

of Canada with moneys belonging to the Common School Fund, (of which the Crown is trustee), from the Quebec North Shore Turnpike Road Trustees, the defendants pleaded that the debentures could not be lawfully held or recovery had thereon inasmuch as the advisers of the Crown, at the time of their purchase, were aware that the debentures had been issued in breach of trust and their proceeds misapplied towards payment of interest on other debentures due by them.

*Held*, that, as there was statutory authority for the issue of the debentures in question, knowledge of any breach of trust, or misapplication of moneys in respect thereto, by such advisers of the Crown could not be set up by the defendants as a defence to the action. Appeal dismissed with costs.

*Lafleur*, K.C., and *Stuart* K.C., for appellants. *Shepley*, K.C., for respondent.

---

Que.] MOREL v. LEFRANCAIS. [Nov. 23, 1906.

*Contract—License to cut timber—Description of land—Boundaries—Winding river—Ambiguity.*

A license to cut timber on lands traversed by a water-course described the portion on which the timber was to be cut as "bounded on the south" by the river. The river crossed the width of the land almost entirely at a point about seven arpents from its northern boundary, and again crossed it completely at another point about nineteen arpents further south.

*Held*, that there was no ambiguity in the description, but even if any doubt existed, the language of the instrument must be construed literally, and the party bound thereby could not be allowed to give evidence of extraneous circumstances to shew a different intention. Appeal allowed with costs.

*C. E. Dorion*, K. C., for appellant. *L. P. Pelletier*, K.C., for respondent.

---

Ont.] WABASH RAILROAD CO. v. MISENER. [Dec. 11, 1906.

*Negligence—Railway company—Findings of jury—"Look and Listen."*

M. attempted to drive over a railway track which crossed a highway at an acute angle where his back was almost turned to