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 REPORTS AND NOTES OF CASES.
 

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 Province of Ontario.
 

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 COURT OF APPEAL.
 

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Full Court.]

[Feb. 22.]

KEEWATIN POWER CO. v. TOWN OF KENORA.

*Rivers and streams—Non-tidal rivers—Grant of lands bordering on—Title to bed of river ad medium flum aquæ—Common law doctrine—R.S.O. 1897, c. 3, s. 1.*

The common law of England relative to property and civil rights—as introduced into this province in 1792, now enacted in the R.S.O. 1897, c. 3, s. 1—except in so far as repealed by Imperial legislation having force in this province, or by provincial enactments, is the rule for the decision thereof: so where a grant of land is made bordering on a river, if a tidal river, the title to the bed is presumed to remain in the Crown, unless otherwise expressed in the grant; whereas if non-tidal, whether navigable or not, the title in the said bed ad medium flum aquæ is presumed to be in the riparian proprietor.

Where, therefore, lands were granted by the Crown bounded by the Winnipeg River, a non-tidal river, the title to the bed of the river ad medium flum aquæ was held to have passed to the riparian owner by virtue of the grant to him.

Judgment of ANGLIN, J., at the trial reversed.

Wallace Nesbitt, K.C., Jennings, L. G. McCarthy, C. A. Moss, Rowell, K.C., and Wilkie, for various parties.

Full Court.]

[March 24.]

LONDON AND WESTERN TRUSTS CO. v. CANADIAN FIRE INS. CO.

*Fire insurance—Lease—Change in nature of risk—Absence of notice or knowledge by landlord—"Control" of landlord—Omission to notify insurers.*

The judgment of a Divisional Court in favour of the plaintiffs was affirmed by the Court of Appeal, substantially for the same reasons as those appearing in the opinion of the Divisional