

The Vice-Chancellor of Lancaster thought that the purchaser was, under the circumstances, entitled to compensation, but the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) came to a different conclusion, being of opinion that the neglect to state the service of the paving notice was not an "omission in the particulars" within the meaning of that condition; because a purchaser of such property must be taken to know that the municipal body might serve such a notice at any time; but Rigby, L.J., points out that different considerations might arise if the purchaser were claiming rescission, or the vendor specific performance of the contract, which did not arise on a claim merely for compensation. The condition for indemnity against such a liability he held was not deceptive, nor a holding out that no notice had been served. It was a condition providing for a contingency which had not happened. Collins, L.J., seems to have thought that the failure to state that the paving notice had been served was such an error or omission as entitled the purchaser to compensation, but he thought, with some hesitation, that such compensation could be only nominal.

REPORTS AND NOTES OF CASES.

Province of Ontario.

COURT OF APPEAL.

Moss, J.A.] IN RE MADOC VOTERS' LISTS. [Dec. 11, 1900.
*Parliamentary elections—Voters' lists—Appeal—Notice of complaint—
 Service on clerk—Registered letter.*

Case stated under s. 38 of the Ontario Voters' Lists Act by the Junior Judge of the County Court of Hastings.

The clerk of the municipality posted up the lists of voters in his office Aug. 7, 1900, and on Sept. 21, 1900, notice of the complaint, with the list of names in Form 6 required by the Act, was received by the clerk through the mail by registered letter. The question to be decided was whether the sending of the notice by mail was a compliance with s. 7 of the Act, which requires the "voter, or person entitled to be a voter, making a complaint, shall give to the clerk, or leave for him at his residence or place of business notice in writing."

It was contended on behalf of certain voters that the notice must be