

C. P.]

NOTES OF CASES.

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der the authority of the Act ; and by sec. 15 no deed or mortgage of such lands shall be valid unless the wife of the locatee is one of the grantors with her husband and executes the same.

The patent in this case, of lands in the Free Grant District, granted the land absolutely to the patentee, without stating any of the requisites of sec. 16. The patentee mortgaged the land to the plaintiffs, his wife being a party to and executing the mortgage to bar dower.

Held, under the circumstances, that the land could not be deemed to have been patented under the said Act, and therefore it was not essential that the wife should execute the mortgage as a grantor ; but even if essential, the wife being a party and executing the deed to bar her dower was a sufficient execution as such grantor within the meaning of the Act.

George Mackenzie for the plaintiffs.

Hector Cameron, Q.C., for the defendant.

CORPORATION OF STAFFORD V. BELL.

Surveyor—Negligence in making survey—Action for—Evidence.

Action against the defendant, a Deputy Provincial Land Surveyor, for negligence and unskilfully running the lines for the road allowances between lots 9 and 10 in the 1st, 2nd, 3rd and 4th concessions of the Township of Stafford, when employed by the plaintiffs to run such lines.

Held, *OSLER*, J., dissenting, that the evidence set out in the case established the negligence and unskilfulness of the defendants and that the plaintiffs were therefore entitled to recover.

Read, Q.C., for the plaintiffs.

Robinson, Q.C., for the defendant.

FENTON V. COUNTY OF YORK.

Administration of criminal justice—Expenses payable by county—County attorney—Mandamus.

On an application for a Mandamus to the County Board of Audit commanding them to rescind their order for the deduction of certain items amounting to \$39.92 charged by the County Attorney for expen-

ses incurred in the administration of criminal justice in the county, and which had been allowed on a previous audit, but disallowed on the audit of subsequent accounts because the Government had refused to pay them out of the Consolidated Revenue Fund of the Province, as not being mentioned in the schedule to the Act, R. S. O. chap. 86.

Held, that under the said Act only such of said expenses as mentioned in the schedule are payable out of the Consolidated revenue, and that the other of such expenses must be borne by the municipality out of the county fund.

Æ. Irvine, Q.C., for the plaintiff.

J. G. Scott, Q.C., for the Crown.

J. K. Kerr, Q.C. for the defendants.

CORNEIL V. ABELL.

Chattel mortgage—Description of goods—Sufficiency.

In a Chattel Mortgage certain of the goods and chattels were described as follows : "One brown stallion ten years old, one bay horse eight years old, one black mare nine years old."

Held, a sufficient description.

Macbeth, for the plaintiff.

Riordan, for the defendant.

DOUGLAS V. FOX.

Shade trees on highways—Right of action by owner of adjacent land for injury thereto.

Held, that the owner of land adjoining a highway has such a property in the shade trees opposite his land so as to entitle him to maintain an action to recover damages against a wrong doer for cutting down and doing damage thereto.

Hagel, for the plaintiff.

G. B. Gordon, for the defendant.

McKAY V. McKAY.

Covenant—Right to convey—Reformation deed.

To an action against defendant as administratrix of one J. McKay, for breach of covenant by the said J. McK., that he had the