

## Province of Manitoba.

## KING'S BENCH.

Full Court.]

COCKRILL *v.* HARRISON.

[March 7.

*Evidence—Corroboration—Breach of promise of marriage.*

This was an action for breach of promise of marriage. The judge charged the jury that it was necessary that the plaintiff's evidence should be corroborated by some other material evidence in support of the alleged promise, holding that the Imperial Statute, 32 & 33 Vict., c. 68, s. 2, has not been expressly or by implication repealed by the Manitoba Evidence Act, R.S.M. 1902, c. 57. Defendant had a verdict and plaintiff appealed.

*Held*, that the charge to the jury was correct, as the Manitoba Evidence Act does not assume to codify the whole of the law of evidence and does not deal with the subject of the corroboration of evidence and in no way repeals the Imperial Act referred to. Appeal dismissed with costs.

*Howell*, K.C., for plaintiff. *Aikins*, K.C., for defendant.

NORTH CYPRESS *v.* C.P.R. Co.

Full Court.]

ARGYLE *v.* C.P.R. Co.

[March 14.

SPRINGDALE *v.* C.P.R. Co.

*Canadian Pacific Railway lands—Exemption from taxation—Meaning of words "grant from the Crown"—"Meaning of words "taxation by the Dominion."*

These were actions brought by arrangement to obtain a judicial decision as to when the twenty years' exemption from taxation of the lands of the Canadian Pacific Railway Co. in the North-West Territories, provided for in the contract with the Government, for the construction of that railway, set out in the Schedule to 44 Vict., c. 1, was to cease, and as to whether any such lands can be taxed for school purposes as soon as letters patent are issued for them. The first and second actions were on behalf of rural municipalities in that portion of Manitoba, which was added to it in 1881, after the contract with the Railway Company had been ratified by Parliament; and the third action, in which the company submitted to the jurisdiction of this Court, was on behalf of the School Trustees of a school district in the North-West Territories seeking to recover school taxes against lands patented to the company. The questions to be decided turned on the proper construction of clause 16 of the contract, which reads as follows:—"16. The Canadian Pacific Railway, and all stations and station grounds, workshops, buildings, yards and other pro-