

and their Lordships hold that under s. 91, s-s. 29, and s. 92, s-s. 10, the Dominion Parliament has exclusive right to prescribe regulations for the construction, repair and alteration of the Canadian Pacific Railway; and the Provincial Legislature has no power to regulate the structure or repair of any ditch forming part of its authorized works; but it is within the power of a Provincial Legislature to make regulations for the keeping of such ditches, within its territorial jurisdiction, clean and free from obstructions.

GUARANTEE—BOND—CONSTRUCTION—RECITAL IN BOND.

Australian Joint Stock Bank v. Bailey (1899) A.C. 396, is an appeal from the Supreme Court of New South Wales, and the only question involved was the construction of a bond. The facts were as follows: The respondent with others gave a joint and several guarantee to the appellant bank limited to £2,500, in respect of overdrafts by a customer of the bank. Subsequently, the respondent, with others, gave a joint and several bond to the bank, reciting a desire for advances to the same customer, and securing the payment of the balance of the account current. The action was brought both on the guarantee, and the bond; the guarantee was held to be invalid, and the defendant claimed that his liability on the bond was limited to the amount due over and above that intended to be secured by the guarantee. This contention was based on the ground that the bond contained a recital that the obligors were desirous to obtain advances "in addition to the sum" secured by the guarantee: but inasmuch as the condition of the bond clearly covered the whole balance due in respect of all moneys advanced by the bank to the customer in question, the committee was of opinion that its operative effect could not be restricted by the recital, and allowed the appeal and reversed the judgment of the court below.

WILL—EVIDENCE OF EXECUTION OF WILL—DENIAL BY ATTESTING WITNESS—TESTAMENTARY CAPACITY.

Pilkington v. Gray (1899) A.C. 401, was an appeal from the Chancery Court of Bermuda. The action was to establish a will, and for administration of the testator's estate, in which one of the defendants contested the validity of the will, both on the ground of its not having been duly executed, and because of the testator's alleged want of testamentary capacity. Probate had been granted