

that, as he had title and possession of the property sold to him by the plaintiff, the latter was entitled to recover the \$450 as damages in lieu of specific performance.

Robinson and Bowles, for plaintiff. *Burbidge*, for defendant.

PONTON v. CITY OF WINNIPEG

In the note of this case on p. 77, line 10, from the foot, for "P. then tendered the money," read, "P. had tendered the money before the resolution was rescinded."

Province of British Columbia.

SUPREME COURT.

Full Court.]

BROWN v. BROWN.

[Jan. 20.

Divorce—Appeal—Jurisdiction of full court.

The full court of the Supreme Court of British Columbia possesses no jurisdiction to hear appeals, final or interlocutory, in divorce matters. See *Scott v. Scott* (1891) 4 B.C. 361.

Davis, K.C., for appellant. *Bodwell*, K.C., and *Killam*, for respondent.

Full Court.]

ANGUS v. HEINZE.

[Jan. 22.

Partition—Lands subject to agreement to convey—Agreement—Construction of—Taxation—Evasion of—Exemption from—Railway subsidy lands—B.C. Stat., 1896, c. 8.

There is a substantial distinction between a conveyance and an agreement to convey. Where, therefore, an agreement provided for a formal conveyance by one party to the other party of the latter's moiety, upon the latter's request,

Held, that provisions respecting partition of the property did not come into effect until the execution of such conveyance.

Held, also, that the question that the clause providing for the formal conveyance was merely a devise to escape taxation could be raised only in a proceeding by the Crown.

Bowser, K.C., and *Reid*, K.C., for appellants. *Pugh*, and *Marshall*, for respondents.