

Rex ex Rel Roberts v. Ponsford.

Judgment upon appeal by relator from order of Master in Chambers (I. O. W. R. 590) dismissing application by relator to set aside the election of eleven persons as aldermen for the city of St. Thomas, at the general election held on the 6th January, 1902, upon the ground that the election was not conducted according to law. Held, that while the matter is somewhat doubtful as to the case of the late successful candidate, Luton, it is very clear that the election of the other ten cannot be effectively impeached. Luton polled 728 votes, and the next highest vote of 706 was cast in favor of Price. Taking it that 90 votes, as found by the master, were illegal, because that number of double votes were cast, contrary to the law as amended by the Municipal Amendment Act of 1901, section 9, and that all these votes could be attributed to Luton's total and deducted from it, that would leave Price ahead of Luton. But that would be an improper assumption. The error about double voting was a common one as to all parties. Luton himself was not active in the promotion of his election he sought no votes in any way, and does not seem to have profited by the duplicate voting. The more reasonable assumption would be that the illegal and irregular votes were divided, and as many cast for Price as for Luton. Other makeweights of alleged irregularities cannot be brought in on the argument which were not relied upon in the original notice, especially when they are of comparatively trivial character; section 226. The master's conclusions should not be disagreed with, particularly having agreed to the fact that this is a municipal election, good only for a year, of which the greater part has now elapsed. Appeal dismissed without costs.

Re Leach and City of Toronto.

Judgment upon case stated under the Assessment Act by the Lieutenant-Governor-in-Council for the opinion of the court. The question involved was the right to charge lessees of property of the University of Toronto, on College street, in the city of Toronto, holding under leases in existence at the date of the agreement between the city of Toronto and the University of Toronto, confirmed by and set out as a schedule to, 52 Vict. ch. 53 (O), with part of the cost of local improvements on College street. McDougall, Co. J., held, affirming the finding of the Court of Revision of the City of Toronto, that the lessees were chargeable, the decision being based mainly on the ground that by the agreement in question College street had been made a public highway of the city. Held, upon the construction of the statute, that leaseholders are liable just as owners are, unless they are persons expressly exempted by law. Judgment in favor of the city corporation upon the case stated.

Ritz v. Corporation of Village of New Hamburg.

Judgment on application by J. F. Katzenmeir for order allowing him to be added as an applicant upon pending motion to quash by-law No. 250 of Village of New Hamburg, or substituting applicant for C. Ritz, or for order allowing motion to quash to continue in name of C. Ritz, on behalf of all others interested in quashing such by-law, upon such terms as to the court seem meet, and for other relief. Applicant authorized to continue proceedings in the name of C. Ritz, on the usual terms of indemnifying Ritz against costs. Applicant also to undertake to speed the hearing of the application and at the end of the litigation to pay respondents' costs of the motion below and of this appeal, which, by reason of new evidence adduced, amounts to an original motion.

Township of Gloucester v. Canada Atlantic R. W. Co.

Judgment on appeal by defendants' from judgment of Lount, J. (3 O. L. R. 85), upon a stated case as to the right of the plaintiffs to open an original road allowance across which the defendants railway runs. Appeal dismissed with costs.

QUESTION DRAWER.

(Concluded from page 158.)

(b) The law now is that the court will not interfere specifically to perform contracts where a wife's consent is requisite and she refuses to give it. See Fry on Specific Performance, 2nd edition, page 435. The purchaser, however, is entitled to damages for the breach of contract to convey and make a good title.

4. If the agreement is in writing it can be enforced by either party. If it is not in writing it is not binding, but if A refuses to carry out the contract B can compel him to repay him the \$100. If, on the other hand, A is willing to carry out his contract, B must carry it out on his part or lose his money.

Additional Municipal Legislation.

(Concluded from page 147.)

said road at a fixed price and such resolution shall be binding on the Company and all the shareholders thereof; provided however that the said resolution must be approved of by a majority in number of the entire number of shareholders of the company, who also represent the majority in value of the stock thereof.

VOTING MACHINES TO BE KEPT LOCKED FOR 30 DAYS AFTER ELECTION.

An Act was passed at the recent session of the Legislature repealing Section 15 of

the Act passed in the sixty-third year of the Reign of Her late Majesty Queen Victoria, intituled An Act to Permit Municipalities to use Voting Machines and substituting the following section therefor:

15. All voting machines shall remain locked and sealed for a period of 30 days next succeeding the date of an election, or until it is necessary to prepare the voting machines for another election, and shall not be opened nor their contents examined during the time, except by order of a Court or Judge of competent jurisdiction, unless proceedings have been started within said thirty days, under the provisions of sub section 1 of section 220, of The Municipal Act, to contest the validity of the election of any mayor, warden, reeve, deputy reeve, alderman, county councillor, councillor or school trustee, or to show that such election was not legal, or had not been conducted according to the law, or that some person or persons declared elected thereat, had not been duly elected, and in such case the said voting machines shall remain locked and sealed for a period of thirty days, next succeeding the date of such election, and shall not be opened or their contents examined, except by order of a Court or Judge of competent jurisdiction.

ENGINEERING DEPARTMENT.**Highway Bridges.**

(Concluded from page 151.)

Concrete floors are exceedingly durable and although costing much more than plank when first laid, their greater durability will enable them to outwear half a dozen plank floors. Their cost in Elgin when first adopted was 47 cents a square foot, but this has been reduced, and floors are now being laid for 28 cents a square foot.

Concrete adds a considerable load to the dead weight of the bridge, but this is more than compensated for by the extent to which it distributes the live load. With a plank floor the weight of every vehicle passing over is transmitted to the individual members of the bridge, causing a constant jarring and distortion that is very destructive to steel. With concrete, on the other hand, the weight of a passing vehicle is spread over a much greater area of the bridge structure, the floor being a monolith and distributing the live load over a much greater bearing than can each plank. In this way the injury to bridges is much less with a concrete, than with a plank floor.

So much is this the case that, with a concrete floor, it is not necessary to restrict the speed of vehicles travelling over it. With a plank floor it is always expected that horses will not be driven over the bridge at a faster pace than a walk. But with concrete floors, travel is not interfered with and horses may be driven over at the ordinary pace.