only on the 7th July that a plea was filed, alleging that the arbitration had been irregular and was against the weight of evidence. On 2nd September, E. B. et al. inscribed the case for hearing on the merits, on which day the railway company moved to be authorized to answer the *faits et articles*, and the motion was refused. The notice of expropriation and the award both described the land expropriated as No. 1, on the plan of the railway company deposited according to law, but in another part of the notice it described it as forming part of a cadastral lot 2345, and in the award as forming part of lots 2344, 2345. On the 5th December, judgment was rendered in favour of E. B. et al. for the amount of the award. From this judgment the railway company appealed to the Court of Queen's Bench (appeal side), and that Court reversed the judgment of the Superior Court, holding *inter alia* the award bad for uncertainty and that the case should also be sent back to the Superior Court, to allow the defendants to answer the *faits et articles*.

On appeal to the Supreme Court of Canada it was:

Held, 1. That there was no uncertainty in the award, as the words of the award and notice were sufficient of themselves to describe the property intended to be expropriated and which was valued by the arbitrators.

2. That the motion for leave to answer *faits et articles* was properly refused. (Taschereau, J., dissenting).

Appeal allowed with costs.

Pelletier, for appellants.

Duhamel, Q.C., for respondents.

Quebec.]

THE NORTH SHORE RAILWAY CO. v. TRUDEL.

Land, Sale of—Delivery to agent—Pleadings—Arts. 1501-1502, *C. C.*

S. T. brought an action to recover $3,200 as balance of the purchase money of certain land in Quebec sold by him to the N. S. Railway Co. To this action the Railway Co. pleaded by temporary exception that out of 3,307 superficial feet sold to them, S. T. never delivered 710 feet, and that so long as the full quantity purchased was not delivered they were not bound to pay. To this plea S. T. replied specially that he delivered all the land sold to P. B. V., the agent of the company, with their assent and approbation together with other land sold to said P. B. V. at the same time. At the trial it was shown that P. B. V. had purchased all the land owned by S. T. in that locality but exacted two deeds of sale, one of 3,307 feet for the Railway Company, and another of the balance of the property for himself. By the deed to P. B. V. his land is bounded by that previously sold to the company. P. B. V. took possession and the railway company fenced in what they required.

HELD, affirming the judgments of the Court below, that S. T. having delivered to P. B. V., the agent of the company, with their assent and approbation, the whole of the land sold to them, together with other land sold to the said P.B.V. at the same time, he was entitled to the balance of the purchase money. *Per* Taschereau, J.: That all appellants could claim was a diminution of price or a resiliation of the sale under Arts. 1501, 1502, and that therefore their plea was bad.

Appeal dismissed with costs.

Duhamel, Q. C., for appellants.

Bedard, for respondent.

Ontario.]

THE CONFEDERATION LIFE v. MILLER.

Life Insurance—Application for Policy—Declaration by assured—Basis of contract—Warranty—Misdirection.

An application for a life insurance policy contained the following declaration after the applicant's answer to the question submitted:—

"I, the said George Miller, (the person whose life is to be insured) do hereby warrant and guarantee that the answers given to the above questions (all which questions I hereby declare that I have read or heard read) are true, to the best of my knowledge and belief; and I do hereby agree that this proposal shall be the basis of the contract between me and the said association, and I further agree that any mis-statements or suppression of facts made in the