(not giving the concession), excepting such portions of last mentioned lots as included in sections 13 and 19." Section 18, by the same by-law, was made to comprise parts of lots 16, 18, 21, and 22, in the 8th concession; and section 17 the N. ½ of 24 in the same concession. *Held* that the whole by-law taken together sufficiently shewed the plaintiff's lot to be in section 16.

Held, also, that the map prepared by the Township Clerk, under section 49 of the School Act, C. S. U. C., ch. 64, shewing the division of the Township into sections, was admissible as evidence.—*The Chief Superintendent of Education for U. C. (now Ontario), Appellant; in the matter between William Anson Shorey, Plaintiff, and Joseph Thresher, Thomas Davey, and Albert Jones, Defendants*, 30 U. C. Q. B., 504.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES

PARENT AND CHILD.—The Court has an absolute right in its discretion to give the custody of a child under twelve years of age to the mother.

The Court exercised this right where the only evidence that the parents were living apart through the fault of the husband, was the evidence of the wife; holding, that the Court might, in its discretion, in the interest of the child, direct the custody to be given to the mother in cases where the cause of her living apart is, on her own statement, justifiable; and the Judge is not prepared to say that he disbelieves such statement.—*Re Davis*, 3 Chan. Cham. Rep. 277.

CHATTEL MORTGAGE—MISTAKE—TRUE COPY.—An immaterial variation between a chattel mortgage and the copy subsequently filed does not invalidate the re-filing.

A mistake in the number of the lot where the chattels were, was held to be immaterial under the circumstances.

The statement annexed to the affidavit filed with the copy of the mortgage, did not give distinctly all the information required by the Act, but the affidavit and statement together contain all that was necessary: *Held*, sufficient.—*Walker* v. *Niles*, 18 Grant, 210.

PROMISSORY NOTE—SIGNED IN BLANK—LIABILITY.—Where the defendant signed, as maker, a printed form of a promissory note, and handed it to A., by whom it was filled up for $855, and the plaintiffs afterwards became endorsees of it for value without notice; *Held*, that the defendant was liable, though it might have been fraudulently or improperly filled up or endorsed. —*McInnes* v. *Milton*, 30 U. C. Q. B. 489.

TENDER—DEMAND OF RECEIPT.—Where on tendering payment of money due upon mortgage a receipt was required, and the plaintiff did not object on that ground, but gave a different reason for refusing to receive the money. *Held*, that the tender was good.

The above tender was made on the 14th April, the day when the money fell due, and on the following day it was again tendered, and refused because a receipt was insisted upon.

Held, not to support the plea of tender on the 14th, for it was after the day; but that, to avoid the effect of the previous tender, the plaintiff should have demanded the exact sum before offered.

Per Morrison, J. and *Wilson*, J., a person tendering money is entitled to require a receipt; *Richards*, C. J., doubting.—*Lockridge* v. *Lacey*, 30 U. C. Q. B. 494.

ONTARIO REPORTS.

MUNICIPAL CASES.

REGINA EX REL. PATTERSON V. VANCE.

Municipal election—Two relations—First collusive—Right of second relator to attack it.

A stranger to the proceedings in a *quo warranto* matter may, if otherwise qualified, attack them on the ground that they have been initiated in collusion with the defendant, but he cannot set up irregularities, as such, unless indeed the relator has committed them purposely, as for example, to secure the failure of his own proceedings.

[Chambers, Feb. 10, 1871.—*Mr. Dalton.*)

The relator obtained from Mr. Justice Wilson a writ of summons in the nature of a *quo warranto*, returnable before the Judge of the County Court of York, to set aside the election of the defendant as one of the aldermen for the city of Toronto. Another summons was shortly afterwards issued by Mr. Dalton (in ignorance of the application to Mr. Justice Wilson), on the relation of one Riddel, the unsuccessful opponent of the defendant at said election, to unseat the defendant and to seat the relator Riddel in his place. This latter writ was returnable before one of the judges of the Superior Courts in Chambers.

Harrison, Q. C., on behalf of Vance, applied to set aside Dr. Riddel's writ, or to make it also returnable before the County Judge, and

K. Mackenzie, Q. C., also obtained a summons to set aside Patterson's writ, on the ground of collusion between him and Vance, and for various alleged irregularities, which, however, it is not necessary to refer to, as the case went off on other grounds.

Both summonses came on for argument together, the latter being heard first, the former depending upon the result of it.

MR. DALTON.—The objection taken to the summons, which is indeed the only cause shown to it, is, that Dr. Riddel, on whose behalf it is