

FULL COURT]

[Feb. 10.

GRAY v. MANITOBA & NORTH-WESTERN RAILWAY COMPANY.

*Sale of railway under mortgage—Jurisdiction where part of railway is outside the Province—Priority of working expenses of whole railway over mortgage of part.*

In this case the Full Court, on appeal from KILLAM, J., varied his decree (noted volume 31, p. 324) by holding that the Court has no jurisdiction to order a sale of defendants' railway, where part of it is outside of the jurisdiction, and by declaring that under the statute authorizing the plaintiffs' mortgage, the working expenses of the whole railway are a first lien on the revenues thereof, and must be provided for in priority to the claim of the plaintiffs under their mortgage, and the decree was varied accordingly. Costs of re-hearing allowed to defendants.

*Ewart*, Q.C., and *C. P. Wilson*, for plaintiffs.

*Tupper*, Q.C., and *Phippen*, for defendants.

FULL COURT]

[Feb. 15.

LINES v. WINNIPEG ELECTRIC STREET RAILWAY COMPANY.

*Negligence—Street railway company—Liability for accident.*

Appeal from judgment of BAIN, J., (noted ante, volume 31, p. 586) dismissed with costs.

*Machray*, for plaintiff.

*Munson*, Q.C., for defendant.

FULL COURT.]

[Feb. 15.

BOOTH v. MOFFAT.

*Negligence—Fire, damages for setting out.*

Appeal from judgment of Bain, J., (noted ante p. 42) dismissed with costs.

*Andrews* and *Pitblado*, for plaintiff.

*Clark*, for defendant.

FULL COURT.]

[Feb. 15.

CANADA PERMANENT LOAN AND SAVINGS COMPANY v. DONORE.

*Corporation—School district—Alteration of boundaries—Liability for debt.*

In this case it was held, affirming the judgment of TAYLOR, C.J., that the defendant school district, although its boundaries had been changed several times since the incurring of the debt in question, leaving only a fraction of its original territory; and its name had also been changed from the "Protestant School District of Donore" to "The School District of Donore, No. 118," under the Public School Act of 1890, was still liable for debentures issued in 1881, and the interest thereon.

*Ewart*, Q.C., for plaintiff.

*Munson*, Q.C., for defendants.