

had been subsequently removed ; neither would the provision as to after-acquired goods in schedule A. apply to the after-acquired goods brought into the store at B., for the reference thereto was only to goods of the character referred to in that schedule.

*Crothers*, for the plaintiff.

*Aylesworth*, Q.C., for the defendant.

DIVISIONAL COURT.]

[Jan. 26.

SMITH *v.* TOWNSHIP OF ANCASTER.

*Municipal Law—Toll roads—Control and repair.*

A macadamized road, portions of which were in Townships of A and B, and under the control and management of the Minister of Public Works, was, under the powers contained in sec. 52 of 31 Vict., c. 12, (1D) declared to be no longer under his control ; and by sec. 53 it was declared that the road should be under the control of, and managed and kept in repair by, the municipal or other authorities of the locality. Subsequently the Township of B passed a by-law authorizing the Township of A, for the purpose of keeping the said road in repair, to take possession thereof, and, so long as they kept it in repair as a toll road, to retain possession ; and the Township of A also passed a by-law assuming the said portion of the road.

*Held*, that both these by-laws were invalid ; and consequently the Township of A had no authority to levy tolls on the part of the road so assumed.

*Corporation of Ancaster v. Durrand*, 32 C.P. 563, distinguished.

*G. Lynch-Staunton*, for the plaintiff.

*Cassels*, Q.C., and *Waddell*, for the defendants.

DIVISIONAL COURT.]

[Jan. 26.

ABRAHAM *v.* HACKING.

*Married woman—Contract—Separate estate.*

Where, at the time of a contract being entered into by a married woman, the only property possessed by her consisted of her engagement and wedding rings, a silver watch and chain and her clothing,

*Held*, that this was not separate estate such as she could be deemed to have contracted with reference to.

*Elliott*, for the plaintiff.

*Maybee*, contra.

DIVISIONAL COURT.]

[Feb. 19.

DENNIS *v.* HOOVER.

*Life tenancy—Lease for life—Rent payable half yearly in advance—Death of life tenant during half year—Apportionment.*

Under a lease made by a tenant for life, the rent was payable half yearly in advance. The life tenant died a few days after the rent came due. Part of the rent was remitted to her on the day she died, but was never received by her, but by her executor, and the balance was paid to the executor on his representation that he was entitled to it.