

---

 REPORTS AND NOTES OF CASES.
 

---

 Dominion of Canada.
 

---

 SUPREME COURT OF CANADA.
 

---

Ex. C. Adm.]

[Nov. 16, 1901.]

SCHOONER RELIANCE ? OWNERS OF CARRIE E. SEYWARD.

*Collision—Evidence—Findings of fact—Appeal.*

In an action claiming compensation for loss of the fishing schooner Carrie E. Seyward, by being run into and sunk while at anchor by the Reliance, the decision mainly depended on whether or not the lights of the lost schooner were burning as the Admiralty rules required at the time of the accident. The local judge gave judgment against the Reliance.

*Held*, affirming the judgment of the Local Judge in Admiralty of Nova Scotia (7 Ex. C.R. 181), that though the evidence given was contradictory, it was amply sufficient to justify the said judgment which should not, therefore, be disturbed on appeal. Appeal dismissed with costs.

*Harris*, K.C., for appellant. *Borden*, K.C., for respondent.

---

Ont.]

OTTAWA ELECTRIC CO. ? ST. JACQUES. [Nov. 16, 1901.]

*Contract—Duration—Right to cancel—Repugnant clauses.*

A contract for supplying light to a hotel contained the following provisions: "This contract is to continue in force for not less than thirty-six consecutive calendar months from date of first burning, and thereafter until cancelled (in writing) by one of the parties hereto." . . . "Special conditions if any. This contract to remain in force after the expiration of the said thirty-six months for the term that the party of the second part renews his lease for the Russell House." After the expiration of the thirty-six months the lease was renewed for five years longer.

*Held*, reversing the judgment of the Court of Appeal (1 O. L. R. 73) that neither of the parties to the contract had a right to cancel it against the will of the other during the renewed term. Appeal allowed with costs.

*G. F. Henderson*, for appellant. *Hogg*, K.C., and *Magee*, for respondent.

---

Man.]

SCHMIDT ? RITZ.

[Nov. 16, 1901.]

*Statute—Amending Act—Retroaction—Sale of land—Judgments and orders.*

Until 1897 it was the practice in Manitoba for the Court of Queen's Bench to grant orders for the sale of lands on judgments of the County Court under Rules 803 et seq of the Queen's Bench Act, 1895. In that year the Court of Queen's Bench decided that this practice was irregular,