

Q. B.]

NOTES OF CASES.

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turned in manner provided by this Act to the part from which he is a fugitive. Sec. 9 provides that this Act is to apply to every offence, no matter by what name called, which is for the time being punishable in any part of H. M.'s dominions in which it was committed, either on indictment, or information, by imprisonment with hard labour for a term of twelve months or more, or by any greater punishment. The remainder of the Act is mainly concerned with supplying the necessary machinery to carry its main purpose into effect.

At the end of the volume are tables showing the effect of the year's legislation, consisting of Table A, which shows the effect of the Act on former Acts, and Table B, which shows the Acts of former sessions (in chronological order) repealed and amended by Act of 44-45 Vict. The adoption of similar tables at the end of our own statutes could not fail to render it greatly more easy to keep track of the rapid changes in the law.

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

QUEEN'S BENCH DIVISION

IN BANCO.—Nov. 26.

PHILLIPS V. GRAND RIVER, &C., INSURANCE Co.

Misrepresentation—Fixture—Waiver.

Plaintiff and his brother had a conveyance made to them by their father. The land was under mortgage at the time to one C., and plaintiff and his brother gave a mortgage to their father to secure the purchase money, their father consenting to pay the mortgage to C. A house was built by plaintiff for himself on a quarter of an acre of land, as agreed with his father and brother, plaintiff to retain the house as his property if his brother was unable to pay for the land. The house stood on blocks of wood. Plaintiff told defendant's agent that the

house was free, and held by him in fee, though the land was encumbered. A condition in the policy provided that any encumbrances should be disclosed, and failing it should be void.

Held, (ARMOUR, J., dissenting) that the house was not a chattel, but a fixture, would pass with the land, that it had not been insured as chattel property, and that the non-disclosure was fatal; but that the chattels which the policy covered were not affected by the misrepresentation.

The directors, having resolved to pay the plaintiff's loss without knowing of the encumbrance and then rescinded their resolution, *held*, that defendants had not waived the right of making this defence.

J. K. Kerr, Q.C., for plaintiff.

Hardy, Q.C., contra.

WILSON V. TOWNSHIP OF YORK.

Arbitration—Validity of award—Umpire—Dismissal of Township officers.

Municipal Councils may dismiss their officers at pleasure without notice and cause.

Defendants pleaded to a suit for dismissal and on common counts an arbitration under which all differences had been determined between the parties. The submission was to S. and M. "and such third person as said arbitrators should appoint, so that said arbitrators or umpire make his award by 15th January," &c. There was power of enlargement. S. and M. appointed a third arbitrator, and the award was executed by S. and E. only, and was apparently that of the arbitrators.

Held, E. not an umpire, but a third arbitrator, and "umpire" in the reference was surplusage and the award bad.

J. K. Kerr, Q.C., for plaintiff.

McMichael, Q.C., contra.

FRASER V. McLEAN.

Composition with creditors—Fraud.

Plaintiff and defendant agreed that plaintiff should take for his claim against defendant some timber limits and chattels and some money and should release defendant. Defendant entered into a compromise with his