

and liabilities to be drawn from a consideration of the subject-matter, the nature of the provisions as a whole and the character of the objects of the legislation as disclosed thereby.

Appeal allowed with costs.

*Ewart*, K.C., and *E. F. Haffner*, for appellants. *Woods*, K.C., for respondent.

Ont.]

[June 1.

CROWN LIFE INS. CO. v. SKINNER.

*Appeal—Final judgment—Action for commissions—Judgment for plaintiff—Reference—Further directions and costs reserved.*

In an action against an insurance company by the executrix of an agent for commissions on policies and renewals alleged to have been earned by testator the trial judge gave judgment for the plaintiff, ordered an account to be taken and reserved further directions and costs. His judgment was sustained by the Court of Appeal.

*Held*, FITZPATRICK, C.J., dissenting, that the judgment of the Court of Appeal was not a final judgment for which an appeal would lie to the Supreme Court of Canada.

*G. F. Henderson*, K.C., for plaintiff. *Mowat*, K.C., contra.

N.B.]

[June 1.

FRANCIS KERR CO. v. SEELY.

*Lease—Water lots—Status of lessee—Injunction.*

S. is a lessee under lease from the city of St. John of a water lot in the harbour and the F. K. Co. are lessees of the next lot to the south, and there are other lots to the south between that of S. and the foreshore of the harbour. By his lease S. has a right of access to and from his lot on the east and west sides.

*Held*, reversing the judgment appealed against (40 N.B. Rep. 8), IDINGTON, J., dissenting, that S. was not a riparian owner and had no rights in respect of his lot other than those given him by his lease. Hence, he could not restrain the adjoining lessee from erecting a wharf on his own lot which would cut off access to that of S. from the south a right of access not provided for in his lease.

Appeal allowed with costs.

*Hazen*, K.C., and *Baxter*, K.C., for appellant. *Teed*, K.C., and *Wilson*, K.C., for respondent.