

Legislature so intended. The checks provided for the protection of the interests of the public are,—1. The publication of notice, &c., under sec. 308 of the Act; and 2. The confirmation of the Township By-law by the County Council under sec. 329 of the Act.—Eds. L. J.]

*To the Editors of the Law Journal.*

GENTLEMEN,—In 1858, we submitted a By-law to the qualified Electors, for raising the amount of Tavern Licenses to £12 10s., the By-law was carried by a large majority, the Act under which the By-law was passed is repealed by the new Municipal Act—the question now is, can the Council raise or lower the amount without on appeal to the Electors.

Yours respectfully,

JAMES PORTER.  
Clerk, Mitchell.

[The Council of every Township, City, Town, and incorporated Village, has power to pass By-laws for granting licenses—for declaring the terms and conditions to be complied with by applicant—for declaring the security to be given by him—for limiting the number of Tavern and Shop Licenses, &c., all without an appeal to the Electors. The latter is only required when the by-law is to *prohibit* the sale, by retail, of spirituous liquors, &c. See Harrison's Municipal Manual, p. 127, note v.—Eds. L. J.]

## MONTHLY REPERTORY.

### CHANCERY.

M. R. DRAKE v. DRAKE. July 13, 14.  
*Will—Construction—Uncertainty—Evidence.*

A testator had a sister-in-law, A., and a wife's niece, B., besides other nieces of himself and wife. His will contained a specific devise to "my sister A," for life, with remainder to my niece B." The names of two other persons, C. and D., occurred in the Will, but no other niece was named. The residuary gift was to "the said C. D. my niece, A. and E. equally between them." *Held*, that the residuary gift was void as to one-fourth for uncertainty.

Evidence of the instructions given in the will was rejected.

V. C. S. EYRE v. BARROW. July 12.  
*Practice—Attachment—Solicitor—Privilege—Costs.*

A Solicitor was arrested under a writ of attachment, while proceeding to attend an appointment with a person for whom he was acting in his professional capacity.—*Held*, that the arrest was improper, and the prisoner must be discharged with costs.

V. C. W. HORTON v. SMITH. July 5, 6.  
*Tenant in tail—Charge—Presumption—Merger.*

Tenant in tail in remainder expectant upon an estate, tail in possession, pays off a charge upon the estate during of the prior estate tail, and takes an assignment to himself of the mortgage term. He afterwards becomes tenant, in tail in possession of the estate and dies without issue.

*Held*, that the mortgage was a subsisting charge, and to be raised for the benefit of his personal representatives there being no act on his part to show a contrary intention.

L. J. TUCKER v. LOVERIDGE. June 12, 26.  
*Portion—Raising portion before the proper time—Real and personal estate.*

The testator some time before his death, executed a settlement, whereby he covenanted with the trustees, that if he should die in the life time of his daughter, who was then an infant and unmarried, his heirs or executors should within six months after his death, pay to the trustees the sum of £10,000, which he charged on his real estates; and he declared the trusts of that sum to be for his daughter during her life, and after her death for her children: but if she should die without leaving a child who should attain the age of 21 years, then the trustees should stand possessed of the trust funds as part of his personal estate. The testator during his life raised £10,000 (part of a larger sum), and paid it to the trustees. They afterwards lent £4,500 to the testator, on Mortgage of part of his real estates, and £5,500 to other persons. The testator by his Will gave his personal estate to the plaintiff, and his real estate to the defendants. His daughter survived him, but died within six months after his death, an infant and unmarried, so that the trust fund never became raisable under the covenant.—*Held*, that the whole of the £10,000 was part of the testators personal estate, and belonged to the plaintiff.

M. R. WHITE v. WAKLEY RO NEWBERRY. July 6, 12.  
*Building on another's land—Implied Contract—Landlord and tenant Covenant.*

A tenant with his landlord's permission, built a house on a piece of waste adjoining his holding, and belonging to the landlord. The house was occupied during the term with the demised lands without any additional rent, no express agreement being proved.—*Held*, that there was an implied contract that the house should be held as part of the original demise, and that the covenants to repair extended to it.

I. C. CHEALE v. KENWARD. July 21, 24.  
*Demurrer—specific performance—Consideration—Nudum pactum*

Plaintiff agreed to transfer to defendant 10 shares in a railway Company, on which nothing had been paid, and defendant agreed to accept the transfer, and indemnify the plaintiff from future calls. Bill by plaintiff for specific performance. Demurrer by Defendant, allowed by the Master of the Rolls on the ground of no consideration—overruled on appeal.

V. C. K. IN RE CLARKE'S DEVISES. July 23.  
*Railway Company—Payment out of Court—Costs—Practice*

A Railway Company pay purchase money into Court under the Lands Clauses Consolidation Act, and a person absolutely entitled to a portion of the fund under £300 in value, petitions for payment out of such part, and asks costs against the Company, the Company resisting payment of the costs on the ground that the application ought to have been made in Chambers.—*Held*, that the application was rightly made by petition, of which the Company must pay the costs.

V. C. S. GRESLEY v. MOUSLEY. July 7, 8, 9, 10.  
*Solicitor and client—Purchases by person in confidential position—Inadequate Consideration—Evidence of value—Fraud—Onus probandi—Lapse of time—Acquiescence—Costs.*

A purchase of real estate by a Solicitor from his client set aside, with costs, after an interval of upwards of 20 years, upon the ground of unfair dealing and suppression of facts which ought to have been disclosed, upon the part of the solicitor.

V. C. K. COOKE v. CHOLMONDELEY. July 17, 19.  
*Will—Repairs—Good repair—Mansion-house—Farm-buildings—Tenant for life and remaindermen.*

A testator directs his trustees out of the rents and profits of his estate, to keep the mansion-house and messuages in good repair,