fact that the applicant had had one of the diseases opposite which the said marks appeared. The bond issued purported to insure the applicant "in consideration of statements made in the application herefor," etc.

Held, affirming the judgment of the Supreme Court of Nova Scotia (21 N. S. Rep. 274), that the application was incorporated with the bond and made part of the contract for insurance, and that whether the applicant intended the mark opposite the disease which it was found he had had to mean "no," or intended it as an evasion of the question, the bond was void for breach of the warranty in the application.

Appeal dismissed with costs.

Borden, for the appellant.
Henry, Q.C., for the respondent.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Trustees—South Eastern Railway Company—43-44 Vict. (Q.) ch. 49—Cars sold to company before trustees took possession.

By the Act 43-44 Vict. (Q.) ch. 49, the South Eastern Railway Company were authorized to issue mortgage bonds to a certain amount, and to convey the railway franchise, rights and interest to trustees representing the bondholders. The trustees were empowered to take possession of the road in the event of default by the company to pay the bonds, or interest thereon for 90 days. It was also provided (by sect. 10) that neither the company nor the trustees should have power to cease running any portion of the road. The respondents sold cars to the company, after the execution of a trust deed in conformity with the statute above mentioned, but before the trustees took possession of the road for default by the company to pay interest on the bonds. The respondents first sued the company for the amount of their claim, and obtained judgment, and then brought the present action for the same causes against the trustees.

Held:—(Reversing the judgment of Mathieu, J.), 1. That the effect of the Act above mentioned, and of the deed executed in conformity therewith, was not to convey the possession of the road to the trustees from the date of such deed so as to constitute them pledgees; and the trustees were not liable for the price of cars necessary for operating the road, furnished before the time they assumed possession.

2. That although the cars for which payment was claimed in this case were furnished at a time when the railway company was in default to pay interest on bonds, and when the trustees might have taken possession under the terms of the Act, but neglected to do so, the company was not thereby constituted *negotiorum gestor* of the trustees, so as to render the trustees liable for the value of supplies necessary for the operation of the road, obtained by the company before the trustees took possession.—*Farwell & Ontario Car & Foundry Co.*, Tessier, Cross, Church, Bossé, Doherty, JJ.; (Tessier and Church, JJ., diss.), May 28, 1889.

City of Sherbrooke — Telephone company—31 Vict. (Q.) ch. 25—Arts. 752, 757, M. C.

Held:—(Affirming the judgment of Brooks, J., 12 Leg. News, 354), That letters patent issued by the lieutenant-governor in council, incorporating a telephone company, with power to carry on business in the province under the provisions of Sect. 8 of 31 Vict. ch. 25 (now R. S. Q. 4705), to wit, to construct and operate a line or lines of telephone through, under or along the sides of and across streets and highways of towns, cities, etc., in the province, provided that passage or traffic in said streets or highways shall not be impeded or interfered with by the location of the poles and wires of the company, do not confer on the telephone company the power to plant poles and carry wires along and across the streets of a city without first having obtained the permission of the city corporation in whom, by Arts. 752, 757 M. C., the ownership of the streets is vested.—*Sherbrooke Telephone Association & Corporation of City of Sherbrooke*, Dorion, C.J., Tessier, Baby, Bossé, Doherty, JJ., June 19, 1890.

* To appear in Montreal Law Reports, 6 Q. B.