Held, reversing the judgment of the Court below (15 Ont. App. R. 14), FOURNIER and GWYNNE, JJ., dissenting, that the above clause put an end to the liabili the Grand Trunk Railway Company after such arrival, and the company having possession of them held them thenceforth as warehousemen and bailees for the consignees.

Held, also, with the like dissent, that the Grand Trunk Railway Company were relieved from liability by reason of the consignees failing to give notice of their claim for loss within thirty-six hours after the arrival of the goods, as provided in another condition of the bill of lading.

Quære: Under the present law, is a release to, or acceptance of satisfaction from, one of several joint tort feasors, a bar to an action against the others?

Appeal allowed.

McCarthy, Q.C., and *Nesbitt*, for the appellants.

Robinson, Q.C., and *Galt*, for the respondent.

MONETTE *v.* LEFEBVRE, *et al.*

Practice—Right to appeal—(P.Q.)—Amount in controversy—Supreme and Exchequer Courts Acts, s. 29, construction of—Jurisdiction.

In an action of damages for slander contained in certain resolutions adopted by defendants (respondents) as school commissioners of the parish of St. Constant, the plaintiff (appellant), claimed by his declaration $5000 damages, and prayed that the defendants be ordered to enter in the Minute Book of the School Commissioners the judgment in the cause, and that the same be read at the church door of St. Philippe two consecutive Sundays. The case was tried before a judge without a jury, and the plaintiff was awarded $200 damages. The defendants thereupon appealed to the Court of Queen's Bench (appeal side), and the plaintiff did not file any cross appeal, but contended that the judgment for $200 should be affirmed. The Court of Queen's Bench, setting aside the judgment of the Superior Court, held that a retraction made by the defendants, and a tender of $40 for damages and the costs of an action of $40, were sufficient, and dismissed the plaintiff's action for the surplus.

The plaintiff thereupon appealed to the Supreme Court of Canada, and it was

Held, that the case was not appealable, as the matter in controversy did not amount to the sum or value of $2,000.

Where the plaintiff has acquiesced in the judgment of the Court of first instance by not appealing from the same, to the Court of Appeal of the Provine, the measure of value for determining his right of appeal to the Supreme Court of Canada under sec. 29 of the Supreme and Exchequer Courts Act, is the amount awarded by the said judgment of the Court of first instance, and not the amount claimed by his declaration.

Allan v. *Pratt*, 13 App. Cas. 780, followed; *Joyce* v. *Hart*, 1 Can. S.C.R. 321, and *Levi* v. *Reed*, 6 Can. S.C.R. 482, overruled.

Appeal quashed without costs.

Lacosts, Q.C., and *Pagnuelo*, Q.C., for appellant.

Geoffrion, Q.C., and *Robidoux*, for respondents.

LABELLE, *et al*, *v.* BARBEAU.

Appeal—Judicial deposit by insurance company—Rival claims as to same—Value of matter in controversy—Jurisdiction—Supreme and Exchequer Courts Act, s. 29.

The Ætna Life Insurance Company deposited with the Prothonotary of the Superior Court, under the Judicial Deposit Act of Quebec, the sum of $3,000, being the amount of a life policy issued by the company to one E. L., which by its terms had become payable to those entitled to the same, but to one half of which sum rival claims were put in. The appellants, as collateral heirs of the deceased, by a petition claimed the whole of the $3,000, and the respondent (*mise-en-cause* petitioner), the widow of the deceased, by a counter petition claimed as *communs en biens* one half, and, in her answer to the appellants' petition, prayed that in so far as it claimed any greater sum than one half it should be dismissed. After issue joined the Superior Court awarded one half to the appellants, and the other half to the respondent. From this judgment the appellants appealed to the Court of Queen's Bench (appeal side),