

to entertain the appeal. *Champion v. World Building Co.* (50 Can. S.C.R. 382) referred to.

Idington, J., adhered to the opinion expressed by him in the case of *Champion v. World Building Co.*, 50 S.C.R. 382.

Per Anglin, J.—In the circumstances of the case the judgment of the Court of Appeal should be regarded as a judgment upon a motion for a new trial within the meaning of sec. 70 of the Supreme Court Act, R.S.C. 1906, ch. 139, and, notice not having been given as thereby provided, there could be no appeal to the Supreme Court of Canada. *Sedgwick v. Montreal Light, Heat and Power Co.*, 41 S.C.R. 639, and *Jones v. Toronto and York Radial Ry. Co.*, S.C. Pr. 432 referred to. *Champion v. World Building Co.*, 50 S.C.R. 382, adhered to.

Per Duff, J., dissenting:—The judgment from which the appeal is asserted was not a judgment upon a motion for a new trial but a decision on the merits of the case upon an appeal by way of re-hearing by the Court of Appeal for B.C. which had before it all the evidence necessary for that purpose. Consequently, section 70 of the Supreme Court Act had no application to the appeal to the Supreme Court of Canada. Further, the County Court derived its jurisdiction from section 30, s-s. 1, of the County Courts Act, R.S.B.C. 1911, c. 53, and its powers to exercise that jurisdiction under sec. 22 of that Act; consequently, the County Court possessed 'concurrent jurisdiction' with the Supreme Court within the meaning of sec. 37b of the Supreme Court Act, R.S.C. 1906, ch. 139, notwithstanding that the word "concurrent" is not employed in either of those sections of the County Courts Act.

Appeal quashed with costs.

Tilley, K.C., for the motion to quash. *R. M. Macdonald*, contra.

Province of Ontario

SUPREME COURT.

Middleton, J.] ANSELL V. BRADLEY. [13 D.L.R. 207.

Mortgage—Notice of sale—Signature of mortgagee.

The absence of a mortgagee's signature to a written notice of sale served upon the mortgagor under the power of sale con-