had no effect whatever upon the action, either as a bar to it or as a waiver of the notice to quit.

Held, also, that the intention with which the rent was received must be taken into consideration, and *Doe dem. Cheney* v. *Batten*, Cow. 243, approved.

Croft v. *Lumley*, 6 H. L. Cases, commented on.

S. M. Jarvis, for motion.

Watson, contra.

DEVERILL v. COE.

Action for possession by purchaser at tax sale.

Lands in question were, in 1879, assessed as non-resident. The defendant came to reside on them during that year, and paid taxes to the regular collector, whereas, under the Assessment Act the treasurer is the proper party to receive.

No notice was given of arrears to the then owner, and they were not put on the roll for 1882, as required by the Act.

The owner paid all taxes subsequently demanded of him, including those for 1882, but the lands were nevertheless put up and sold for a trifling sum.

Quære, per WILSON, C.J., whether there was not in this evidence that the lands were not sold in a "fair, open and candid manner."

Held, tax sale void, as taxes under the circumstances were not in arrears.

Held, per ARMOUR, J., the substantial performance of the provisions of R. S. O. cap. 180, secs. 108, 109, 110 and 111 is a condition precedent to the right of sale, and as there was no performance of these attempted the sale was bad.

Remarks of WILSON, C.J., on the impropriety of tax sales as now conducted under legislative authority.

McCarthy, Q.C., and *J. E. Robertson*, for motion.

H. W. M. Murray, and *Delamere*, contra.

MCQUAID v. COOPER.

Provisional judicial District of Thunder Bay—47 Vict. ch. 14, secs. 4, 5—Title to land—Jurisdiction.

Held, that the jurisdiction conferred on the District Court of the provisional judicial District of Thunder Bay by 47 Vict. ch. 14, secs. 4 and 5, is not subject to the exceptions to the general jurisdiction of the County Courts mentioned in R. S. O. ch. 43, sec. 18, and that, therefore, that District Court has power to try actions in which the title to land comes in question.

Watson, for motion.

Aylesworth, contra.

MILLER v. CONFEDERATION LIFE ASSURANCE CO.

Life assurance—Suppression by insured—Right to begin at trial—Discovery of new evidence—Direction to jury—New trial.

At the end of questions in an application for insurance, made in December, 1883, and forming part of the application, was an agreement signed by insured stating that he warranted and guaranteed that the answers to the said questions, were true to the best of his knowledge and belief, and he also agreed that the application should be the basis of his contract, and that any misstatement or suppression of facts in the answers to said questions or in his answer to the medical examiner should render the policy null and void. The proposal and declaration were also made the basis of the contract.

Endorsed on said application were answers given to questions by a medical examiner, and at the end thereof, a certificate, signed by insured, stating that he had made full, true and complete answers to the questions propounded by said examiner, and agreed to accept the policy on the terms mentioned in the application.

In answer to a question whether he had had any serious illness, local disease, or personal injury, and if so of what nature, insured answered, "No, except a broken leg in childhood."

There was an answer to a question giving one T.'s name, as that of his usual medical attendant, and in answer to another question, whether he had consulted any other medical man, and if so for what and when, insured replied, "Dr. A., for a cold."