

amount, or any stamps whatever, as required by the statute in that behalf:

*Held*, on demurrer, plea good.—*Escott v. Escott*, 22 C. P. 305.

#### QUIETING TITLES ACT.

To complete the chain of the paper title to the land in respect to which a certificate of title was prayed production or proof of a power of attorney from the patentee to one Johnston was required. Search had been made for it without success. Its existence was not sworn to positively by the petitioner and the only evidence of it was an affidavit of one Page, who did not swear that he had ever seen it, and did not state his means of knowledge of its existence.

There were also some suspicious circumstances with regard to a deed executed apparently in pursuance of the power.

The only evidence as to possession was a statement in the petitioner's affidavit that one Hicks, to whom the petitioner agreed to sell the land in 1866, was still in possession, and that possession had always accompanied the title.

No notice appeared to have been given to the person who was in possession.

No affidavit was put in as to adverse claims served upon the person directed to receive them.

The evidence as to possession and the existence of the power of attorney was *held* insufficient, and a certificate of title was refused until further evidence should be given to clear up the suspicious circumstances in the deed, said to be executed in pursuance of the power of attorney, and affording positive proof of the existence of the power, or else shewing the exercise of acts of ownership, which would justify the presumption that a conveyance of the legal estate had been made by the patentee.

Notice was directed to be given to the person in possession, and an affidavit as to adverse claims ordered to be furnished.—*Re Street*, 8 C. L. J. N. S. 197.

#### RAILROAD TICKET.

1. A railroad ticket "good for one seat from Philadelphia to Pittsburgh" entitles the holder to one continuous passage from Philadelphia to Pittsburgh in the train into which he enters to be carried, and not by train after train and by broken stage day after day.

2. If the passenger chooses voluntarily to leave the train before reaching his destination, he forfeits all his rights under the contract.

3. One who buys a ticket is bound to inform himself of the rules and regulations of the company in running its trains.

Having left the train in which he started, the fact that he subsequently entered another train and travelled over a portion of the route without being required to pay fare by the conductor in charge of the train, will not prejudice the company or renew the contract.—*Adam Dietrich v. Pennsylvania A. R. R. Co.* 8 C. L. J. 202.

#### RAILWAY PASSENGERS' LUGGAGE.

The plaintiff, a carpenter, had with him, as a passenger by defendants' railway, a box containing a concertina, a rifle, a revolver, two gold chains, a locket, two gold rings, a silver pencil case, a sewing machine, and a quantity of tools of his trade, such as chisels, planes, &c. The box having been lost at the Toronto station while in defendants' care:

*Held*, that the articles in italics were ordinary personal luggage, for which defendants were responsible, but that the others were not: Wilson, J., dissenting as to the concertina.

*Held*, also, that the fact of the other articles being in the box could not prevent the plaintiff from recovering for such as were personal luggage.—*Brady v. The Grand Trunk Railway Company of Canada*, 31 U. C. R. 66.

### ONTARIO REPORTS.

#### COMMON PLEAS.

##### STEWART V. TAGGART.

*Sale of land for taxes*—Whole lot previously assessed—Subsequent assessment of half, and apportionment of taxes between both halves—Collector not bound to search for distress—32 Vic., ch. 36—Treasurer's list: its contents and time of furnishing—Quantity need not be described—Party assessed may purchase.

A lot, previously assessed as to the whole, was, on claim made to half of it, assessed as to this half, and the taxes of previous years apportioned between both halves: *Held*, that there was no objection to this. Where land is assessed and taxes imposed, an omission by the collector to demand and levy the amount from property on the premises, cannot, since 32 Vic., ch. 36, avoid the sale.

The treasurer's list, under secs. 110 and 131 of the above act, is sufficiently furnished at any time during the month of February.

This list need not contain the amount in arrear. A designation, in the list, thus "N. W. or W. 14," held sufficient.

It is not necessary at a sale of land for taxes to describe particularly the portion of the land to be sold, and therefore a sale of "89 acres" of a particular lot was held sufficient.

The party assessed may become the purchaser of the land sold for taxes.

(22 C. P. E. T. 284.)

Ejectment for 89 acres, west-half lot 14, 9th concession of Wawanosh.

Plaintiff claimed under a tax title; defendant, as tenant to one Owens.

At the trial, at Goderich, before Gwynne, J., plaintiff proved a deed from the warden and treasurer to him (dated 1st December, 1870,) of the land claimed, setting out a warrant, dated 8th August, 1869, and a sale, 30th November, 1869, for \$54.59, arrears of taxes up to 31st December, 1868. The warrant was admitted, as