

Chan. Div.]

NOTES OF CANADIAN CASES.

[Chan. Div]

Held, also, following *Barnes v. Bellamy*, 44 U. C. R. 303, that the rent accrued from day to day, and was apportionable in respect of time accordingly.

Held, also, that under the wording of the covenant to pay "all taxes, rates, duties, and assessments whatsoever . . . now charged, or hereafter to be charged, upon the said demised premises," the defendant was liable for local improvement taxes and for the additions made under the Assessment Act, year by year, to the amount of the taxes in arrear or additions made by the municipality.

Moss, Q.C., for the plaintiff.

Oster, Q.C., and *Small*, for the defendant.

O'Connor, J.]

[September 2.]

THOMPSON ET AL. V. GORE ET AL.

Marriage settlement—Consideration for—Voluntary act—Fraud on creditors.

In an action brought by T. K. & Co. on behalf of themselves and all the other creditors of J. G., against J. G., his wife, J. G., and J. K. B., the trustee, to set aside a marriage settlement, by which J. G., a day or two before his marriage, had settled the greater part of his property on his wife, in which it was shown that the relations between J. G. and his wife before the marriage were very little short of those of husband and wife, and that she would have accepted a proposal of marriage without hesitation, without any condition of a marriage settlement, and that J. G. was in insolvent circumstances, of which fact she must have been aware, and that the settlement was purely voluntary on the part of the husband, and that the wife knew nothing of it until she was asked to sign the deed,

Held, that the settlement was not the consideration or part of the consideration of the marriage, and that it could not stand.

Commercial Bank v. Cook, 9 Gr. 524, and *Columbine v. Penhall*, 1 Sm. & G. 228, referred to and followed.

Fraser v. Thompson, 1 Gif. 49, distinguished.

G. T. Blackstock and *T. P. Galt*, for plaintiffs.

Lash, Q.C., and *Falconbridge*, Q.C., for defendants.

Proudfoot, J.]

[Sept. 21.]

[Sept. 29.]

RE SIMMONS & DALTON.

Electoral Franchise Act—Revising Officer—Mandamus—Notice to voter—Notice to Revising Officer—Jurisdiction of Provincial Courts to issue mandamus.

A Revising Officer, under the Electoral Franchise Act, 48 and 49 Vict. c. 40, having declined to entertain the application of S. to have the name of D. struck off the voters' list, on the ground that the notice to D. provided for by sec. 26 of the Act was not proved, and that the notice to the Revising Officer provided for by the same section was not duly served on or given to him in time.

On an application for a mandamus to the Revising Officer, although it appeared no copy of the notice to D. was kept, and no notice was served to produce the original, it was shown by two witnesses that a notice to D., filled up on a printed form with his name, address and the objection to his vote, had been mailed to him by a prepaid registered letter on June 26 for the sitting of the Revising Officer on July 12 following, and the certificate of registration was produced, although the witness had no distinct individual knowledge of the particular notice to D., and that such evidence had been given before the Revising Officer.

Held, that in the absence of evidence to the contrary, such proof was sufficient. The notice to the Revising Officer was left with his clerk at his office, during the absence from town of the Revising Officer, on Monday, June 28, and on his return on the afternoon of that day he was told what had been done, and that if he did not consider that sufficient the notice would be procured again and served on him personally; but he said that what was done was sufficient.

Held, that the last day for service for the sitting of the final revision to be held July 12 was Sunday, June 27, but that under sec. 2 sub-sec. 2 of the Act the time was extended and S. had all the next day, and that the notice was well given on Monday.

Held, also, that the service of the notice on the clerk of the Revising Officer was, under ss. 19 and 26, a sufficient "depositing with" the Revising Officer to satisfy the statute, and the conduct of the Revising Officer amounted to