tence, which he afterwards did. Held, affirming a local Master, Street, J., dissenting, that there was no promise and no agreement that there should be any interference with the course of justice, and no promise to stifle or suspend the prosecution, and no step taken which interfered with the due prosecution of the offender, and that the mortgage curity. Per Street, J.—The mortgage was obtained by promising, if it was given, endeavors would be made to have the punishment made as light as possible, and such a bargain is founded on an illegal consideration, and a security given in consequence of it cannot be enforced. Hamilton Cassels, for the appeal. Grierson, contra.

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Regina ex rel. Sutherland v. Levett. — Feb. 17. — March 16.— Municipal election — D. R. O. — Refusal of vote to a qualified voter—S. 118, Municipal Act.— This was an application to unseat the respondent from the office of town councillor, and to declare the relator entitled to the seat, on the ground that the clerk of the town, who acted as returning officer at the election, refused to permit two legally qualified voters to take the proper oaths of qualification or to vote although they stated they wished to vote for the relator and intended to do so. Without these votes there was an equal number of votes for the relator and the respondent, and the returning officer gave his casting vote in favor of the respondent. The counsel for the respondent admitted he must be unseated, but set up the contention that the relator should not be awarded the seat, and no costs should be given against the respondent. An order was made by the Master in Chambers unseating the respondent and declaring the relator entitled to the seat. Costs to be paid by the respondent. The following cases were referred to: Reg. ex rel. Dundas v. Niles, 1 U. C. Chamb. R. 198; Reg. ex rel. Dillon v. McNeil, 5 U. C. C. P. 137. The respondent appealed from so much of the Master's judgment as awarded the seat to the relator. The Divisional Court, Meredith, C.J., Rose, J., and Street, J., allowed the appeal, and ordered a new election to be held. Aylesworth, Q.C., for the relator. W. E. Middleton, for the respondent.

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Regina ex rel. Harding v. Bennett.—Street, J.—Feb. 20— This case was a quo warranto proceeding to unseat R. W. Bennett, who had been declared elected alderman for the City of London. In 1892 the City Council passed a by-law exempting the property of the respondent's partnership from taxation, except as to school rates. Held, the exemption not being founded upon any contract, but being an exemption without a contract, as provided by 56 Vic. c. 35, s. 4, there was no disqualification. Regina ex rel. Lee v. Gilmour, 8 P. R. 514, distinguished. Held, also, as to property qualification, that the respondent was entitled to qualify upon his rating upon the assessment roll of 1895 as the joint owner of a freehold estate in the partnership property aforesaid, the three partners being rated for this property as freeholders to the amount of $10,000: 55 Vic. c. 42, ss. 73 and 86. Notwithstanding the exemption by-law above mentioned, the partnership property remained liable