

**AFFIDAVIT OF "BONA FIDES"**—See Bill of Sale.

**AGE OF BUILDING**—See Insurance 9.

**AGENTS, POWERS OF**—See Insurance 1—Sale of Goods 3.

**AGENTS, RIGHTS OF**—See Insurance 2.

**ALTERATION OF NAME OF COMPANY**—See Companies 1.

**ANTE-NUPTIAL CONTRACTS** — See Foreign Law.

**APPEAL**—SEE ALSO ARBITRATION AND AWARD — ELECTIONS — EXPROPRIATION—MANDAMUS.

**1. SUPREME AND EXCHEQUER COURTS AMENDING ACT, 1891, s. 3—APPEAL FROM COURT OF REVIEW.—QUEBEC.**

By s. 3 of the Supreme and Exchequer Courts Amending Act of 1891, an appeal may lie to the Supreme Court of Canada from the Superior Court in Review, Province of Quebec, in cases which by the law of the Province of Quebec are appealable direct to the Judicial Committee of the Privy Council. A judgment was delivered by the Superior Court in Review at Montreal in favour of D., the respondent, on the same day on which the Amending Act came into force. On a motion by D. to quash an appeal to the Supreme Court of Canada taken by H.:

*Held*, that the appellant not having shown that the judgment was delivered subsequent to the passing of the amending Act, the Court had no jurisdiction.

*Quere*, whether an appeal will lie from a judgment pronounced after the passing of the amending Act in an action pending before the change of the law. Appeal dismissed. *Hurtubise v. Desmarceau*, Supreme Court of Canada, 10 Nov. 1891.

**2. TITLE TO LAND—SUPREME AND EXCHEQUER COURTS ACT, SEC 29 (b).**

In an action brought before the Superior Court with seizure in recaption under arts. 857 and 887 C. C. P. and art. 1624 C. C. the defendant pleaded that he had held the property (valued at over \$2,000) since the expiration of his lease under some verbal agreement of sale. The judgment appealed from,

reversing the judgment of the Court of Review, held that the action ought to have been instituted in the Circuit Court. On appeal to the Supreme Court,

*Held*, that as the case was originally instituted in the Superior Court and that upon the face of the proceedings the right to the possession and property of an immoveable property is involved, an appeal lies. Supreme and Exchequer Courts Acts, sec 29 (b.) and ss. 28 and 24. (Strong, J. diss.) *Blatchford v. McBain*, 19 Can. S. C. R. 42.

*Notes.*

See *Darling v. Ryan*, Cassels Dig. p. 254; *Bank of Toronto v. Le Curé etc.*, 12 Can. S. C. R. 25; *Gilman v. Gilbert*, 16 Can. S. C. R. 189; *Chagon v. Normand*, 16 Can. S. C. R. 661.

**3. APPEAL FROM REPORT OF OFFICIAL REFEREE—DAMAGES TO PROPERTY FROM WORKS EXECUTED ON GOVERNMENT RAILWAY—PAROL UNDER TAKING TO INDEMNIFY OWNERS FOR COSTS OF REPAIRS BY OFFICER OF THE CROWN—EFFECT OF.**

*Held*, affirming the judgment of the Exchequer Court, that where by certain work done by the government railway authorities in the City of St. John the pipes for the water supply of the City were interfered with, claimants were entitled to recover for the cost reasonably and properly incurred by their engineer in good faith, to restore their property to its former safe and serviceable condition, under an arrangement made with the chief engineer of the government railway, and upon his undertaking to indemnify the claimants for the cost of the said work. Strong and Gwynne, JJ. dissenting on the ground that the chief engineer had no authority to bind the Crown to pay damages beyond any injury done. *The Queen v. The St. John Water Commissioners*, 19 Can. S. C. R. 125.

**4. JURISDICTION — ACTION IN DISAVOWAL — PRESCRIPTION — APPEALANCE BY ATTORNEY — SERVICE OF SUMMONS—C. S. L. C., ch. 83, sec. 41. Quebec.**

In an action brought in 1866 for the sum of \$800 and interest at 12½ per cent, against two brothers, J. S. D. and W. McD. D., being the amount of