some did not separate the ballots into several packages and seal them up, as the law requires. Had the majority been so small that these irregularities could effect the result, a new election would have been the consequence. Some of these officials should be fined; for if incompetent, they should not accept the office; and if competent, should pay some respect to the duties so clearly defined in the Statute and Manual of Instructions furnished them, to fail in which involves such serious consequences to the public and individual candidates.

Acting on the above principles I find Mr. Campbell elected by a majority of 95.

Since preparing the above I find that sec. 56 is repeated in the Revised Statutes, its inconsistency with the provision for a recount having escaped the attention of the Revisers.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

QUEEN'S BENCH DIVISION.

Proudfoot, J.] [March 10.

HAISLEY V. SOMERS.

Tax sale—Cash sale—Advertisement of sale—Disadvantageous sale—Notice to owner—Compensation for improvements—R. S. O. c. 180, secs. 109, 150, 155, 159—R. S. O. c. 95, s. 4.

At a sale of part of a certain lot for taxes, the treasurer, who made the sale, marked in the sale book the part sold as the south one-tenth, but afterwards gave a certificate for the north one-tenth, and this was finally conveyed to the defendant on Dec. 5th, 1884; the bid was for one-tenth of an acre only.

Held, that the above state of facts did not invalidate the tax sale and the title of the defendant to the north one-tenth.

Held, also, that neither did the fact that the purchase money was not paid for a week or two after the sale invalidate it.

It appeared that in the advertisement of the sale it was not stated whether the land was patented or unpatented.

Held, that R. S. O. c. 180, ss. 150, 155 did not cure this defect.

Again, the part sold, the north one-tenth, was not the least disadvantageous to the owner, the southern boundary of it running through a house which was on the lot, leaving about four feet on the unsold portion.

Held, that on this ground the sale could not be sustained.

Again, though the owner of the land was known, he was not notified as required by R. S. O. c. 180, s. 109, of the assessment and liability to sell.

Held, that this also was an omission which was not cured by R. S. O. c. 180, s. 155.

Held, also, that the defendant was entitled under R. S. O. c. 95, s. 4, though not under R. S. O. c. 180, s. 159, to compensation for improvements to the land under mistake of title, and also to be paid the amount paid for taxes, interest and expenses.

McCullough, for the plaintiff.

Hewson, for the defendant.

MCCLARY ET AL. V. JACKSON ET AL.

Lessor and lessee—Erection of buildings by lessee—Covenant by lessor to pay for—Not running with land—Land or devisees of lessor not liable for value of buildings.

Held, that a covenant by a lessor (not mentioning assigns) to pay for buildings to be erected on the lands demised did not run with the land, and that the lessee or his assigns had no claim as against the land or the devisees of the lessor in respect of the value of buildings so erected.

Moss, Q.C., for motion.

Gibbons, contra.