

Quebec.]

ATLANTIC & NORTH WEST R'Y Co. v. JUDAH.

Railway expropriation—Award—Additional interest—Confirmation of title—Diligence—The Railway Act, secs. 162, 170, 172.

On a petition to the Superior Court, praying that a railway company be ordered to pay into the hands of the prothonotary of the Superior Court a sum equivalent to six per cent. on the amount of an award previously deposited in court under sec. 170 of the Railway Act, and praying further that the company should be enjoined and ordered to proceed to confirmation of title in order to proceed to the distribution of the money, the company pleaded that the court had no power to grant such an order, and that the delays in proceeding to confirmation of title had been caused by the petitioner who had unsuccessfully appealed to the higher courts for an increased amount.

Held, reversing the judgment of the courts below, that by the terms of sec. 172 of the Railway Act, it is only by the judgment of confirmation that the question of additional interest can be adjudicated upon.

Held, further, that, assuming the court had jurisdiction, until a final determination of the controversy as to the amount to be distributed, the railway company could not be said to be guilty of negligence in not obtaining a judgment in confirmation of title. The Railway Act, sec. 172. Fournier, J., dissenting.

Appeal allowed with costs.

H. Abbott, Q. C., for appellant.

Branchaud, Q. C., for respondent.

Ontario.]

29 March, 1894.

MCGEACHIE v. NORTH AMERICAN LIFE ASSURANCE Co.

Life insurance—Condition in policy—Note given for premium—Non-payment—Demand of payment after maturity—Waiver.

A policy of life insurance contained a condition that if any premium, or note, etc., given for a premium, was not paid when due, the policy should be void. M. who was insured by this policy, gave a note for the premium, and when it matured he paid a part and renewed for the balance. The last note was twice renewed, and was overdue and unpaid when M. died. After