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No. 12.

ACCIDENT INSURANCE — See Insur. Accident.

AGENCY—See Principal and Agent—Election Expenses.

AGREEMENT — See Commercial Traveller.

APPEAL.

TO PRIVY COUNCIL.

1. FROM COURT OF REVIEW—RIGHT OF.

Johnson, O.J.: In this case, in which we last week confirmed the judgment of the Superior Court at St. Johns condemning the defendant to pay \$500 damages and costs, a motion was made by the defendant for leave to appeal to Her Majesty in Her Privy Council under the amendment by the 37th V., c. 5 to art. 494, C. P. By those provisions an appeal was given to Her Majesty in Her Privy Council direct from this court, in cases where the appeal to the Queen's Bench from this court was taken away, and where it would lie from the Queen's Bench if the judgment had been given by that court. The defendant seemed to rely upon the amendment of 1891 to the Supreme Court Act which has nothing to do with the present case. The Privy Council in the case of *Allan v. Pratt* (*Beauchamp's Jur. P. C.*, p. 76) laid down the rule clearly that the proper measure of value for determining the right of appeal is the amount received by the plaintiff in the action, and against which the appeal could be brought; and that case adopted the rule in *McFarlane v. Leclair* that had

been laid down still more clearly by Lord Chelmsford, that the judgment is to be looked at as it affects the interests of the party prejudiced by it and who seeks to relieve himself of it by appeal. Such cases are limited to the minimum amount of £500 sterling by art. 1178 C. P.

The defendant's motion is therefore rejected. *Marchand v. Molleur*, Court of Review, Montreal, Nov. 11, 1893.

TO SUPREME COURT

2. JURISDICTION.

Held, that a judgment in an action to vacate the sheriff's sale of an immoveable is appealable to the Supreme Court under Sec. 29 (b). *Dufresne v. Dixon*, (16 Can. S. C. R. 591) followed *Lefeuntun v. Veronneau*, Supreme Ct. of Canada, 24 June 1893.

3. JURISDICTION—AMOUNT IN CONTROVERSY—R. S. C. c. 135—54 & 55 V., c. 25—COSTS—QUEBEC.

C. brought an action against E. claiming that a certain building contract should be rescinded; \$1,000 damages; and \$515 for the value of bricks in the possession of E., but belonging to C. The case was *en délibéré* before the Superior Court when 54 & 55 V. c. 25, amending c. 135, R. S. C., was sanctioned, and the judgment of the Superior Court dismissed C.'s claim for \$1,000 but granted the other conclusions. On appeal to the Court of Queen's Bench by E., the action was dismissed in 1893.

C. then appealed to the Supreme Court of Canada.