

Vente Immobilière :—V. Saisie immobilière.

The vendor of an immoveable is entitled to demand from the purchaser the price of sale due by an *acte sous seing privé* on condition only that he tenders to said purchaser a good and sufficient title to said land, free and clear from all incumbrances ; otherwise his action will be dismissed on inscription in law.

Derome v. The Canadian Northern Quebec Ry. Co., S. C., McCorkill, J., 59.

Vente par le shérif :—V. Saisie immobilière.

Warranty :—V. Action en garantie.

Witness :—V. Témoin (taxe du).

ADDENDA.

Appeal :—Supreme Court.—Retroactivity.

An appeal lies to the Supreme Court of Canada from a judgment of the Court of Review which is not appealable to the Court of King's Bench but is susceptible of appeal to His Majesty in Council. By 8 Edw. VII ch. 75 (Que.) the amount required to permit of an appeal to His Majesty in Council was fixed at \$5,000 instead of £500 as theretofore.

Held, that said Act did not govern a case in which the judgment of the Court of Review was pronounced before it came into force.

By sec. 70 of the Supreme Court Act notice must be given of an appeal from the judgment, *inter alia* " upon a motion for a " new trial. "

Held, that such provision only applies when the motion is made for a new trial and nothing else and notice is not necessary where the proposed appeal is from the judgment on a motion for judgment on a motion for judgment *non obstante* or, in the alternative, for a new trial.

Sedgwick & The Montreal Light Heat & Power Company, 41 Can. Sup. C. R., 639.