ceeds of a *propre* of the wife, and in replacement of it, is not fatal to the action.

4. Where a wife purchases property in her own name and with her own money, in replacement of a *propre*, a formal acceptance by her of the replacement is not necessary.—*Kennedy* v. *Stebbins*, Tait, J., Oct. 31, 1890.

Gift—Verbal promise—Art. 776, C. C.—Improvements.

Held:—(Affirming the judgment of BROOKS, J.) That a promise of a gift of real property, without legal consideration, made verbally, is null; but where the promisee entered into possession of the immovable in pursuance of the promise, it was sufficient to make him possessor in good faith, and therefore entitled to the value of his improvements if proceedings were taken to evict him.—*Montgomerie* v. *McKenzie*, in Review, Johnson, C.J., Würtele, Tellier, JJ., Nov. 15, 1890.

Promissory note—Consideration.

Held:—That, in the absence of legislative enactments prohibiting the same, and in default of an Insolvent Act whereby the majority of the creditors would bind the remainder to the conditions of a composition and discharge, nothing invalidates, as between the debtor and his creditor, an agreement by which the debtor undertakes to pay such creditor more than the amount of said composition and discharge, and a promissory note given to cover such excess is valid.—*Racine* v. *Champoux*, Gill, J., Nov. 7, 1890.

Principal and agent—Agent acting within scope of his apparent authority.

Held:—Where wines were ordered by the secretary-treasurer of a club, who had apparent authority to purchase supplies for his club, and the wines were invoiced and consigned to the club, that the latter were liable for the price. To establish a defence in such case it would be necessary to show not only that the act of the agent was unauthorized, but that the party dealing with the agent had notice thereof.—*Gourd* v. *Fish & Game Club*, Würtele, J., Nov. 26, 1890.

Railway expropriation—Award of arbitrators—Nullity of award.

Held:—1. An appeal by which the Court is called upon to modify an award of arbitrators in an expropriation under the Railway Act of Canada, by either increasing or diminishing the amount allowed by the arbitrators, can only be taken when a valid award exists.

2. By Section 152 of the Railway Act, no valid award can be made except at a meeting of the arbitrators of which any absent arbitrator had two clear days' notice, or to which a meeting at which he was present had been adjourned.—*Denis dit St. Denis* v. *Cie. de Chemin de Fer de M. & O.*, Würtele, J., Dec. 2, 1890.

COURT OF APPEAL.

LONDON, Oct. 27, 1890.

Before LORD ESHER, M.R., LINDLEY, L.J., LOPES, L.J.

WHITE v. BOLCKOW, VAUGHAN & Co. (LIM.)

Practice—Trial before Jury—Application for New Trial on ground that Verdict against Weight of the Evidence.

Appeal of defendants from the decision of a Divisional Court refusing a new trial of an action tried before DAY, J., and a jury.

The Court dismissed the appeal.

LORD ESHER, M.R., in delivering his judgment, said: As this is the first case of the kind that has come before us since it has been settled that this Court shall hear all applications for new trials, even where the action has been tried before a jury, I shall venture to emphasise what has often been said in this Court before now. I think one of the great objects of the Judicature Acts was to prevent a repetition of trials in an action, and the Court, therefore, where the action has been tried out before the proper tribunal, will not order a new trial but with extreme reluctance, and will struggle to avoid doing so, if justice can be done without imposing upon the parties so burdensome an infliction. Therefore, whether the grounds of the application be misdirection, misreception of evidence, or that the verdict is against the weight of the evidence, the Court will en-