78, s. 27, is not the day of polling, but the day on which the City Council declares the person to be elected; and the same rule applies where an election is held to supply an extraordinary vacancy which occurs during the year.—*Donnelly* v. *Kennedy*, Tait, J., June 28, 1887.

Sale of immovable free and clear for cash—Hypothecs existing on property—Purchaser not bound to execute deed unless property is clear—Evidence.

Held, 1. (Following *Burroughs & Wells*, M.L. R., 3 Q.B. 492)—That where real estate is sold free and clear of incumbrances, the purchaser to pay the price in cash to the vendor, and it appears that the property is charged with hypothecs, the purchaser is not bound to execute a deed until the vendor has caused the hypothecs to be discharged.

2. It is not necessary that the acceptance by the vendor of an offer to purchase an immovable be expressed in writing. Acceptance may be shown by acts of the vendor, or his agent, such as preparations to vacate the property, interviews between the parties, etc.

3. Evidence of payment of a hypothecary claim registered against an immovable, must be made by the production of a duly registered discharge.—*Greene* v. *Mappin*, Tait, J., May 31, 1887.

Sale—Error as to accessory of thing sold——Refusal of party complaining to cancel contract—Damages.

The plaintiff purchased from defendant at public auction two lots of land on Bishop street, and signed a memorandum of sale in which reference was made to the official plan, on which the street was marked as being 51 feet wide. On the surveyor's plan prepared for the sale, the street was also traced as 51 feet, but by error, this part of the street was represented on the lithographed copies as of uniform width with the upper part of the street, which was 60 feet feet wide. In the advertisements, and in the auctioneer's announcement, the street was also described as 60 feet wide. The vendors offered to cancel the sale if the purchaser had been led into error by the lithographed copies, but the plaintiff chose to adhere to the bargain.

Held, In an action of damages by the purchaser, that the plaintiff having received the full number of square feet bargained for, having refused to relinquish the bargain, which was a profitable one for him, having signed the memorandum of sale in which reference was made to the homologated plan showing a street 51 feet wide, and, moreover no specific damage being proved, his action of damages could not be maintained.—*Inglis* v. *Phillips et vir*, Davidson, J., Nov. 5., 1887.

Mutual Insurance Company—Note signed by President in settlement of valid claim against Company.

The by-laws of a mutual insurance company gave the president the management of its concerns and funds, with power to act in his own discretion and judgment in the absence of specific directions from the directors; and it was also his duty to sign all notes authorized by the board or by virtue of the by-laws. The president was both president and treasurer, and was also acting as secretary.

Held:—That the plaintiff, who was the transferee for value, given before maturity, of a note signed in behalf of the company, by the president, as president and treasurer, and given to the payee in settlement of a valid claim against the company, was entitled to recover the amount of said note from the company.—*Jones* v. *E. T. Mutual Fire Ins. Co.* in Review, Taschereau, Mathieu, Davidson, JJ., Nov. 5, 1887.

RECENT UNITED STATES DECISIONS.

Nuisance—Public Picnics and Dances.

Public picnics and public dances are not, in their nature, nuisances; and a village ordinance, in so far as it seeks to declare them to be nuisances, regardless of their character, is void. They are not in the list of common-law nuisances enumerated in the text-books. See 4 Bl. Com. (Sharswood's ed.) 166 *et seq.* 1 Hawk. P. C. (Curwen's ed.) 694; Wood Nuis., p. 35, § 23 *et seq.* Now is there anything necessarily harmful in the nature of either,