senting), that this was a good defence to an action on the bill.—*Millard* v. *Page*, L. R. 5 Ex. 312.

BREACH OF PROMISE.—The defendant promised to marry the plaintiff upon the death of the defendant's father. An action was brought while the father was still alive, but the defendant had positively refused ever to marry the plaintiff. *Held* (MARTIN, B., dissenting), that there was no breach of the contract.—*Frost* v. *Knight*, L. R. 5 Ex. 322.

STATUTE OF FRAUDS.—The defendant, being chairman of a local board, asked the plaintiff whether he would lay certain pipes; the plaintiff said, "I have no objection to do the work if you or the local board will give me the order." The defendant said, "You go on and do the work and I will see you paid." The work was not authorized by the board, and they refused to pay forit. *Held*, that the defendant's contract was that he would be answerable for the expected liability of the board, and that this was a promise, within the Statute of Frauds, to be answerable for the debt of the board although the board was never indebted.—*Mountstephen* v. *Lakeman*, L. R. 5 Q. B. 613.

ONTARIO REPORTS.

COMMON PLEAS.

Reported by S. J. VAN KOUGHNET, ESQ., *Barrister-at-Law, Reporter to the Court.*)

TAYLOR v. THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF VERULAM.

Trespass—Lots with double-fronts—Road unauthorized by by-law.

Where half lots, under the double-front system of survey, did not correspond or meet in any point, and land was taken by the municipality from the plaintiff's lot, in order to make a road to join the side line road allowances, without the passage of any by-law for the purpose,

Held, that there was no power so to do, and that trespass would lie against the municipality.

[21 U. C. C. P. 154.]

SPECIAL CASE.

The action was for certain alleged trespasses committed under the authority and by the direction of the defendants, under the following circumstances: The plaintiff was owner in fee of lot 19, in 9th concession of the township of Verulam, in the county of Victoria, which township was surveyed with double-front concessions, and the lands were described in half lots, east and west halves, as mentioned in sec. 28 of ch. 93, Consol. Stat. U. C. There was an allowance for road or communication line, according to said survey, on the north side of each of said halves of lot 10, and between said halves there was a jog of about 90 rods.

The alleged trespasses consisted in an attempt, under defendants' authority, to force a road along the centre of the concession, for the purpose of joining the ends of the allowance for road, such road to be 33 feet on each side of the centre of the said concession, and plaintiff's fences were taken down for the purpose, defendants claiming the right so to do without the passing of a by-law to open a new road, under the general powers given them by the Municipal Acts, or paying any compensation for the land taken for such road.

The question was whether defendants had such right.

C. S. Patterson appeared for the plaintiff.

D. B. Read, Q.C., for the defendants.

GWYNNE, J.—I know of no principle of law, nor was any urged upon us, which could justify the contention of the defendants that they have any power to make the road complained of otherwise than under a by-law passed in due form of law for the purpose of opening a new road. Our judgment, therefore, on this special case is for the plaintiff, with 1*s.* damages, and full costs of suit, as agreed upon.

HAGARTY, C. J.—The trespass has been committed under a misapprehension of the meaning of the 28th section of U. C Consol. Stat. ch. 93. The section merely prescribes a mode of determining the boundary, and has no effect upon roads. It says that "a straight line joining the extremities of the division or side lines of any half lot in such concession, drawn as aforesaid shall be the true boundary of that end of the half lot which has not been bounded in the original survey." But for the "jog" the road allowance along the north side lines of the east and west halves of 10 would have been a continuous straight line. Because half lots under the double front system of survey happen not to correspond, or if they did not meet in any point, we see no reason for taking land from the next lot to make a road to join the side line road allowances. The Statute gives no sanction to such a course.

GALT, J., concurred.

Judgment for plaintiff.

COMMON LAW CHAMBERS.

(Reported by HENRY O'BRIEN, ESQ., *Barrister-at-Law.)*

THE QUEEN v. PATTEE.

Sci. fa. to repeal a patent—Fiat of Attorney General—Who to grant.

A *sci. fa.* to set aside a patent was issued at the instance of a private relator without the fiat of either the Attorney General of the Dominion or of Ontario having been first obtained.

Held, 1. That a fiat was necessary.

2. That the Attorney General of Ontario was the proper authority to grant the fiat in such a case.

[Chambers, January 5, 1871.—*Mr. Dalton.*]

A writ of *sci. fa.* was issued at the instance of John Lough, to set aside a patent, granted on the 12th August, 1870, to Gordon Burleigh Pattee; on the ground that the patent was contrary to law, in that Pattee was not the first and true inventor of the invention, for reasons which it is unnecessary to state at length.

Certain proceedings were taken on this writ, the regularity of which was questioned; and finally the defendant obtained a summons calling