

c. 170, empowering municipal corporations to alter, divert or stop up public thoroughfares and to exchange them for adjacent land, a municipal corporation has power by by-law to close up a portion of a highway and dispose of the strip so taken from its width in exchange for adjacent or contiguous lands to be used in lieu thereof although the effect may be to cause the narrowing of the highway. *Davies, J.*, dissented.

*Per Idington and Brodeur, JJ.*—Such a by-law is valid although passed without the assent of the ratepayers previously obtained: *British Columbia Railway Co. v. Stewart* (1913), A.C. 816, and *United Buildings Corporation v. City of Vancouver* (1915), A.C. 345, applied.

The decision of the Court of Appeal for British Columbia on a previous appeal in the same proceedings (21 B.C. Rep. 401), was approved.

Appeal dismissed with costs.

*Lafleur, K.C.*, and *R. M. Macdonald*, for appellant. *James A. Harvey, K.C.*, for respondents.

Sask.]

JONES v. TUCKER.

[June 19.

*Contract affecting foreign lands—Sale of lands in province—Exchange—Specific performance—Jurisdiction of courts of equity—Mutuality of remedy—Relief in personam—Appeal—Jurisdiction—“Final judgment”—Supreme Court Act, R.S.C., 1906, c. 139, s. 38c.*

T., resident in the State of Iowa, brought suit in Saskatchewan for specific performance of a contract by which J., resident in Saskatchewan, agreed to sell him lands in Saskatchewan, part of the price being the conveyance to J. of lands in Iowa by T. The trial Judge decreed specific performance and, on appeal, the full Court varied the judgment by ordering a reference for inquiry and report upon the title to the lands in Iowa, and that, upon the filing of such report either party should be at liberty to apply for such judgment as he might be entitled to (8 Sask. L.R. 387). On the appeal to the Supreme Court of Canada the material questions were whether or not the fact that the lands to be exchanged were situated outside the province precluded the courts of Saskatchewan from decreeing specific performance for want of mutuality of relief and whether or not there was error in decreeing the reference, which, in effect, gave the plaintiff a second opportunity of proving his title.