

The total number of votes cast for and against the by-law, as allowed by me, is then as follows :

Polling Sub-division No.	For.	Agst.
1.....	135	6
" " " 2.....	20	48
" " " 3.....	4	72
" " " 4.....	82	21
" " " 5.....	8	88

Totals 249 235
making a majority of 14 in favor of the passing of the by-law.

Upon a scrutiny of the voters' list, there were allowed to be 589 persons entered thereon who had an undoubted right to vote upon the question of the passing of the by-law, and there were 30 so entered whose right to vote was questioned. Allowing that the 30 had a right to vote (which it is the interest of Mr. Percival to maintain), and adding them to the 589, we have 619 persons entitled to vote. The assent of two-fifths of all ratepayers who were entitled to vote, as well as of a majority of the ratepayers voting on the by-law, is required by the statute. Two-fifths of 619 would, as I make it, require 248 votes to secure the passing of the by-law. As 249 votes were given in its favor, the required proportion has been secured, and I do therefore determine that the majority of the votes given is for the by-law, and that the assent of two-fifths of all ratepayers who were entitled to vote has been given to the passing thereof, and that therefore the said by-law has been carried.

It was subsequently decided that each party should bear his own costs.

Early Notes of Canadian Cases.

SUPREME COURT OF CANADA.

GALARNEAU *et al.* v. GUILBAULT.

Title to bridge—Appeal R.S.C., c. 135, s. 29. (b)—38 Vict., c. 97—Statutory privilege to maintain toll bridge—Infringement—Damages.

By 38 Vict., c. 97, the appellants authorized to build and maintain a toll bridge on the river L'Assomption, at a place called Portage, were bound "if the said bridge should, by accident or otherwise, be destroyed, because unsafe or impassable, the said plaintiffs should be bound

to rebuild the said bridge within the fifteen months next following the giving up of the said bridge, under penalty of forfeiture of the advantages to them by this Act granted; and during any time that the said bridge should be unsafe or impassable, they should be bound to maintain a ferry across the said river, for which they might receive the tolls."

The bridge was accidentally carried away by ice, but rebuilt and opened for traffic within fifteen months. During the reconstruction, although appellants maintained a ferry across the river, the respondent built a temporary bridge within the limits of the appellants' franchise and allowed it to be used by parties crossing the river.

In an action brought by the appellants' claiming \$1,000 damages, and praying that respondent be condemned to demolish the temporary bridge, on an appeal to the Supreme Court it was

Held, 1st, That as matter in dispute related to the title of an immoveable, by which rights in future might be bound, the case was appealable. R.S.C., c. 135, s. 29 (b).

2nd, Reversing the judgment, of the court below, that the erection of the respondent's bridge and the use made of it as disclosed by the evidence in the case, was an illegal interference with appellants' statutory privilege, but as the bridge had since been demolished the court would merely award nominal damages, viz.: \$50 and costs.

RITCHIE, C.J., and PATTERSON, J., dissenting. Appeal allowed with costs.

M. E. Charpentier, solicitor for appellant.

McCourville & Renaud, solicitors for respondent.

EVANS v. SKELTON *et al.*

Lease—Accident by fire—Arts. 1053, 1627, 1629, C.C.

By a notarial lease the respondents (lessees) covenanted to deliver to the appellant (lessor) certain premises in the city of Montreal at the expiration of their lease "in as good order, state, etc., as the same were at the commencement thereof, reasonable tear and wear, and accidents by fire excepted."

The premises were used as a shirt and collar factory, and were insured, the lessees paying the extra premium, and having been destroyed