

Q.B.]

NOTES OF CASES—CORRESPONDENCE.

RE HAMILTON & COUNTY OF BRANT.

"Temperance Act, 1864"—By-Law—Defects in submission.

To a by-law passed under the Temperance Act of 1864 it was objected that the notice did not state how long the poll was to be kept open in each polling place.

Held, not necessary.

Held, also, that the aggregate number of names on the assessment roll does not govern in deciding the number of days the poll is to be kept open in each municipality, but that in making up the voters list the names of women, minors and other non-voters might be omitted.

Robinson, Q.C., with him *H. J. Scott*, for applicant.

Smythe, contra.

CHANCERY.

TAYLOR V. BROWN.

Chancellor.]

[Oct. 3.

Redemption suit—Money paid for mortgagor.

The plaintiff was indebted to one McLeod, who sued out execution against the lands of plaintiff, and in order to save them he was induced by the promises of Mrs. C. Brown to convey the same to her in security, she undertaking to pay the amount of McLeod's claim. Instead of paying the debt she allowed the Sheriff's sale to proceed, and her son, the defendant, F. Brown, attended and bid in the lands as agent of his mother, and the Sheriff by deed poll conveyed the same to her. \$75 was paid on account of the execution debt by or for Mrs. Brown, and a short time afterwards she died, when the Sheriff, in order to obtain the balance of the claim, proceeded again to sell the land, and F. Brown again attended, avowedly on his own behalf, and bid off the land, paying the balance of the debt and costs, and procured a deed in his own name from the Sheriff, and subsequently set up a claim to hold the land as absolute owner under the Sheriff's deed. Thereupon the present suit was instituted. A decree having been made declaring the plaintiff entitled to redeem, accounts were taken before the Master at Windsor, who allowed to the defendants the sum of \$75 paid by Mrs. Brown, and also the amount paid by F. Brown on the second sale, charging the defendants with rents and profits received, and found a balance due them of \$121.12. The plaintiff thereupon appealed from the Master's finding, contending that he should not have given F. Brown credit for the am-

ount paid on the second sale which was void and ineffectual to pass any interest to the defendant, and that the amount Brown paid or was paid in his own wrong.

THE CHANCELLOR, after hearing counsel, dismissed the appeal with costs, observing in the course of his judgment that "it would seem that if the plaintiff had not charged the defendants with rents and profits, &c., F. Brown could not claim against him the amount paid by Brown to the creditor," quoting the words of Lord Romilly in *Teasdale v. Sanderson*, 33 Beav. 534, who, on allowing a joint tenant for improvements made by him on the joint estate where he was sought to be charged with rents and profits said, "I think these accounts must be reciprocal, and, unless the defendant is charged with an occupation rent, he is not entitled to any account of substantial repairs and lasting improvements on any part of the property."

CORRESPONDENCE.

Fusion of Law and Equity.

TO THE EDITOR OF THE LAW JOURNAL.

DEAR SIR,—When we find such a subject, one of so great importance to our profession and the country, used merely as a text for stump speeches, without the slightest desire to make it intelligible either to the profession or the country—merely as an instrument by whose aid one party politician may wound the reputation of his rival, I feel you will agree with me it is high time to have it discussed fairly, thoroughly and impartially in the only place it has any chance of being so treated, viz., in your pages.

That sort of discussion of it has advanced it no further than this—the Hon. Mr. Macdougall twits the Hon. Mr. Mowat with having so long neglected to give us that much needed measure which he contends was always so easily accomplished, that it could be effected simply by passing such an act for Canada as the English Law and Equity Fusion Act, which he, Mr. Macdougall, would immediately do if put in Mr. Mowat's place, to which Mr. Mowat retorts—it will not improve