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Held, That where, on a tax sale, the deed was dated on the 15th of October, 1881, and a suit was begun on the 14th of October, 1882, the suit was begun "within one year from the execution of the deed," as provided by the Statute. That where the advertisement published had no proper description of the lands mentioned in it, and the reason why the taxes had not been collected was not stated, *Held*, A fatal objection. That where a sale took place on the 3rd of March, and an advertisement appeared on the 15th, 22nd and 28th of February, it was not advertised "at least three weeks in succession," as required by the Statute. A tax deed recited that "G., then treasurer, &c.," sold the lands, and proceeded "Now know ye that I, G., treasurer, in pursuance of such Act, do hereby grant," &c. The testatum clause was: "In witness whereof I, G., have hereunto set my hand and affixed the seal of the municipality, this," &c. It was signed, "G., treasurer of municipality of S. and S.," and the seal of the municipality was affixed. G. was not the treasurer who sold, but his successor. *Seemle*, The deed was invalid. *Farmers' and Traders' Loan Co. v. Conklin* 181

TIME. See PRACTICE.

VENDOR AND PURCHASER.—*Costs*.—*Assignee of purchaser*.—*Liability for costs*.—*Registration of cloud on title*.—The plaintiffs agreed to sell real estate to defendant R., who registered his contract. Afterwards R. executed a mortgage upon the land to the defendants, the O. Bank. The bill was for payment, and, in default, rescission. Prior to the suit the bank offered to execute a release of their mortgage upon it being tendered by the plaintiffs. *Held*, That the Bank should pay the costs of the suit, the plaintiffs being under no obligation to tender a release for execution. *Hudson's Bay Co. v. Rutlan* 330

Fraud.—*Rescinding sale*.—Defendant H. sold land to C., at \$10 an acre; defendant C. sold to plaintiff at \$30, representing to him that he was acting as agent for the owner; plaintiff purchased, believing defendant C. to be an agent merely. Plaintiff would have made further enquiries before purchasing had he known that C. was the real owner. C. procured H. to convey directly to plaintiff. The consideration expressed was the higher price. H. was no party to the fraud. *Held*, Reversing the decision of Taylor, J., that to the rescission of a contract "there must be a false representation knowingly made, that is, a concurrence of fraudulent intent and false representation"; that the contract having been entered into deliberately, the plaintiff's statements should have been corroborated; and, where the evidence is contradictory, the court ought to be satisfied that the plaintiff's account is strictly true, and that the evidence in the present case was insufficient, and the bill must be dismissed with costs. *Hutchinson v. Calder* 46

Registration of patent.—*Recitals in patent*.—*Held*, That a vendor is bound to register the patent through which he claims title.