

in Ontario, but not upon the reserve, without being registered pursuant to the provisions of the Ontario Medical Act, R.S.O. 1897, c. 176; and upon a case reserved by the convicting magistrate it was contended that that Act was ultra vires of the provincial legislature, because Indians of the class or having the status of the defendant are wards of the Dominion, and subject in all relations of life only to federal legislation, under section 91 (24) of the British North America Act.

Held, that the defendant was subject to the provisions of the Medical Act and was properly convicted.

Per OSLER, J.A.:—Parliament may remove an Indian from the scope of the provincial laws, but, to the extent to which it has not done so, he must in his dealings outside the reserve govern himself by the general law which applies there.

Seem, also, per OSLER, J.A., that the question was not one proper to be raised by means of a special case stated under R.S.O. 1897, c. 91, s. 5. The Medical Act does not in terms profess to be applicable to Indians, and the question was really whether it could be interpreted as applicable to them, not whether it was ultra vires if applicable to them.

J. B. Mackenzie, for defendant. Curry, K.C., for informant.

HIGH COURT OF JUSTICE.

Boyd, C., Magee, J., Mabee, J.]

[Dec. 6, 1907.]

FOSTER v. ANDERSON.

Vendor and purchaser—Delay of vendor—Time of essence—Whether of contract or acceptance of offer—Deed to be prepared at vendor's expense—Effect of—Misrepresentation—Description—Statute of Frauds—Specific performance.

Where the non-completion of a contract for the sale of land within the time limited thereby was caused by the vendor, she was held to be precluded from insisting on the strict performance of the provision in that respect by the purchaser.

The contract consisted of an offer made by the purchaser, and its acceptance by the vendor, the offer containing the terms of the contemplated contract, amongst which was the provision