In an interpleader issue, where the lessor claimed a lien on the goods of the lessees for a year's rent due under the said indenture by virtue of 8 Anne, chap. 14, sec. 1:

Held, per Ritchie, C.J., and Henry and Taschereau, JJ., that this instrument was not a lease but a mere license to the grantees to mine and ship the iron ores, and the grantor had no lien for rent under the statute. Strong, Fournier and Gwynne, JJ., contra.

The Court being equally divided the appeal was dismissed without costs.

Northrup for the appellants.

Chute for the respondents.

CLARK v. ODETTE—THE "MARION TELLER."

Salvage—Special contract—Action by agent of owners.

The "Marion Teller" was aground near the shore of Lake Erie and was towed off by a tug. The plaintiffs, who managed the tug on commission, sued in their own names for remuneration for such salvage services, and the Maritime Court awarded them $1,110, finding that there was a special contract made by which the master of the rescued vessel agreed to pay $10 an hour for such services.

Held, reversing the judgment of the Maritime Court, that the plaintiffs being neither owners of, nor mariners, nor passengers on board of the tug, could not sue in their own names for such salvage.

Appeal allowed with costs.

R. Gregory Cox for appellants.

CANADA ATLANTIC RAILWAY CO. v. MOXLEY.

Railway Company—Sparks from engine—Lapse of time before discovery of fire—Presumption as to cause of fire—Defective engine—Negligence.

A train of the Canada Atlantic Railway Company passed the plaintiff's farm about 10.30 a.m., and another train passed about noon. Some time after the second train passed it was discovered that the timber and wood on plaintiff's land was on fire, which fire spread rapidly after being discovered, and destroyed a quantity of the standing wood and timber on said land.

In an action against the company it was shown that the engine which passed at 10.30 was in a defective state, and likely to throw dangerous sparks, while the other engine was in good repair and provided with all necessary appliances for protection against fire. The jury found, on questions submitted, that the fire came from the engine first passing, that it arose through negligence on the part of the company, and that such negligence consisted in running the engine when she was a bad fire-thrower and dangerous.

Held, affirming the judgment of the Court of Appeal (14 Ont. App. Rep. 309), that there being sufficient evidence to justify the jury in finding that the engine which passed first was out of order, and it being admitted that the second engine was in good repair, the fair inference, in the absence of any evidence that the fire came from the latter, was that it came from the engine out of order, and the verdict should not be disturbed.

Appeal dismissed with costs.

Chrysler for appellants.

McCarthy, Q.C., and *Mahon* for the respondents.

COUR DE CIRCUIT.

MONTREAL, 3 avril 1888.

Coram CHARLAND, J.

L'ABBÉ v. NORMANDIN, & HICKMAN.

Billet promissoire—Dol, fraude et fausses représentations—Porteur de bonne foi—Nullité.

JUGÉ:—*Qu'un billet promissoire négociable obtenu sous de fausses représentations, par dol et fraude, doit être traité comme entaché de faux et n'a aucune valeur légale contre le faiseur qui aurait été trompé, même entre les mains d'un tiers de bonne foi qui l'aurait acquis pour valable considération avant son échéance.*

Le demandeur, porteur d'un billet promissoire signé par Normandin à l'ordre d'une prétendue compagnie intitulée *The Butchers' Ice Company*, composée d'une seule personne, le défendeur Hickman, endosseur, poursuivit le faiseur et l'endosseur alléguant que le billet lui avait été transporté pour bonne et valable considération.