

Held.—That a judgment of the Superior Court, under the Town Corporations General Clauses Act, 40 Vict. c. 29, s. 200, (R. S. 4376), upon a petition to set aside a resolution of a county council on the ground of illegality, is a judgment respecting municipal matters, and is not susceptible of revision before three judges. R. S. 4614. — *McConnell v. La Corporation de la Ville de Lachute*, in Review, Johnson, Davidson, de Lorimier, J.J., June 22, 1889.

Railway—Highway crossing—Negligence—Verdict against evidence—New trial.

The husband of plaintiff was struck by an outgoing train and killed, while attempting to cross the tracks where the highway was intersected by the railway. The evidence was to the effect that he persisted in crossing notwithstanding the warning of the guardian; the gate was closed; there was day-light; the bell of the engine was ringing; and the approaching train could be seen for three-quarters of a mile from the place of the accident. The jury found for the plaintiff.

Held.—That the verdict was against evidence, it being clearly proved that the deceased had not exercised ordinary care; and a new trial was ordered.—*Curran v. G.T.R. Co.*, Loranger, Würtele, Davidson, J.J., June 8, 1889.

Carrier—Bill of lading—Condition.

Held.—That the condition on the back of a through bill of lading, relieving a railway company from responsibility as soon as goods entrusted to them for carriage have been delivered to the next succeeding carrier at the extremity of the line of the railway company issuing said bill of lading, is a legal and reasonable condition, and is binding on the shipper who either has, or from the circumstances is presumed to have, knowledge thereof, and to have accepted the contract subject to such condition.—*Beaumont v. C.P.R. Co.*, Jetté, J., Oct. 29, 1889.

Costs—Commission Rogatoire—Fees of Solicitors on open Commission.

Held.—That where the parties consent to the substitution of an open commission for the examination of witnesses at a distance, in lieu of a commission in the ordinary form,

the fees of counsel conducting the *enquête* before the commissioner will be taxed as costs in the case.—*Pictou Bank v. Anderson*, Jetté, J., Dec. 14, 1889.

Principal and Agent—Fraud—Transfer of fire insurance—Agent, Powers of—Art. 1735, C.C.

The defendant, an insurance broker, was the agent of two insurance companies, one of which instructed him to cancel a certain risk in Montreal. After asking for a reconsideration, and the order being repeated, he complied, and then transferred the insurance to the other company for which he was agent. He did this without the knowledge of the insured. The same day a fire occurred, and the loss was paid by the company to which the insurance was transferred. In an action by the latter against the agent, for fraudulently making them responsible for the loss:

Held.—That the transfer of the insurance was made by the defendant in good faith and in accordance with the custom of insurance brokers in Montreal, and although not authorized by the insured, it was competent for the agent to act as the mandatary of the company and of the insured.—*Connecticut Fire Insurance Co. v. Kavanagh*, Würtele, J., Nov. 14, 1889.

COUR DE CIRCUIT.

MONTREAL, 23 avril 1889.

Coram OUMET, J.

QUELLET v. LES COMMISSAIRES D'ECOLE POUR LA MUNICIPALITE DE LA PAROISSE DE ST-LAURENT.

Rôle de cotisation scolaire—Validité—Contestation.

JUGÉ.—*Qu'on ne peut, par une procédure incidente, attaquer la validité d'un rôle de perception scolaire.*

Les demandeurs poursuivent le défendeur, pour la réclamation d'une taxe scolaire de \$54.92, tel que porté au rôle spécial de cotisations pour la construction d'une maison d'école dans l'arrondissement numéro huit de la paroisse de St-Laurent.

Le défendeur a produit deux plaidoyers à l'encontre de cette action. Il produit d'a-