of the respondent as a member of the House of Commons for the Electoral District of Montmorency. The trial of the petition was fixed by order of a judge for the 22nd of October, but was not proceeded with. On the 16th December application was made by respondent to the Court to have the petition declared abandoned on the ground that six months had elapsed after the petition had been presented without the trial having been commenced, as provided in section 32, ch. 9, R.S.C. This application was granted by the Court, and the election petition was dismissed. On appeal to the Supreme Court of Canada, it was:

Held, Fournier and Henry, JJ., dissenting, that there was no provision in the Dominion Controverted Elections Act authorizing an appeal from such an order or judgment (R.S.C., ch. 9, sec. 50), and therefore the present appeal should be quashed with costs for want of jurisdiction.

Appeal quashed with costs.

Ferguson for appellant.
McIntyre for respondent.

In the L'Assomption Election Appeal, where the appeal was only from the decision of the judge refusing to set aside the election petition on the ground that the trial had not been proceeded with within six months since the date of its presentation, and there was a subsequent judgment of the Court setting aside the election on the admitted acts of corruption by agents, it was also held that the Supreme Court of Canada had no jurisdiction to entertain the appeal.

Prefontaine for appellant.
Bisaillon for respondent.

In the L'Islet Election Appeal the appeal was quashed for the same reason as that given in the Montmorency case.

Feb. 28, 1888.

New Brunswick.]

SNOWBALL v. RITCHIE.

Boundary—Dispute as to—Reference to surveyors—Duties of surveyors under reference.

R., who held a license from the Government of New Brunswick to cut timber on certain Crown Lands, claimed that S., licencee of the adjoining lots, was cutting on his grant, and he issued a writ of replevin for some 800 logs alleged to be so cut by S. The replevin suit was settled by an agreement between the parties to leave the matter to surveyors to establish the line between the two lots, the agreement providing that "the lines of the land held under said license (of R.) shall be surveyed and established by (naming the surveyors), and the stumps counted, &c."

Held, reversing the judgment of the Court below, that under this agreement the surveyors were bound to make a formal survey, and could not take a line run by one of them at a former time as the said boundary line.

Appeal allowed with costs.

G. F. Gregory for the appellant.
C. W. Weldon, Q.C., for the respondent.

Feb. 29, 1888.

New Brunswick.]

PROVIDENCE WASHINGTON INS. CO. v. GEROW.

Marine Insurance—Voyage insured—Port on western coast of South America—Deviation.

A marine policy insured the ship "Minnie H. Gerow" for a voyage from Melbourne, Australia, to Valparaiso for orders, thence to a loading port on the western coast of South America, and thence to a port of discharge in the United Kingdom.

The ship went from Valparaiso to Lobos, an island from 25 to 40 miles off the western coast of South America, and after sailing from there was lost. In an action on the policy:—

Held, reversing the judgment of the Court below, that whether or not Lobos was a port on the western coast of South America, within the meaning of the policy, and understood to be so by shipowners and commercial men generally, was a fact to be determined by the jury, and the judge not having left it to the jury a new trial was ordered on the ground of misdirection.

J. Straton, for the appellants.
C. W. Weldon, Q.C., and *C. A. Palmer*, for the respondents.