

damages given to the party aggrieved by a statute" within the meaning 3 & 4 Wm. IV., c. 42, s. 3. Kekewich, J., held that it was not, and that the statute in question applied only to actions for damages in the nature of penalties, and not to actions, such as the present, to recover compensation for loss sustained by parties who have subscribed on the faith of untrue statements in a prospectus.

MORTGAGE—"ALL MY REAL AND PERSONAL ESTATE"—UNCERTAINTY.—PUBLIC POLICY—VALIDITY.

In re Kelcey, Tyson v. Kelcey (1899) 2 Ch. 530, was an action for administration by a creditor of a deceased person in which the validity of a mortgage executed by the testator on "all my real and personal estate" was disputed, and it was contended that the mortgage was void for uncertainty, and as being against public policy, but Kekewich, J., upheld the validity of the mortgage.

REPORTS AND NOTES OF CASES

Dominion of Canada.

SUPREME COURT OF CANADA.

Que.]

LAFRANCE v. LAFONTAINE.

[Oct. 3.

Estoppel—Acquiescement—Flotable waters—Waterpower—River improvements—Joint user—Easement—Arts. 400, 549, 550, 551 and 1213 Civil Code of Quebec.

In a petitory action by the plaintiffs for declaration of title to a parcel of land on the bank of a flotable river, with certain water powers appurtenant, and the dams, mill-race and privileges thereto belonging, free and clear from any servitude or right of co-ownership, it appeared that the proprietor of the land adjoining plaintiff's, on the lower side, had acquired it for manufacturing purposes, and for a number of years had taken his waterpower through a flume constructed on the river bank in continuation of the plaintiffs' mill-race which brought the water from the dam to the plaintiffs' mills and that, in several deeds and written agreements, there had been acknowledgments of the right of owners of the lower lands to use this water subject to the charge of defraying an equal share of the expense of keeping up the constructions incidental to the utilization of the