

sary for the erection, use or safety of their line to cut these trees, and that having failed to do so, they were liable.

Appeal dismissed with costs.

*Hector Cameron, Q. C.*, for Appellant.

*C. W. Weldon, Q. C.*, and *Burbridge*, for Respondents.

SNOWBALL, Appellant, v. STEWART, Respondent.

*Action to recover logs—Withdrawal of objectionable evidence from the Jury—Misdirection.*

This was an action brought by Mr. Stewart against Mr. Snowball, to recover a quantity of logs alleged to have been cut by parties named Sutherland and Kirwan, on lands held by plaintiff under license from the Government. On the trial, the admissions of these parties were admitted on the plaintiff's counsel undertaking to connect the defendant with these parties. This he failed to do, but called an agent of the plaintiff, to depose as to certain statements of Mr. Snowball. The Chief Justice withdrew the evidence of these admissions from the Jury, and directed them that if they thought Snowball admitted he had the logs, the plaintiff was entitled to a verdict. The jury found a verdict for the plaintiff. A new trial was moved for on the grounds: 1. That the Chief Justice had no right to withdraw the objectionable evidence admitted by him, from the jury. 2. That outside of these statements there was no evidence, and the learned Judge misdirected the jury on that point.

The Supreme Court of New Brunswick discharged the rule, and on appeal to the Supreme Court of Canada, it was:

*Held*, that there was no evidence that the logs sought to be recovered had been cut on plaintiff's premises, and that while the Chief Justice had the right to withdraw the objectionable evidence from the jury, he had misdirected the jury as to the effect of the statements made by Snowball to plaintiff's agent.

Appeal allowed.

*Weldon, Q. C.*, for Appellant.

*Wetmore, Q. C.*, for Respondent.

TEMPLE, Appellant, v. CLOSE, Respondent.

*Trover—Vendor and Purchaser—Property in goods.*

This was an action of trover for bricks. The plaintiff agreed with one Thomas, a brick-maker,

who had a kiln of bricks burnt, ready for use, containing somewhere in the vicinity of 100,000 bricks, to purchase, and paid for a portion of them, 50,000 according to sample. Thomas delivered to plaintiff 16,000, and the balance of the bricks was taken by the defendant, as Sheriff of York, under an execution against Thomas. The question to be decided on this appeal was, whether the bricks were the plaintiff's property, under what had taken place between Thomas and him, so as to exempt them from seizure under the execution.

*Held*, that there was no sale of a specific property under the contract, and that the property in the bricks did not pass to the purchaser until the bricks had been selected.

Appeal allowed with costs.

*G. F. Gregory*, for Appellant.

*Wetmore, Q. C.*, for Respondent.

THE QUEEN, Appellant, v. BELLEAU et al., Respondents.

*North Shore Quebec Turnpike Bonds issued under authority of 16 Vict. c. 235—Liability of Canada for the debts of the late Province of Canada.*

The respondents, by Petition of Right before the Exchequer Court, set forth in substance: That the Province of Canada had raised, by way of loan, a sum of £30,000 for the improvement of Provincial highways situate on the North Shore of the river St. Lawrence, in the neighborhood of the City of Quebec, and a further sum of £40,000 for the improvement of like highways on the South shore of the river St. Lawrence; that there were issued debentures for both of the said loans, signed by the Quebec Turnpike Road Trustees, under the authority of an act of Parliament of the Province of Canada, 16 Vict. c. 235, intitled: "An Act to authorize the Trustees of the Quebec Turnpike Roads to issue debentures to a certain amount and to place certain roads under their control"; that the moneys so borrowed came into the hands of Her Majesty, and were expended in the improvement of the highways in the said Act mentioned; that no tolls or rates were ever imposed or levied on the persons passing over the roads improved by means of the said loan of £30,000; that the tolls imposed and collected on the highways improved by means of the said loan of £40,000