

tract exceeds the sum of \$500, and, in matters of torts), exceeds the sum of \$200, exclusive of costs; or unless the matter in question relates to the taking of an annual or other rent, customary, or other duty or fee, or a like demand of a general or public nature affecting future right:—Held, that, where a trial Judge had not granted leave to appeal in a case in which, by virtue of this section, leave to appeal was necessary, the court in banc had no jurisdiction to entertain an appeal, or to give leave to appeal, even, *semble*, had it appeared that the Judge had said that the applicant might apply to the court in banc for leave. *Semble*, where a party fails in his case by reason of his neglecting to give necessary evidence, of which at the time of the trial he had knowledge, he should be allowed a new trial to permit him to supply the evidence, only under special circumstances. *Chalmers v. Fysh* (Ct. 1893), p. 434.

Irregularity: *See* APPEAL, 1.

Inferences of Fact: *See* COMMON CARRIERS.

Severing Defences: *See* COSTS.

Setting Aside Judgment: *See* COSTS.

Discovery: *See* DISCOVERY, AND COSTS.

New Trial: *See* NEW TRIAL.

PRAIRIE FIRE.

Prairie Fire Ordinance—*Railway Engine—Escape of Fire.*]—An Ordinance of the Territories prohibited the kindling and placing of fire "in the open air in any part of the Territories," except for certain purposes. The defendants, who were respectively firemen and engineer on a freight train, were severally convicted of a breach of the Ordinance upon evidence to the effect that sparks from the fire which they had kindled in the locomotive engine had kindled a fire on the adjacent prairie, there being, as the magistrate found, no evidence of improper construction of the engine, or of negligence on the part of the defendants:—Held, that the facts afforded no evidence of the defendants kindling a fire "in the open air." *Queen v. Clive, Queen v. Holdsworth* (Ct. 1889), p. 170.

PRINCIPAL AND AGENT.

Goods Sold and Delivered—*Partnership—Unincorporated Company—Authority of Manager.*]—The defendants carried on a lumbering business in partnership. R. was their manager at the place of operations. The partnership kept in the vicinity of their mill a boarding house, at which their workmen boarded, and a store for the sale to them of supplies. R. ordered goods which were used in the boarding house, the store, or the mill:—Held, that the ordering of the goods was within the scope of R.'s authority and that the defendants were therefore liable. Judgment of Rouleau, J., affirmed. *Ferguson v. Fairchild* (Rouleau, J., Ct. 1892), p. 329.

PRINCIPAL AND SURETY.

See BILLS, NOTES AND CHEQUES, 3—CROWN.

PUBLIC OFFICER.

Sheriff—*Public Officer—Protection—Wrongful Seizure—Principal and Agent—Trust—Fraud.*]—The sheriff is not, when executing a fi. fa. at the suit of a private individual, a public officer entitled to notice and other protection under s. 468 of the Judicature Ordinance. *R. O. 1888 c. 8. McWhiter v. Corbett*, 4 U. C. C. P. 203, followed. *MacDannell v. Robertson* (Rouleau, J., 1892), p. 438.

RAILWAYS.

See COMMON CARRIERS—PRAIRIE FIRE—PRACTICE, 1.

REASONABLE TIME.

See CONTRACT.

REVENUE.

See LIQUOR LAWS.