Re Union School Section No. 9, Arthur.

This is a motion to set aside an award of county judges, arbitrators under sec. 48 of the Public Schools Act. Held, that whole proceedings were one matter and the award could not be sustained in part, and quashed as to the remaining provisions. The disso lution of Union S. S. No. 9 was only asked for as part of a scheme to form the two new union sections; that in order to carry out the scheme as a whole, a valid petition was required from ratepayers of each of the townships to the respective councils; that the petition to Egremont was not sufficiently signed, and was invalid on that ground; that all of the petitions should have set forth the lands or lots which the petitioners wished to have formed into new sections respectively, and that none of the petitions having done so, they were all invalid; that new Union School Section No. 9, of Arthur and West Luther lies in one county, and therefore the proceedings should have been such that an appeal resp cting the formation of that section would lie to the county council of Wellington; that the petitions being invalid the Minister of Education had no jurisdiction. Order made setting aside award, with costs.

Sawers vs. City of Toronto.

Judgment in action tried at Toronto, brought by the plaintiff, who resides at 122 Macdonell avenue, Toronto, to have it declared that proceedings to distrain, taken by defendants, were illegal; and for repayment of $17.92 paid in respect of the promises for the taxes for year 1899; and for damages for alleged trespass and assault, etc., by bailiffs of defendants. The plaintiff was not assessed for the premises which he purchased from mortgagee under an agreement to buy in 1898, which was cancelled in May, 1901. Held, that plaintiff is more than occupant, he is "owner" within the meaning of that word as used in R. S. O., chap. 224, sec. 135. He was in possession under the agreement for the whole of the year 1899, and had promised to pay the taxes, etc., for that year, and though the agreement is not under the seal of the company, there was part performance as against it, nor is there evidence showing that the terms were changed, and he became a mere tenant; McDougall v. McMillan, 25 G. P. 75 and 92, is in point as to the term "owner." See also re Flatt. 18 A. R. 1, and York v. Osgoode, 21 A. R. 173, 24 S. C. R. 282, the latter of which is clear to show that no estoppel arises to prevent the real ownership being discovered, which vested in the plaintiff, who is made liable by sec. 135 (3). "Local improvement rates" are grouped with other taxes by sec. 60, and are included in the collector's roll by sec. 129, and when his duties are defined and manner of collection provided, these are blended with and not distinguished from other assessments, and are, therefore, "taxes" to be collected: Secs. 133 to 135. Held, also, that the two bailiffs in the warrant is no objection. No warrant need be drawn up, and anyone acting as bailiff may be authenticated as such by subsequent recognition on the part of the collector. Held, also, that after first distress made in the morning, the bailiff was induced to withdraw on the production by plaintiff, who declared he was a tenant only, of a receipt for rent, but the chief bailiff having discovered later in the day the installment, it was competent for him forthwith to return and continue the first lawful taking: Wollaston v. Stafford, 15 C. B. 278; and it is doubtful whether there was any abandonment by the first bailiff quitting to consult the superior bailiff: Bannister v. Hyde, 2 Ell. & Ell. 627, and, therefore, the question of the outer or inner door need not be considered; and as to the alleged assault, one party was as much to blame as the other. Action dismissed with costs.

Re Stratford Waterworks Company.

Appeal by the Stratford Waterworks Company from their assessment as being excessive.

Held, the statute 1, Edward VII., chap. 29, sec. 2, sub.-sec. 18 (a) and 18 (b), is not retroactive, and does not effect the assessment in question, which was made and confirmed by the court of revision before the Act came into force.

Quaere, whether even if the Act be retroactive, it in any way affects or changes the principle of assessment governing such corporations. All that is enacted is that the property shall be valued as a whole, or as an integral part of a wh le, instead as formerly, by wards separately. Thus it leaves untouched the law as decided by in re Bell Telephone Co. (1898) 25 A. R. 351; in re London Street Railway Co. (1901) 27 A. R. 83; in re Queenston Heights Bridge Assessment (1901) O. L. R. 114, that as real property, the value shall be estimated at its actual cash value, as it would be appraised in payment of a just debt from a solvent debtor, without regard to cost, revenue, its franchise, or as a going concern. This standard, by the Act of last session, is now applied to the property in its larger area as extended by the statute in question, but the standard remains the same.

Held, also, that when there enters into such value the possibility of being able at some future time to get a franchise in each ward distinct from the other wards, the evidence of witnesses fixing value by wards is too remote to prevent the application of the law as now settled; as also is the chance at some future time of getting a franchise to connect the wards one with another.

Appeal allowed, and the assessment reduced to $19,250.

Re Board of Public School Trustees, 5, Cartwright and Township of Cartwright.

Judgment on motion by trustees for mandamus to the council of the township of Cartwright to pass a by-law under R. S. O., c. 292, section 70, authorizing the issue of debentures for $1,000 for the purchase of a school site and the erection of a school-house. Held, that the award is good on its face and there may be good grounds of waiver or estoppel, which would have afforded an answer to a substantive motion to set it aside. There are manifest objections to considering its validity on the present issue and between the present parties. The council positively refused to take upon itself the responsibility of declaring the award to be null and voil *ab initio*. Motion refused with costs.

Jones vs. Township of Stephenson.

Notice of an accident and the cause thereof required by R. S. O., clause 223, section 606, (3), must now, by 62 Vic., clause 25, section 39, be given to each of the municipalities where the claim is against two or more so jointly responsible for the repair of the road. Leizert vs. township of Matilda, 26 A. R. 1, not now applicable. Where notice in writing was given to one township municipality of two sued as jointly liable, but not to the other, it appeared that the reeve of the latter had been verbally notified by the plaintiff and had then promised to write and had written to the reeve of the former, after which both reeves attended with the plaintiff and examined the place of the accident, and the reeve of the latter afterwards wrote to the plaintiff advising him that the township corporation did not recognize his claim because it was considered that the loss arose from the fault of the plaintiff, and all this within 30 days of the accident.

Held, that there was no waiver.

Reg. v. Reid.

This was a motion by defendant for an order nisi to quash conviction of defendant for selling milk at the city of Ottawa contrary to by-law, which requires vendor to procure a test of every milch cow by a registered veterinary surgeon for the diagnosis of tuberculosis. The by-law is alleged to have been passed, pursuant to R. S. O., ch. 250, providing for inspection of milk supplies in cities and towns which Act, pursuant to the terms of section 4, sub-sec. 3, add to 61 Vict., chap. 23, sec. 22 (O.), and 62 Vict. (2), chap. 23, sec. 53 (O.), has not yet come into force. Order made.

"We might as well come to an under standing at once," said the angry husband. It's hard for you to hear the truth, especially from me, but"—

"Indeed it is," interrupted the patient wife. "I hear it so seldom."