

for three successive weeks" required by sub-sec. 2 of sec. 338, of the Consolidated Municipal Act, 1903, is a publication once in each three successive periods of seven days, and

Where a by-law was published in a semi-weekly paper on Friday, the 14th, Tuesday, the 18th, and Tuesday, the 25th, of a certain month.

*Held*, that there had been two publications in the first week or seven day period, one in the second and none in the third, and that the statute had not been complied with.

*Held*, also that non-compliance with the provisions of sec. 338 could not be treated as a mere irregularity curable under sec. 204.

*Cartwright v. Town of Napanee*, 9 O.L.R. 69, at p. 71, followed.

*F. B. Proctor*, for the appeal. *J. T. White*, contra.

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Mabee, J.] *McCARTER v. YORK COUNTY LOAN CO.* [June 6.

*Lessor and lessee—Option in lease—Winding-up of lessor company—Liquidator—Sale by—Disregard of option—Damages.*

The defendants leased a house property to the plaintiff by lease in writing containing a clause "Provided that if the lessors obtain during the said term an offer to purchase the said premises, before accepting the same the lessee shall be given the option of purchasing on same terms as on said offer." Subsequently an order for the winding-up of the company was made and a liquidator was appointed who sold the premises without giving the plaintiff an opportunity to exercise his option.

*Held*, that the winding-up order did not in any way cut down the rights of the plaintiff or change his position: that the liquidator was authorized to sell the premises, but only subject to the terms and conditions of the lease; that he was bound to submit to the plaintiff, who had not waived his rights, the offer received, and not having done so the company was liable in damages notwithstanding that the plaintiff was aware that the liquidator was making efforts to sell the premises and notwithstanding that the sale was made with the knowledge and consent and induced by the conduct of his wife which latter he denied any knowledge of.

*Shilton*, for plaintiff. *Johnston*, K.C., for defendant.