

guardian should be obtained to the conveyance to the surviving partner under sec. 8 of the Devolution of Estates Act, R.S.O. 1897, c. 127.

Held, that the latter Act did not apply as the property devolved by operation of law upon the personal representative *virtute officii* and not by virtue of the statute and that the children were not concerned or interested in the land in any sense contemplated by the Act.

Joseph Montgomery, for vendor. *Holmar*, K. C., for purchaser.

Teetzel J.] REX EX REL. MACNAMARA v. HEFFERNAN. [April 14.
Municipal councillor—Judgment against, by council—Disqualification—Interested in "Contract."

The object of s. 80, of Municipal Act, 1903, 3 Edw. VII., c. 19, (O.) as to prevent anyone being elected to a Municipal Council whose personal interest might clash with those of the Municipality: and the word "contract" used therein must be construed in its widest sense: and a member of a Municipal Council against whom that corporation held an unsatisfied judgment for costs was unseated as being disqualified under that section. Judgment of the County Court of the County of Bruce affirmed.

J. H. Spence, for the appeal. *Ludwig*, contra.

Province of Nova Scotia.

SUPREME COURT.

Full Court.] McNEIL v. CULLEN. [March 8.

Promissory note—Agreement set up in answer to action.

To plaintiff's claim against defendant as maker of a promissory note for \$238.58, the defence was set up that in consideration of defendant's forbearance to commence proceedings in the Probate Court for proof in solemn form of the will of A.C., plaintiff agreed to advance defendant on account of a legacy to which she was entitled as guardian of her infant children a sum of money to be expended in repairs of property of her said children, and that plaintiff not having the money required for that purpose requested defendant to sign a note for the amount which note was endorsed by plaintiff to a firm which had done a portion of the repairs, and that said note was given on the understanding that plaintiff would pay it when it became due and would deduct the amount from the amount payable to defendant as guardian of her said children.