

Case stated by J. P.]

[Nov. 11.

REGINA v. TORONTO RAILWAY COMPANY.

*Constitutional law—Justice of the Peace—Stated case—Court of Appeal—
R.S.O., c. 91, s. 5.*

A case can be stated by a Justice of the Peace under R.S.O., c. 91, s. 5, for the judgment of the Court of Appeal only when the constitutional validity of the statute in question is involved and not when the decision depends merely upon whether the statute is or is not applicable to the defendants.

It was held, therefore, that an appeal would not lie from the decision of the Police Magistrate of the City of Toronto that the Toronto Railway Company were bound by a by-law of the Corporation, passed under the authority of the Municipal Act, directing them to put vestibles on their cars, the Company contending that the by-law and the Municipal Act did not apply because their line crossed the lines of Dominion railways, thus making their undertaking a work for the general advantage of Canada and subject only to Dominion regulations.

James Bicknell for defendants. *Irving*, Q.C., for Attorney-General for Ontario. *Fullerton*, Q.C., for relator.

From Boyd, C.]

GREYSTOCK v. BARNHART.

[Nov. 11.

*Evidence—Mortgage—Alteration—Proof of execution—Registration Act—
R.S.O., c. 136, s. 63.*

The production of the registered duplicate original of an instrument with the registrar's certificate endorsed thereon is, by virtue of s. 63 of the Registry Act, R.S.O., c. 136, prima facie evidence of the due execution thereof, notwithstanding the fact that material alterations appear on the face of the instrument, all questions as to these alterations being however still left open.

Whenever it would be an offence to alter an instrument which has been completed, the legal presumption is that material alterations appearing on the face of the instrument were made at such a time and under such circumstances as not to constitute an offence.

Judgment of BOYD, C., reversed.

R. M. Dennistoun for appellant. *G. M. Roger* for respondents.

From Rose J.]

EDMISON v. COUCH.

[Nov. 11.

Trust—Grant on condition—Release.

The owner of land, "in consideration of natural love and affection and of one dollar," conveyed it to the defendants in fee, subject to a life estate in his own favour, and "subject to the payment thereof by the (defendants)" of certain sums to the plaintiffs, the deed being voluntary as to them.