seil de comté par un certificat du secrétaire-trésorier de la ville;

4o. Qu'il y a lieu à appel du jugement rendu en cette cause par la Cour Supérieure, étant une action en la forme ordinaire pour faire annuler des procédés du conseil de la ville de Lachute.—*McConnell & Corporation de la Ville de Lachute*, Dorion, C.J., Bossé, Baby, Doherty, Cimon, JJ., 23 mars 1891.

Railway Act of Canada, 42 Vict., ch. 9—Award of arbitrators—Prolongation of delay for making award.

HELD:—1. Under the Railway Act of 1879, 42 Vict., ch. 9, that where the arbitrators appointed to fix the compensation for a property, adjourned to a day subsequent to that originally fixed for making the award, without stating in their minutes that such adjournment was for the purpose of making an award, and at their subsequent meeting the three arbitrators and counsel for the parties were present, and no objection was made to the regularity of the meeting, such absence of objection constituted a tacit ratification of the proceedings up to that time.

2. That an adjournment to enable one of the arbitrators to visit the property, without any date being fixed for the next meeting, did not terminate the arbitration; and that an award made on a subsequent day, the three arbitrators being present, was a valid award.

3. That a notarial award is not necessary in the case of an arbitration under the Railway Act of 1879; that the entering of the amount awarded in the minutes constituted the actual award; and the fact that on a subsequent day the award was made out in notarial form and signed by two of the arbitrators, the other arbitrator not being present, did not invalidate the award as previously made and entered in the minutes.—*Ontario & Quebec Ry. Co. & Les Curé etc. de Ste. Anne du Bout de l'Isle*, Cross, Baby, Bossé, Doherty and Cimon, JJ. (Cross and Doherty, JJ., diss.), June 25, 1891.

*SUPERIOR COURT—MONTREAL.**

Sale—Building materials.

Held:—That the words "building materials," in a contract of sale of material to be removed from a certain lot of ground, do not include fixtures and appliances contained in the building for supplying heat, for lighting by gas, and for the distribution of water.—*Labbé* v. *Francis*, Würtele, J., June 18, 1891.

Railway Act of Canada—Jurisdiction of Railway Committee—Complaint of Express company against Railway company—Mandamus.

Held:—1. That the Railway Committee of the Privy Council, created by Sect. 8 of the Railway Act, has jurisdiction to enquire into a complaint of an express company against a railway company that the latter has not granted it equal privileges with other express companies.

2. That an adequate remedy being thus provided, a mandamus does not lie in such cases.—*Ontario Express & Transportation Co. v. G. T. R. Co.*, Würtele, J., July 17, 1891.

Continuation of community—Demand for—Art. 1323, C. C.—Prescription—Art. 2250, C. C. —Improvements—Art. 417, C. C.

Held:—1. Following *Beckett & Merchants Bank of Canada*, M.L.R., 3 Q. B. 381, where a community existed between husband and wife, and there was one child, issue of the marriage, and the husband dying intestate, the surviving consort failed to have an inventory made of the common property, and (the child being then a minor) the surviving consort married a second time without marriage contract,—that in the absence of any demand on the part of the minor for a continued community, a tripartite community did not exist between the surviving consort, her second husband, and the child of the first marriage; and an option made by the child 45 years after the dissolution of the first community has no effect.

2. The claim for revenues of an immovable illegally possessed by the child is prescribed by five years.

3. The possessor has no claim for a building erected by him, which was not a necessary improvement, and which no longer exists, having been burned, and the amount insured thereon paid to him.—*Spooner* v. *Pearson*, in Review, Johnson, C. J., Würtele, Ouimet, JJ., Dec. 30, 1890.

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