

From BOYD, C.]

[May 18.

CARRIQUE v. BEATY.

Bills of exchange and promissory notes—Alteration after maturity.

A promissory note made by two persons, one signing for the accommodation of the other, was, after maturity, signed by a third person.

Held, on the evidence, that this third person signed as an additional maker, and that there was, therefore, a material alteration of the note discharging the accommodation maker.

Jndgment of BOYD, C., 28 O.R. 175, reversed.

E. W. Boyd, and *Snow*, for the appellants.

J. W. Elliott, for the respondent.

HIGH COURT OF JUSTICE.

Divisional Court.]

[March 1.

WILSON v. MANES.

Municipal elections—Returning officer—Duties, ministerial—Refusal to deliver ballot paper to voter—Wilful act—Absence of malice or negligence—Liability—Con. Mun. Act, 1892, ss. 80, 168.

The plaintiff's name was properly entered on the last revised assessment roll of a municipality as a tenant of real property, of the value entitling him to vote at a municipal election under s. 80, and was entered on the voters' list, but after the first revision thereof he ceased to be the tenant and to occupy the property, though he continued to reside in the municipality and was the owner of real property as a freeholder of the value entitling him to vote, and was such freeholder at the time of an election. At such election he demanded a ballot paper, and was willing to take the oath for freeholders, but the defendant, the returning officer, refused to furnish him with a ballot or to permit him to vote unless he took the oath required for tenants.

Held, that the defendant's duties were merely ministerial, and that an action for a breach thereof was maintainable without any proof of malice or negligence; that the plaintiff was entitled to vote at such election, and that the defendant's refusal to allow him to vote constituted a breach of his duty, and rendered him liable to the penalty of \$400 given by s. 168, and also to damages at common law.

Aylesworth, Q.C., for the plaintiff.

E. R. Cameron, for the defendant.

BOYD, C., }
Trial of Cases. }

[March 18.

BAKER v. STUART.

Will—Rule against perpetuity—Thelluson Act—52 Vict., c. 10, s. 2, O.

A testator made his will as follows: "I order my executors to lease and rent and invest from one to five years from time to time all lands, money and