

Sup. Ct.]

NOTES OF CANADIAN CASES.

[Sup. Ct.

and lot 4 in another of 100 acres more or less, and which had been assessed variously as "number 1, north half," etc., "number 1, north part," etc., and "broken lots 1 and 4." H. leased to T., and put him in possession, and had some small buildings put on the land. Subsequently, O., one of the defendants, went to T. while he was still in possession, and by fraudulent representations induced T. to leave the place, whereupon O. went in and occupied, claiming under defendant W., who, he alleged, was owner in fee simple of the land, and claimed title as his tenant. W., by his answer, adopted O.'s possession, and claimed under conveyance from the Crown, but failed to prove his title.

*Held* (affirming the judgment of the Court below), that the possession of O. having been fraudulently obtained, defendants were estopped from disputing the plaintiff's title.

*Per* GWYNNE, J.—That as the defendants had failed to prove that the taxes had been paid before the sheriff's sale, the Ontario statute, 33 Vict. ch. 23 has removed all errors and defects, if any there were, which would have enabled the true owner, at the time of the sale, to have avoided it, and that pursuant to the provisions of ch. 40, sec. 87, R.S.O., the plaintiff was entitled to recover possession of the land in question in virtue of the title asserted by him in his bill and to have execution therefor.

Appeal dismissed with costs.

*Bethune, Q.C.*, for appellants.

*Blake, Q.C.*, and *Lash, Q.C.*, for respondent.

Quebec.]

LA COMPAGNIE DE VILLAS DU CAP  
GIBRALTAR V. HUGHES ES QUAL.

*Building Society—Purchase of land—Intra vires—*  
*Ch. 69, Con. Stat. L.C.*

Le Cie. de V., a building society incorporated under ch. 69 Con. Stat. L.C., by its by-laws, on the 21st August, 1874, declared that the principal object of the society was to purchase building lots and to build on such lots cottages costing about \$1,000 each for every one of its members.

In order to attain its object the company, through its directors, obeying the instructions of the shareholders, on the 7th October, 1874,

purchased the particular lots described in the by-law, and contracted for the building of twenty-four cottages at \$1,250 each, the amount that each of the shareholders had agreed to pay. A year elapse, during which the cottages are built and drawn by lot for distribution among the members. On the 11th October, 1875, the vendors of the lots and contractors for the building of the cottages, borrowed money from the D. B. Society (respondents), and transferred to them the same as collateral security the money sued them by the appellants in virtue of the deeds of purchase and building contract. The appellant company accepted the transfer and paid some moneys on account, and finally a deed of settlement *acte de reglement de compte* was executed between the two companies upon which was based the suit by H., the respondent, against the appellant company.

The question argued on this appeal was whether the purchase of the lots and contract for building entered into by the directors was *ultra vires* of the appellant company.

*Held* (affirming the judgment of the Court below, STRONG and GWYNNE, JJ., dissenting), that as the transaction in question was for the purpose of carrying out the objects of the society in strict accordance with its rules, it was not *ultra vires*.

Appeal dismissed with costs.

*Beique*, for appellants.

*Globensky, Q.C.*, for respondents.

Quebec.]

SOULANGES CONTROVERTED ELECTION  
CASE.

CHOLETTE V. BAIN.

*Dominion Elections Act, 1874, sec. 96—Intimidation—Undue influence—Conspiracy between deputy-returning officer and respondent's agent to interfere with franchise by marking ballots—Effect of—Election void.*

In an election petition it was charged that the respondent personally, as well as acting by C. A., C. by D. P., others, his agents, did undertake and conspire to impede, prevent and otherwise interfere with the free exercise of the franchise of certain voters; and that in furtherance of a premeditated scheme, which the respondent and his agents well knew to be