

due enforcement of a law of the Province in relation to a matter with which it alone has power to deal; and the granting of licenses for the keeping of public houses and billiard tables for hire, being subjects over which the Provincial Legislature has exclusive jurisdiction.

Held, (1) that the enactment of the Statute (R. S. O. ch. 181,) rendering it illegal to sell liquor to infants, and restricting the hours within which billiard rooms in inns should be kept open, was not *ultra vires*; and (2) [reversing the judgment of the Court below,] that the Provincial Parliament had power to delegate its authority to the license commissioners.

Atty.-Gen. Mowat and Bethune, Q.C., for appeal.

J. K. Kerr, Q.C., and *S. H. Blake, Q.C.*, contra.

SMITH v. GOLDIE.

Patentable invention.

The plaintiff claimed as his invention, for the purpose of purifying flour during its manufacture, a bolting cloth or sieve, through which a current of air was forced upwards by means of an air chamber and a fan, or substitute therefor, and in order to keep such sieve from becoming clogged, a brush, or a number of brushes, arranged in such a manner as to traverse the under surface. The air chamber and the fan combined with the bolt or sieve were admittedly old; and it appeared that one B. had patented a machine which was in use in the manufacture of semolina, in which a similar brush arrangement was in use for the purpose of keeping open the meshes of the sieve when used.

Held, (affirming the judgment of SPRAGGE, C.), that the plaintiff's invention was not patentable.

Ferguson, Q.C., and *Howland*, for the appellant.

W. Cassels and W. Ball, contra.

WORKMAN v. ROBB.

Title by possession—Improvements in lieu of rent.

The defendant R. permitted the defendant L. to occupy certain lands, upon an agreement that he would improve them in lieu of rent, and would give up possession whenever R. required him to do so. The improvements, it was shewn, were all made after consultation with R., and

there was no other acknowledgment of his title during thirteen years he was in possession.

Held, (affirming the judgment of PROUDFOOT, V.C., 28 Gr. 243, BURTON, J.A., dissenting), that L. could not set up a title by length of possession as against R., and *a fortiori* his creditor, the plaintiff, could not do so.

Moss, Q.C., and *Fitch*, for the appeal.

S. H. Blake, Q.C., contra.

HARVEY v. THE G. T. R. AND G. W. R. COS.

Joinder of parties—Practice—Ont. J. A., rule 94.

The plaintiff shipped goods from St. Johns, Quebec, to Dundas, Ont., by the railway lines of the defendants, and the goods arrived at Dundas in a damaged condition. The plaintiff, being unable to determine which company was liable, joined both as defendants.

Held, (affirming the order of PROUDFOOT, J.) who had sustained the ruling of the Master in Chambers, 9 P. R. 80, that the case came within rule 94, and that the plaintiff was warranted in making both companies defendants.

McMichael, Q.C., for the G. W. R. Co.

J. K. Kerr, Q.C., for the G. T. R. Co.

Muir, contra.

NIXON v. MALTBY.

Landlord and tenant—Evidence of surrender.

In an action to recover a year's rent on a covenant in a lease for three years, it was shown that the defendant had harvested the crops on the farm, and that they, together with the barn and stable, were destroyed by fire before the expiration of the year, and that he was paid the insurance money; whereupon he left the farm, and plaintiff entered, ploughed and put in a crop. The plaintiff afterwards applied on several occasions to the defendant for payment of the rent, when the defendant said he had not any money, and had not been paid his insurance. It was shown that a proposition had been made to leave the matter to arbitration.

Held, [affirming the judgment of the Judge of the County Court of Peel,] that the acts of the plaintiff did not amount to an eviction, and that there was not evidence to support a surrender in law, and that the plaintiff was entitled to recover.

Fleming, for the appellant.

Laidlaw, contra.