but was not aware of the Chancery proceedings.

Held, that the sale was valid, for that notwithstanding that the sale took place after the dissolution, it was so made, as the evidence shewed, by G. D., the continuing trader, in the legitimate exercise of his right of disposal of the partnership assets to meet existing demands against the partnership, and for converting the assets into money in the interest of the partners.

Drew, Q.C., for the plaintiff.

Guthrie, Q.C., for the defendant.

Waffles v. Ball.

Assessment and taxes—Advertisement—Taxes in arrears for three years—32 Vict., cap. 36, secs. 18, 128, 155, O.

Held, that, under sec. 155 of 32 Vict., cap. 36, O., the insufficiency of the advertisement of a tax sale cannot be set up when the two years have elapsed after the execution of the tax deed without the sale being questioned.

On the 18th of July, 1873, a warrant was issued, and on the 18th of December following the land in question was sold for the taxes imposed in 1870, and in arrear for that year.

Held, that the sale was valid, for that under sec. 128, in conjunction with sec. 18 of the Act, the taxes must be deemed to have been due for and in the third year when the warrant issued.

McCarthy, Q.C., for the plaintiff.

Lount, Q.C., for the defendant.

Brogden v. Manufacturers' and Merchants' Mutual Fire Insurance Company.

Insurance—Title—Incumbrances—Pleading—Building—Ownership.

In an action on a policy of insurance on a frame building, it appeared that the plaintiff purchased certain land from an infant for $60, which he was to pay, and get a deed therefor, in three years, when the infant would come of age. The plaintiff erected on the land, on cedar posts, the frame building in question.

In the application the plaintiff stated, in answer to the questions as to title and incumbrances, that he was owner, and that the property was incumbered to $60. By a clause in the application the insured was stated to covenant the truth of the statements in the application, so far as known to him and material to the risk, and that the application was to form part of and be a condition of the policy, but there was no condition in the policy itself making the application part of the policy.

Held, that a plea setting up that by one of the conditions of the policy the application was to be part of the policy, and averring misrepresentation as to the ownership of the property, failed to raise the defence attempted to be set up.

Held, however, that the answer was correct as to the building, for that the defendant was the owner of the building, and if the minor, on his coming of age, had refused to carry out the agreement, the plaintiff could have removed it.

Guthrie, Q.C., for the plaintiff.

J. H. Ferguson, for the defendants.

Coulson v. O'Connell.

Costs—Title to land—Certificate.

To an action against the defendant for negligently setting out fire on his land, which spread to the plaintiff's land and damaged his woods, the defendant, amongst other pleas, pleaded that the land and property were not the plaintiff's. There was a verdict for the plaintiff, with $50 damages, but no certificate for costs.

Held, following *Humberston* v. *Henderson*, 3 P. R. 40, that the plea raised the question of title to land, and that the plaintiff was, therefore, entitled to full costs without a certificate.

Lount, Q.C., for the plaintiff.

McCarthy, Q.C., for the defendant.

McKenzie v. Montreal and Ottawa Junction Railway Company.

Debentures—Coupons—Assignee—Right to recover.

By sec. 13 of 34 Vict., cap. 47, D., the defendants' Act of incorporation, the defendants were empowered to issue bonds or debentures in such form and amount, and payable at such times and places, as the direc-