

on their behalf that the account should be taken by allowing one salary to all these officers, based on the sum of \$6,760.25, making the deduction on said amount, apportioning such deduction *pro rata* amongst each incumbent, and charging each with the amount so ascertained.

Held, contra, that the Master was right in rejecting this basis of computation, and in allowing the county only on the amount received by each of the several persons, thus letting the two latter out from an contribution, and making the contribution due from the estate of James Ingersoll \$317 only, instead of \$1,074, which would have been due on the other computation.

The meaning of s. 98 of the Statute is that each Registrar is not to account to the county for any sum whatever until after he has received the sum of \$2,500, after which he is entitled to receive ninety per cent. of the excess of \$2,500 up to \$3,000, and after that eighty per cent. up to \$3,500, and so on, according to the scale provided by the subsequent section. The Act being in derogation to the rights of Registrars as they previously existed, under the common law must be construed strictly.

Ball, Q.C., for the appellants, the Corporation of Oxford.

W. Nesbitt, for the executor.

Robertson, J.]

[July, 6.

Re GRACY AND THE TORONTO REAL ESTATE CO.

Vendor and purchaser—Married woman—Conveyance by—Joinder of the husband.

A married woman, married between 1859 and 1872, acquired before the year 1868 a vested remainder in land subject to a life estate, and in 1886, the life tenant still being alive, conveyed her remainder, by deed, without her husband.

Held, that the conveyance was valid to pass the whole estate, and the life tenant having since died, a good title in fee simple under the conveyance could be made.

E. D. Armour, with him *G. G. S. Lindsay*, for the vendor.

E. T. Malone, for the purchaser

Practice.

Court of Appeal.]

[May 8.

MERCHANTS' BANK v. LUCAS.

Evidence—Court of Appeal—Application for leave to adduce further evidence.

The defendants, upon their appeal from a Divisional Court, applied for leave to adduce further evidence to corroborate or strengthen that already taken upon a point which was argued before the Divisional Court, and decided adversely to the applicants.

The application was refused.

General remarks, per *PATTERSON*, J.A., on the reception of further evidence by appellate courts.

McCarthy, Q.C., for the applicants.

Robinson, Q.C., contra.

Armour, C.J.]

[June 29.

COUSINEAU v. CITY OF LONDON FIRE INSURANCE CO.

Mistake—Effect of offer—Release—Costs "as between solicitor and client."

A party cannot be released from an offer, deliberately made to and accepted by the opposite party, on the ground that his offer turns out to have some different effect from what he supposed it would have.

Costs "as between solicitor and client" in an action includes such costs as a solicitor can tax against a resisting client under the general retainer only to prosecute or defend the action.

Aylesworth, for plaintiff.

C. Millar, for defendants.

C. P. Divisional Court.]

[June 29.

LIVERNOIS v. BAILEY.

Costs, scale of—Setting off costs—R. S. O. (1877) c. 50, s. 347, ss. 3.

In an action for damages for breach of a contract, the jury awarded the plaintiff \$68.50, and the trial judge entered judgment for that amount, and certified to entitle the plaintiff to costs on the Division Court scale, and to pre-