

one G. in trust, who subsequently surrendered a portion of it to the company, and that the thirty per cent. had not been truly and in fact paid thereon, sought at the instance of a relator by proceedings in the Superior Court for Lower Canada to have the company's charter set aside and declared forfeited.

Held, affirming the judgment of the court below :

(1) That this being a Dominion statutory charter, proceedings to set it aside were properly taken by the Attorney-General of Canada.

(2) That such proceedings taken by the Attorney-General of Canada under Arts. 997, *et seq.*, if in the form authorized by those articles, are sufficient and valid, though erroneously designated in the pleadings as a *scire facias*.

(3) That the *bonâ fide* subscription of \$100,000 within six months of the date of the passing of the Act of incorporation and the payment of the 30 per cent. thereon were conditions precedent to the legal organization of the company with power to carry on business ; and as these conditions had not been *bonâ fide* and in fact complied with within such six months, the Attorney-General of Canada was entitled to have the company's charter declared forfeited. GWYNNE, J., dissenting.

Appeal dismissed with costs.

Robinson, Q.C., Macmaster, Q.C., and Goldstein for appellants.

S. H. Blake, Q.C., and Lajoie for respondent.

RODIER v. LAPIERRE.

Appeal—Monthly allowance of \$200—Amount in controversy—Annual rent—R.S.C., c. 139, s. 29 (b)—Jurisdiction.

B.R., under a will and an Act of the Legislature of the Province of Quebec (54 Vict., c. 96), claimed from A.L., as administratrix of the estate of Hon. C. S. Rodier, the sum of \$200, being an instalment of the monthly allowance which A.L. was authorized to pay to each of the testator's daughters out of the revenues of his estate. The action was dismissed by the Court of Queen's Bench for Lower Canada; and on an appeal to the Supreme Court,

Held, that the amount in controversy being only \$200, and there being no "such future rights" where the rights in future of B.R.

might be bound within the meaning of these words in s. 29 (b) of the Supreme Exchequer Courts Act, the case was not appealable.

Annual rents in s-s. (b) of s. 29 of R.S.C., c. 139, mean ground rents, *rentes foncières*, and not an annuity or any other like charges or obligations.

Appeal quashed with costs.

Lash, Q.C., and DeMartigny for appellant.

Geoffrion, Q.C., and Beaudin, Q.C., for respondent.

DUBOIS v. CORPORATION DE STE. ROSE.

Appeal—Road repair—Municipal by-law—Validity of—Rights in future—Supreme and Exchequer Courts Act, s. 29 (b).

In an action brought by respondents for the recovery of the sum of \$262.14 paid out by them for macadam work on a piece of road fronting the appellant's lands, the work of macadamizing the said road and keeping it in repair being imposed by a by-law of the municipal council of the respondents, the appellants pleaded the nullity of the by-law. On appeal to the Supreme Court of Canada from the judgment of the Court of Queen's Bench for Lower Canada (appeal side) dismissing the appellant's plea,

Held, that the appellant's rights in future as to the obligation to repair the road not being "future rights" within the meaning of s. 29 (b), the case was not appealable. *County of Verchères v. Village of Varennes* (19 S.C.R. 365) followed, and *Reburn v. Ste. Anne* (15 S.C.R. 92) overruled. GWYNNE, J., dissenting.

Appeal quashed with costs.

Bastien and Fortin for appellants.

Ouinnet and Emard for respondents.

Nova Scotia.]

SYDNEY AND LOUISBURG R.W. CO. v. SWORD.

Dower—Defective title—Grant by Provincial Government of Dominion lands—Estoppel—Local Act.

S. brought an action to recover dower out of lands conveyed to defendant company through another company from her husband. Defendants pleaded that the lands were part of the navigable waters of Sydney harbour, and were granted to plaintiff's husband by the Government of Nova Scotia contrary to the provisions