

DIARY FOR NOVEMBER.

1. SUN. .21st Sunday after Trinity.
8. SUN. .22nd Sunday after Trinity.
11. Wed. .Last day for service for County Court.
15. SUN. .23rd Sunday after Trinity.
16. Mon. .Michaelmas Term begins.
20. Fri. .Paper Day, Queen's Bench, New Trial Day, Common Pleas.
21. Sat. .Paper Day, Common Pleas. New Trial Day, Queen's Bench. Declare for County Court.
22. SUN. .24th Sunday after Trinity.
23. Mon. .Paper Day, Queen's Bench, New Term Day, Common Pleas. Last day to set down for re-hearing.
24. Tues. .Paper Day, Common Pleas, New Term Day, Queen's Bench.
25. Wed. .Paper Day, Queen's Bench. New Term Day, Common Pleas. Appeal from Chancery Chambers, Last day for notice of re-hearing.
26. Thurs. Paper Day, Common Pleas.
27. Fri. .New Trial Day, Queen's Bench.
29. SUN. .1st Sunday in Advent.
30. Mon. .St. Andrew. Paper Day, Queen's Bench. New Trial Day, Common Pleas. Last day for Notice of Trial for County Court.

The Local Courts'

AND

MUNICIPAL GAZETTE.

NOVEMBER, 1868.

TAX SALES.

We continue the synopsis of the case bearing on this subject, which was commenced in our last number.

6.—ADVERTISEMENT.

The omission to advertise the intended sale of lands in the county local paper, the advertisement being regularly published in the official *Gazette*, does not invalidate the sale: it does not on common law principles avoid a sale of lands under execution: *Jarvis v. Brooke*, 11 U. C. 299.

The omission to advertise lands in the local paper, for the purpose of giving effect to the sale under the special provisions of 16 Vic ch. 183, secs. 7, 8, which required the advertisements to be in the official *Gazette*, and in a newspaper of the county, was held to avoid the sale.

"The omission of either of these advertisements interposes an insuperable obstacle to the application of the remedial portion of the Act in favour of purchasers at such sales:" *Williams v. Taylor*, 13 C. P. 219.

The case of *Hall v. Hill*, 22 U. C. 578, is opposed to the decision of that Court in 11 U. C. 299 in this respect; and in *Hall v. Hill*

the Court said the decision of *Williams v. Taylor*, "though under a different Statute, was upon a case very analogous in principle; and if it were necessary for the decision of this case, we should, as at present advised, arrive at the same conclusion."

The publication in the *Canada Gazette* for thirteen weeks, from and including the 1st of August to and including the 24th of October, 1857, though not an advertisement for three months, which would have required the advertisement to be continued till and to include the 31st of October, did not render the sale invalid: the Statute was directory in this respect, and the partial omission was an irregularity.

This was the decision of the Chancellor in *Connor v. Douglas*, overruling the opinion of the Referee of titles. The matter is now in appeal from the Chancellor's judgment.

7.—SALE.

The sale of part of a whole lot, which lay in two concessions, for arrears alleged to be due upon one-half, was illegal, because there was no such distinct half to be assessed: the assessment should have been on the whole lot: *Doe d. Upper v. Edwards* 5 U. C. 594; *Munro v. Grey*, 12 U. C. 647. See also *McDonald v. Robillard*, 23 U. C. 105; *Laughenborough v. McLean*, 14 U. C. 175; *Ridout v. Ketchum*, 5 C. P. 55; *Black v. Harrington*, 12 Grant, 175; *Christie v. Johnston*, 12 Grant, 534.

A sale for a total charge of £5 11s. 8d., of which only £1 8s. had been legally imposed, was held to be void *in toto*: *Doe d. McGill v. Langton*, 9 U. C. 91; *Irwin v. Harrington*, 12 Grant, 179.

The good rates being separable from the bad rates, held, not to defeat a distress *in toto*: *Corbett v. Johnston*, 11 C. P. 317.

See the observations of Draper, C. J., in *Townsend v. Elliott*, 12 C. P. 224, and *Allan v. Fisher*, 13 C. P. 72, doubting whether the sale of lands would be wholly defeated, but conceiving he was bound by the decisions he mentioned.

A sale of land described as granted, will prevail against the subsequent patentee: *Charles v. Dulmage*, 14 U. C. 585; *Ryckman v. Van Voltenburgh*, 6 C. P. 885.

A purchase made in April, 1839, but not carried out by the purchaser, would have