2nd, per RITCHIE, C.J., that the contractor was not entitled to be paid anything until the final certificate of the chief engineer was approved of by the commissioners or Minister of Railways and Canals. 31 Vict., c. 13, s. 18, and 37 Vict. c. 15; *Jones* v. *Queen*, 7 Can. S.C.R. 57.

3rd, per PATTERSON, J., that although F.S. way fully appointed chief engineer of the Intercolonial Railway, and that his report on suppliant's claim may be held to be the final and closing certificate to which he was entitled under the 11th clause of the contract, yet as it is provided by the 4th clause of the contract that any allowance for increased work is to be decided by the commissioners, the suppliant is not entitled to recover on F.S.'s certificate.

Per STRONG and TASCHEREAU, JJ. (dissenting), that F.S. was the chief engineer, and as such had power under the 11th clause of the contract to deal with the suppliant's claim, and that his report was "a final and closing certificate" entitling the respondent to the amount found by the Exchequer Court on the case submitted.

Per STRONG, TASCHEREAU, and PATTERSON, JJ., that the office of commissioners having been abolished by 37 Vict., c. 15, and their duties and powers transferred generally to the Minister of Railways and Canals, the approval of the certificate was not a condition precedent to entitle the suppliant to claim the amount awarded to him by the final certificate of the chief engineer.

Appeal allowed with costs.

Robinson, Q.C., and *Hogg*, Q.C., for appellant.

Girouard, Q.C., and *Ferguson*, Q.C., for respondent.

COSSETTE *v.* DUNN ET AL.

Quebec.] [Dec. 9

Appeal—Jurisdiction—Amount in controversy—Supreme and Exchequer Courts Act, s. 29—Mercantile agency—Responsibility for communicating to a subscriber an incorrect report concerning the standing of a person in business—Damages—Discretion of Judge in the court of first instance.

The plaintiff, in an action for $10,000 for damages, obtained a judgment of $2000. The defendant appealed to the Court of Queen's Bench, where the judgment was reduced to $500. The plaintiff appealed to the Supreme Court, and the defendant filed a cross appeal.

Held, that the case was appealable to the Supreme Court, the matter in controversy being the judgment of the Superior Court for $2000, which the plaintiff seeks to have restored. (TASCHEREAU, and PATTERSON, JJ., dissenting.)

Held, also, per RITCHIE, C.J., and FOURNIER and GWYNNE, JJ., 1st, that persons carrying on a mercantile agency are responsible for the damages caused to a person in business by an incorrect report concerning his standing, though the report be only communicated to a subscriber to the agency on his application for information. 2nd, reversing the judgment of the court below, that the amount of damages awarded by the Judge in his discretion in the court of first instance, there being no error or partiality shown, should not have been interfered with by the Court of Appeal. *Levi* v. *Reed*, 6 Can. S.C.R. 482; and *Gingras* v. *Desilets*, Cassels' Digest 117, followed.

Appeal allowed with costs.

Belcourt for appellant.

Lash, Q.C., and *Girouard*, Q.C., for respondents.

RAPHAEL *v.* MCFARLANE.

Shares subscribed for by father "in trust" for minor child—Arts. 297, 298, 299, c.c.

Where the father of a minor, who is not her tutor, invested monies belonging to her in shares of a joint stock company "in trust" and afterwards sold them without complying with the provisions of Arts. 297, 298, 299, C.C., to a person who had perfect knowlege of the trust, but pays full value, a tutor subsequently appointed has the right to recover the value of such shares from the purchaser. TASCHEREAU, J., dissenting. *Sweeny* v. *Bank of Montreal* (12 App. Cas. 617) followed.

Appeal allowed with costs.

MacLennan for appellant.

Geoffrion, Q.C., and *Smith*, for respondent.
