

CAN.
 EX. C.
 ———
 BRITISH
 AMERICAN
 FISH CO.
 v.
 THE KING.
 ———
 Cassels, J.

cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but, where you can sever them, whether the illegality be created by statute or by the common law, you may reject the bad part and retain the good."

I fail to appreciate the argument pressed upon me that in the case before me the Crown was induced to grant the lease at a small rental based upon a hope that the lessee might expend a further sum than \$50,000 in the development of the territory. There is no evidence whatever adduced shewing any attempt to impose upon the Crown.

I answer the question set out in para. 8 of the special case, by stating that the document dated April 19, 1904, was binding upon the respondent in respect of a part of the period therein mentioned, that the said lease is now terminated, and I direct judgment to be entered for the suppliant for the sum of \$15,000, with costs to be taxed.

Judgment accordingly.

CAN.
 S. C.

LECOMTE v. O'GRADY.

Supreme Court of Canada, Sir Charles Fitzpatrick, C.J., and Davies, Idington, Anglin and Brodeur, JJ. October 21, 1918.

Sir Louis Davies, C.J., and Idington, Anglin and Brodeur, JJ., and Cassels, J., ad hoc. December 9, 1918.

1. APPEAL (§II A-35)—FROM COURT OF APPEAL, MANITOBA—FINAL JUDGMENT—SUPREME COURT ACT—JURISDICTION OF SUPREME COURT OF CANADA.

A judgment of the Court of Appeal, Manitoba, on an appeal from the Court of King's Bench on a stated case, declaring that a certain document is a promissory note, and disposing of substantive rights of the parties is a final judgment within the meaning of s. 2 (e) of the Supreme Court Act.

2. BILLS AND NOTES (§ I-1)—INSTRUMENT VALID ON FACE AS PROMISSORY NOTE—INDEPENDENT MEMORANDUM WRITTEN AT BOTTOM—EFFECT.

A document which on its face complies with all the requirements of a valid promissory note is not invalidated as such by a memorandum written at the foot of the document, which constitutes an independent agreement relating to something to be performed immediately upon payment of the note.

[*O'Grady v. Lecomte* (1918), 40 D.L.R. 378, affirmed.]

Statement.

APPEAL from a decision of the Court of Appeal for Manitoba (1918), 40 D.L.R. 378, reversing the judgment at the hearing on a stated case. Affirmed.

A motion was made to quash the appeal on the ground that the judgment of the Court of Appeal was not final.

W. L. Scott, for the motion; *Geo. F. Henderson*, K.C., *contra*, was not called upon.