

ing the claim to nineteen hundred and ninety-nine dollars and ninety-nine cents appeal to the Supreme Court may be prevented.

In actions relating to a rent for incapacity there can be no appeal to the Supreme Court. In such a case the matter in controversy does not relate to any "annual rents and other matters or things where rights in future might be bound." (Supreme Court Act, R. S. C., c. 139, s. 46 b.)

The term "annual rents" as here used means ground rents (*rentes foncières*) and not an annuity or any other like charges or obligations. (1) An action claiming the right to an annuity is not appealable. The *debitum in presenti* is the criterion of the jurisdiction of the Supreme Court, and the Court has no jurisdiction on the ground that the controversy relates to future rights when these rights are merely personal.

The meaning of the expression in the Supreme Court Act "annual rents and other matters and things where rights in future might be bound" was thus explained by Sir Henry Strong, C.J., in giving the opinion of the Supreme Court. "The other matters or things referred to must, on the ordinary rule of construction, *noscitur a sociis* be construed to mean matters and things *eiusdem generis* with those specifically mentioned. These are titles to lands and tenements and annual rents. We must therefore interpret the words 'other matters and things' as meaning rights of property analogous to title to lands and annual rents and not personal rights, however important." (2)

This rule of construction is settled by a uniform jurisprudence of the Supreme Court and has been applied to annuities of various kinds. Thus, in one case, by a judgment of separation from bed and board, a husband

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(1) Rodier v. Lapierre, 1892, 21 S. C. R. 69.

(2) O'Dell v. Gregory, 1895, 24 S. C. R., 661.