

had requested C. to live with him and take care of him until he died, which defendants would not permit her to do. The deed in question purported to be in consideration of grantees paying testator's debts and maintaining him for the rest of his life.

Held, affirming the decision of the supreme court of Nova Scotia, that the evidence showed that the deed was given for valuable consideration, and that undue influence was not established. C., therefore, could not maintain her action.

Appeal dismissed with costs.

King, Q.C., for appellant.

Russell, Q.C., for respondents.

CITY OF TORONTO v. GILLESPIE.

Ontario.]

Municipal corporation—Local improvement—Notice to rate-payers—By-law—Variance from notice.

The corporation of Toronto, wishing to construct, as a local improvement, a stone roadway on one of the streets of the city, gave notice to the owners of the properties thereby, as required by s. 622 (2) of the Municipal Act, of such intended improvement, in which notice the proposed work was the construction of a "macadam roadway" on Bloor street, etc., and the payment of the cost was to be made by special assessment on the properties benefited, payable "in five and twenty" equal payments. By the by-law passed for its construction the work was described as "a macadam and granite set roadway and stone curbing," and the cost was to be paid in five years. On an application to quash the by-law it was not shown that the work as described in the by-law was identical with that mentioned in the notice.

Held, affirming the decision of the court of appeal (19 Ont. App. R. 713), that the by-law was invalid on account of the said variances from the notice, and it was properly quashed.

Appeal dismissed with costs.

Biggar, Q.C., for appellants.

Aylesworth, Q.C., for respondent.

DAVIES v. McMILLAN.

British Columbia.]

Sheriff—Action against—Trespass—Sale of goods by insolvent—Intent—Bona fides—Judgment on interpleader issue—Estoppel.

K., a trader in insolvent circumstances, sold all his stock in