

November, on application of the petitioner for instructions, another order was made by the said judge which directed that judicial days only should be counted in computing the said thirty days and stating that such was the meaning of the order of 25th May, and that the 6th December would be the date of trial. On the petition coming on for trial on 6th December appellant moved for peremption on the ground that the six months' limitation for hearing had expired. The motion was refused, and on the merits the election was declared void. On appeal to the Supreme Court,

*Held*, DAVIES, J., dissenting, that an appeal would not lie from the order of 19th November; that the judge had power to make such order, and its effect was to extend the time for trial to 6th December, and that the order for peremption was, therefore, rightly refused.

*Beique*, K.C., and *Brossoit*, K.C., for appellant. *Bisaillon*, K.C., and *Laurendeau* for respondent.

Present, SIR HENRY STRONG, C.J., and SEDGWICK, GIROUARD, DAVIES and MILLS, JJ.

Que.]

RICHELIEU ELECTION.

[Feb. 20.]

*Appeal—Judgment dismissing petition—Want of prosecution.*

There is no right of appeal to the Supreme Court of Canada from a judgment dismissing a petition against the return of a member of the House of Commons for want of prosecution within the six months prescribed by R.S.C., c. 9, s. 32.

*Fitzpatrick*, K.C., for motion. *Bisaillon*, K.C., contra.

N.S.]

OLAND v. McNEIL.

[Feb. 20.]

*Sale of land—Conveyance absolute in form—Mortgage—Resulting trust—Notice to equitable owner—Estoppel—Inquiry.*

The transferee of an interest in lands under an instrument absolute on its face, although in fact burthened with a trust to sell and account for the price may validly convey such interest without notice to the equitable owners.

*Borden*, K.C., for appellants. *O'Connor*, for respondent McNeil. *Newcombe*, K.C., and *Drysdale*, K.C., for respondent Wallace.

N.S.]

PETERS v. WORRALL.

[Feb. 20.]

*Action for account—Agent's returns—Compromise—Subsequent discovery of error—Rectification—Prejudice.*

P. was agent to manage the wharf property of W. and receive the rents and profits thereof, being paid by commission. When his agency terminated W. was unable to obtain an account from him and brought an