

quiescence and confirmation could have that effect unless they amounted to an actual disposition by her, of the property (while discover), to the trustees of the settlement. This decision we noted *ante* vol. 23, p. 249, and it is now affirmed by the House of Lords. In short, the case establishes that the *Infants' Settlement Act* merely removes the bar of infancy, but does not enable an infant married woman to make a valid conveyance of property, which she could not validly convey if she were not an infant.

ILLEGAL TRANSACTION—RATIFICATION BY LIQUIDATORS.

*La Banque Jacques Cartier v. La Banque D'Epargne de Montreal*, 13 App. Cas. 111, is an appeal from the Court of Queen's Bench for Quebec, in which the Judicial Committee came to the conclusion, overruling the court below, that the liquidating authorities of a bank in liquidation have no power to ratify or acquiesce in a transaction, so as to render the bank liable to pay a debt it never owed.

PRACTICE—VERDICT OF JURY.

In *Commissioner of Railways v. Brown*, 13 App. Cas. 133, the Judicial Committee decided that when there is evidence on both sides properly submitted to a jury, and the verdict of the jury is not unreasonable, nor unfair, nor dissented from by the judge who tried the case, it ought not to be set aside, and the decision of the court below setting aside a verdict, under such circumstances as being against the weight of evidence, was reversed.

INCORPORATION OF RAILWAY CO.—VALIDITY OF MUNICIPAL BY-LAW—CONDITIONS PRECEDENT—34 VICT. C. 48 (O.)—37 VICT. C. 43 (O.).

*The Grand Junction and Midland Railway of Canada v. Peterborough*, 13 App. Cas. 136, is a decision of the Judicial Committee on an appeal from the Court of Appeal of this Province. The action was brought by the railway company, to compel payment of a bonus, which had been authorized to be paid to the company by by-law. The defendants contended *inter alia* that the by-law was invalid. 2. That the plaintiffs were not the company referred to in the by-law. 3. Non-performance of conditions precedent. The Judicial Committee dismissed the appeal, holding that the by-law was valid, and that the company was by virtue of 34 Vict. c. 48 (O.), and 37 Vict. c. 43 (O.), entitled to the benefit of the by-law, but, that owing to the non-performance of the conditions precedent, the company was not entitled to recover, and the judgment of the Court of Appeal of Ontario, dismissing the action, was consequently affirmed.

ACTUAL TOTAL LOSS—SALE OF SHIP BY COURT—SALE FOR LESS THAN SALVAGE—DERELICT.

*Cosman v. West*, 13 App. Cas. 160, is an appeal to the Judicial Committee, from the Supreme Court of Nova Scotia. The action was upon policies of insurance on a ship and freight, as for a total loss. The ship had been abandoned by the crew in a sinking condition, having been purposely scuttled by them, but had been subsequently taken possession of by salvors, and towed into port.