provisions of said section were extended to police and stipendiary magistrates of cities and towns in other parts of Canada.

Held, that though there are no courts of General Sessions except in Ontario the amending Act is not therefore inoperative but gives to a magistrate in any other province the jurisdiction created for Ontario by s. 785.

Though the organization of courts of criminal jurisdiction is within the exclusive powers of the legislature, the Parliament of Canada may impose upon existing courts or individuals the duty of administering the criminal law and their action to that end need not be supplemented by provincial legislation. Appeal dismissed without costs.

Crockett, for appellant. *Newcombe*, K.C., for Attorney-General of Canada.

N.B.] WOOD *v.* LEBLANC. [May 4.

Title to land—Colourable title—Possession—Statute of limitations Evidence.

The possession of a part of land claimed under colour of title is constructive possession of the whole which may ripen into an indefeasible title, if open, exclusive and continuous for the whole statutory period.

Carrying on lumbering operations during successive winters with no acts of possession during the remainder of each year does not constitute continuous possession. And it is not exclusive where other parties lumbered on the land, continuously or at intervals, during any portion of such period. Appeal dismissed with costs.

Powell, K.C., and *Teed*, K.C., for appellant. *Pugsley*, K.C., *Masters*, K.C., and *Friel*, for respondent.

N.S.] MORGAN SMITH CO. *v.* SISSIBOO PULP CO. [June 8.

Mechanic's lien—Machinery furnished—Contract price.

Under the Mechanics' Lien Act of Nova Scotia, R.S.N.S. (1900) c. 171, a lien for machinery for a mill does not attach until it is delivered and if the contractor for building the mill has then been fully paid there is nothing upon which the lien can operate as by s. 6 of the Act the owner cannot be liable for a sum greater than that due to the contractor.

B., holder of more than half the stock of a pulp company for which he had paid by cheque, and also a director, offered to sell to the company land to build a mill and furnish working capital on receipt of all the bond issue and cash on hand. The offer was accepted and all the stock issued as fully paid up was deposited with a Trust Co. and the cash his own cheque and the price of five shares handed to B. The stock was sold and from the proceeds the land was paid for, the working capital promised given to the company, and the balance paid to B. from time to time as the