

Com. Pleas.]

NOTES OF CANADIAN CASES.

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as Indian agent, and he subscribed the different depositions as Indian agent of the Chippewas of Rama, and *ex officio* justice of the peace. The conviction was that on, etc., "at Rama Indian Reserve, in the township of Rama," the defendant "is convicted before D. M., Indian agent for the Chippewas at Rama, and *ex officio* justice, a J.P. for the purpose, and under the Indian Act of 1880, for that he did on, etc., at the township of Rama, unlawfully sell to certain Indians, to wit (naming them), intoxicating liquor, to wit, whiskey, etc." The warrant of commitment recited that the conviction was before D. M., as Indian agent of the county of Ontario. The liquor was sold at the defendant's hotel in the township of Rama by the defendant's wife, the husband being away at the time, and for some time afterwards. He stated he knew nothing of the summons having been issued, or of the proceedings thereon, and never authorized any one to act for him. There was nothing said to D. M. to shew why defendant was not present at the enquiry, and D. M. had no reason whatever to believe that the case was other than a neglect or refusal to attend.

Held, that the service was regularly made and duly proved before the Indian agent, and he was justified in proceeding to investigate the charge; and that the act of the wife was in law that of the husband, and that he could be convicted therefor.

Quære, whether D. M.'s appointment was as an Indian agent of the Chippewa Indians of Rama, or for the county of Ontario; but the latter might include the township, and so give him jurisdiction; but in any event the conviction could not be supported, for it did not appear that the Indians to whom the liquor was sold were Indians over whom the agent had jurisdiction; for it did not appear that they were Chippewa Indians, Indians residing in the township or even in the county.

The discharge of the defendant was therefore granted; and so far as necessary, and as there was power to do so, no action was to be brought against the Indian agent.

George Bell, for the motion.

Aylesworth, contra.

[Robertson, J.]

RE CLARK AND CORPORATION OF HOWARD.

Drainage by-law—Assessing lands benefited—Alteration of assessments.

A by-law was passed to provide for the repairing and cleaning out a drain constructed under a prior by-law, and to make the assessments more equitable. The engineer was limited in making his assessments to the lands only which were included in the original by-law. In his report he stated that great injustice would be inflicted by his limited instructions being carried out, and that a large area of land which would be benefited by the work would escape assessment. The council, notwithstanding, passed the by-law in the limited form. There was an appeal to the Court of Revision against the assessments, and the court altered some of the assessments by deducting amounts therefrom and placing the amounts thus deducted on other assessments without making a *pro rata* variation on all the assessments.

Held, that the by-law was bad and must be quashed.

M. Wilson, for the applicant.

Pegley, for the corporation.

[Rose, J.]

REEVE V. THOMPSON.

Landlord and tenant—Notice to quit—Action for possession.

In July, 1880, M. conveyed the land in question to the plaintiff. At the time of the conveyance the defendant was tenant from year to year under M. of lands which included the lands in question, under a tenancy in force since 1868. The defendant had no knowledge of the conveyance to the plaintiff at the time it was made. In December, 1880, the plaintiff executed what purported to be a statutory lease of the lands in question. The *habendum* was, "during the term of the occupancy as tenant of the lessee of said defendant of the lands leased to him, the said term to be computed from the 2nd July, 1881, and from thenceforth next ensuing and fully to be complete and ended, as soon as the said lessee shall vacate the said premises or cease to reside thereon."