

témoigner en sa faveur:—*Gill, J.*, 1894, *Bogart vs Lamb, R. J. Q.*, 5 C. S., 457.

5. L'acte 55-56 V. (Qué.), c. 49, art. 21, a substitué un nouveau paragraphe au paragraphe 10 de l'acte 54 V. (Qué.), c. 78, art. 2, au sujet de l'élargissement de la rue St-Antoine, en la Cité de Montréal. L'art. 2 de cette dernière loi commence par les mots: "La cité de Montréal est autorisée à faire et exécuter les améliorations suivantes". Le paragraphe substitué par le statut 55-56 V., c. 49, après avoir décrit l'élargissement de la rue St-Antoine et en avoir pourvu au coût, dit que les procédures en expropriation "devront être terminées avant le 1er mai 1895, pour la section s'étendant de la rue Craig à la rue Lamontagne, et devront être terminées avant le 1er mai 1896, pour la section s'étendant de la rue Lamontagne aux limites ouest de la ville."—*Juge*, (inflrmant le jugement de la cour Supérieure à Montréal, Davidson, J.): Que la disposition sus-citée est potestative et n'impose pas à la cité de Montréal l'obligation de faire les dits travaux d'élargissement.—*C. R.*, 1895, *Barrington vs City of Montreal, R. J. Q.*, 7 C. S., 146; 18 L. N., 308; 25 R. C. Supr., 202.

6. In an action of ejectment by the Crown, it appeared that the appellant Company derived title through a grant made in 1661, by the French Government, which gave no seignior over the land in suit, but only a right to make establishment for hunting and fishing within certain limits: that the Ordinance, in 1773, together with the action of the French Crown thereunder, did not create or recognize any title in the heirs of the grantee to such seignior; that down to 1854, the Canadian Act, 18 V., c. 3, amended by subsequent Acts, recognized that there was a seignior of Mignan, being part of the disputed land. The boundaries whereof were conclusively established by the schedule authorized by the Acts.

7. *Held*, that the High court was right in dismissing the suit as regards the scheduled lands. If a mistake had been made, the legislature alone could correct it, but a court of law must give effect to the enactment as it stands. *Held*, further, with regard to the claim of the company to hold the whole of the land in suit by prescription and immemorial possession, that, inasmuch as it had disclosed the true source of its title, the law of prescription did not apply:—*P. C.*, 1893, *The Labrador Co. vs The Queen, L. R. App. Cas.*, 104; 62 L.J.P. C., 33; 67 L. T., 73; 16 L. N., 67.

8. An appeal to earlier law and decisions for the purpose of interpreting the provisions of a statutory code can only be justified on some special ground, such as the doubtful import or previously acquired technical meaning of the language used therein:—*P. C.*, 1892, *Robinson vs Canadian Pacific Ry. Co., L. R. App. Cas.*, 473; 61 L. J., P. C., 79; 67 L. T., 505; M. L. R., 5 C. S., 225; M. L. R., 6 B. R., 118; 19 R. C. Supr., 292; 12 L. N., 402; 13 L. N., 338; 15 L. N., 70, 259; 33 L. C. J., 145; 19 R. L., 483.

9. When the english version of a statute provides for imprisonment for infraction of by-law and french version does not, the former must prevail as being more effective:—*Mulvena, D. M.*, 1898, *Davidson vs Roy, 4 R. de J.*, 499.

10. The word "widening" in a statute cannot be read to mean "opening" or "extension," in relation to street improvements; and even if the word "widening" was used by the legislature by inadvertence, instead of "opening," the court cannot correct such error.

11. The Act 57 V., (Que.), c. 57, s. 1, enacts that "notwithstanding any law to the contrary, the cost of widening (certain streets mentioned) shall be paid as follows, etc." And s. 3 enacts that "the commissioners named for each of the said expropriations are hereby empowered to act in order to give effect to the present law." The preamble to the Act refers to a petition presented in 1892, asking for the establishment of a uniform rule.

12. *Held*:—That the statute was retroactive as regards the apportionment of the cost of the improvement, for the streets named in the Act, even when an assessment roll had been completed under the law previously in force:—*C. R. conf.*, 1896, *Joseph vs The City of Montreal, R. J. Q.*, 10 C. S., 531.

13. A contract exempting individuals from municipal taxation must be expressed in clear and unambiguous terms, and cannot be extended by implication. If, on any fair construction of the contract, there is a reasonable doubt whether the claim to exemption exists, this doubt must be solved in favor of the State. In other words, the language used must be of such a character as, fairly interpreted, leaves no room for controversy.

14. Hence, it was held that a contract of exemption which stated that drains should not be charged to the estate of B., but that future purchasers of certain lots of the estate might be required to contribute to the cost of drains, does not exempt from assessment a purchaser of a lot not so specified in the contract,—the principle that the mention of an exception implies a rule not availing to establish an exemption from taxation:—*Archibald, J.*, 1898, *Beauvais vs La cité de Montréal, R. J. Q.*, 14 C. S., 385.

15. The clause "properties fronting" on the line of a street includes properties adjoining or contiguous to the line of the street on any side, although the buildings thereon front on a street intersecting the other and the properties are only bounded on the side line by the street first mentioned:—*C. R. conf.*, 1900, *Watson vs Mase, R. J. Q.*, 17 C. S., 579; C. S., R. J. Q., 15 C. S., 268.

16. Un statut général rappelle les statuts spéciaux sur le même sujet lorsque l'intention du législateur de les rappeler est clairement manifestée.

17. Quand il n'apparaît pas que l'intention du législateur a été de comprendre le statut spécial dans l'acte général subséquent, ou