for determining a defendant's right of appeal is the amount which the plaintiff has recovered, and where this falls short of the appealable amount the court below cannot give leave to appeal, and where such leave has been erroneously given the appeal will be dismissed: and an opportunity to apply for special leave will not be given unless the circumstances are such as in the opinion of the Judicial Committee render it proper. This case, we may observe, conflicts with the decision of the Supreme Court in *Joyce* v. *Hart*, 1 S.C.R. 321; but accords with the decision of Boyd, C., in *O'Donohoe* v. *Whitty*, 9 P.R. 361.

STATUTE OF LIMITATIONS—RELINQUISHMENT OF POSSESSION BY INTRUDER.

It will be useful to notice *The Trustees, Executors and Agency Co.* v. *Short*, 13 App. Ca. 793, which, though an appeal from New South Wales, is in reality a decision on the effect of the English Statute of Limitations (3 & 4 W. 4, c. 27), which has been adopted in that colony. In this case the Judicial Committee held that the statute does not continue to run against the rightful owner of land after an intruder has relinquished possession without acquiring title under the Act. Their Lordships adopt the doctrine laid down by Parke, B., in *Smith* v. *Lloyd*, 9 Ex. 562, where he says: "We are clearly of opinion that the statute applies, not to want of actual possession by the plaintiff, but to cases where he has been out of, and another in, possession for the prescribed time. There must be both absence of possession by the person who has the right, and actual possession by another, whether adverse or not, to be protected, to bring the case within the statute." In short, their Lordships held that where an intruder goes out of possession and no one else goes in, the possession revests in the rightful owner without the necessity of an actual entry by him.

R.S.O. c. 135, ss 2, 3—COMPENSATION IN RESPECT OF DEATH—MEASURE OF DAMAGES—POLICY OF INSURANCE.

In *The Grand Trunk R. W. Co.* v. *Jennings*, 13 App. Case 800, is an appeal from the decision of the Court of Appeal, Ontario, in which the same question was raised as in *Beckett* v. *The Grand Trunk R. W. Co.*, 13 App. R. 174, affirming the same, case 8 Ont., 601. The action was brought under what is known as Lord Campbell's Act, by a widow for causing the death of her husband. A policy of insurance for $2,000 on the life of the deceased was in force, to which, on his death, the plaintiff became entitled, and the question arose whether the amount of this policy should be deducted from the damages. In *Beckett* v. *The Grand Trunk Ry. Co.*, the majority of the Queen's Bench Division (Armour and O'Connor, J.J.) were of opinion that it should not be deducted; Wilson, C. J., thought it should. In the Court of Appeal the judges were divided in opinion, Hagarty, C.J.O., and Osler, J.A., agreeing with Wilson, C.J. Burton, J.A., on the other hand, agreed with Armour and O'Connor, J.J., while Patterson, J.A., though thinking the receipt of the insurance is a proper matter for the consideration of the Court or jury in estimating the damages, and might afford some ground for reduction from a gross assessment, was nevertheless of opinion that there was nothing shown to warrant any reduction. The result was the affirmance of the judgment of the Queen's Bench Division. Their Lordships of the