.—Fradulent Preference.—Where a debtor, on the eve of bankruptcy, hands over to a particular creditor assets which ought to be distributed amongst all his creditors, the question of whether such an act is a "fraudulent preference," is one of fact, and should be left to the jury to decide upon, having regard to all the circumstances of the case.

A spontaneous payment by an insolvent is, *primâ facie*, fraudulent; but the presumption of fraud may be rebutted by showing any circumstances from whence it may be inferred that the debtor had not the intention to defeat the operation of the bankrupt law, but was actuated by a different motive—*e. g.*, by the desire to fulfil a previous undertaking, believed to be peremptory to pay a particular creditor on a particular day. (*Bills* v. *Smith*, 13, W. R., 407.)

Guarantee.—A guarantee for the debt or default of a third person must contain the name of the person to whom it is intended to be a guarantee, as well as the name of the person whose debt or default is guaranteed. (*Williams* v. *Lake*, 2 Ell: & Ell., 349.

Contract for purchase—Risk—Fire.—Where a person enters into a binding contract for the purchase of a house, so strict is the rule that property remains at the sole risk of the purchaser, after the contract, that if the house, being previously insured, is burnt down, the contract being silent on the subject, the purchaser has no right to the policy money. (*Poole* v. *Adams*, 12 W. R., 683.)

Distress.—Tender of Rent.—Although where a bailiff is authorised to distrain for rent there may be an implied authority in him to receive the rent in the absence of the landlord, yet this implied authority does not extend to the bailiff's man, who happens to be left in possession of the distress. Tender to the bailiff's man *held* a bad tender, the bailiff himself being within a convenient distance, and being authorised to receive the rent. (*Boulton* v. *Reynolds*, 2 Ell. & Ell. 369.

Distress.—Mode of Entry.—A distress made by getting over a fence from an adjoining garden, and so in at the back door, which was on the latch: *Held*, not to have been wrongful. *Eldridge* v. *Stacy*, 15 C. B., N. S., 458.

Landlord and Tenant.—Nuisance.—Where a landlord lets premises without a nuisance upon them, but the tenant creates one, the landlord is not liable; but if there be a nuisance on the premises when he lets them or relets them, he is liable; and the fact of not terminating a tenancy from year to year is for this purpose equivalent to a reletting. (*Gandy* v. *Jubber*, 12 W. R., 526.

Sale of Land.—Consideration.—Where a sale of real property has been made by an old infirm and ignorant person, without the assistance of proper advice, the sale will be set aside unless the purchaser shows that full value was given. (*Baker* v. *Monk*, M. R.; 12 W. R., 521.

Contract by Wife.—The implied authority of a wife living with her husband to bind him by the purchase of necessaries, suitable to his condition of life, is a mere presumption, which may be rebutted; and in the present case it was held that the implied authority of the wife was rebutted by proof that he had forbidden the wife to purchase on credit, saying he would supply her with money or with goods; although such revocation of authority was not made public. *Dissentiente* Byles J., who considered that the private arrangement between the husband and wife could not affect the apparent authority of the wife. Citing *Johnston* v. *Summer* 3 H. & N. 261. (*Jolly* v. *Rees*, C. P.; 10 Jur., N. S., 319.)