

Walker, Ottawa. David Hiram Preston, Napanee. Henry William Christian Meyer, Wingham. Joseph Jamieson, Almonte. Joseph Harry Ferguson, Toronto. Frederick John French, Prescott. Archibald Henry Macdonald, Guelph. Thomas Dawson Delamere, Toronto. Francis Arnoldi, Toronto. George Langrish Tizard, Oakville. William Frederick Walker, Hamilton. James Muir, Fergus. William Robert White, Pembroke. James McPherson Reeve, Toronto. Joseph James Gormully, Ottawa. Colin George Snider, Cayuga. Adam Rutherford Creelman, Toronto. Francis Edward Philip Pepler, Barrie. Nelson Gordon Bigelow, Toronto. Alexander Ferguson, Ottawa. Denis Ambrose O'Sullivan, Toronto. Albert Romain-Lewis, Port Arthur. James Leitch, Cornwall. William Hall Kingston, Mount Forest. James Scott Fullerton, Toronto. Alfred Henry Marsh, Toronto. George Tait Blackstock, Toronto. John Austin Worrell, Toronto. Edward Sydney Smith, St. Mary's. Alphonso Basil Klein, Walkerton.

COURT OF QUEEN'S BENCH—MONTREAL.*

Transfer of debt—Signification—Appeal involving costs only.

Held:—1. That service of action is not equivalent to signification of the transfer on which the action is based, and which is alleged in the declaration; and that a transferee has no right of action against the debtor before signification of a transfer not accepted by him.

2. That where the Court below enunciates an erroneous principle in the adjudication of costs, the Court of Appeal will reverse the decision though the appeal involves costs only.—*Prowse & Nicholson*, Dorion, Ch. J., Cross, Church, Bossé, J.J., Jan. 23, 1889.

SUPERIOR COURT—MONTREAL.†

Railway—Expropriation—2 R.S.C. ch. 109, s. 8, s.s. 33, 36, 37—Interest.

Held:—That where a railway company obtained possession of land on making a deposit, and the arbitrators subsequently

made an award of a sum of money for the value of the land, and "in full payment and satisfaction of all damages resulting from the taking and using of the said piece of land for the purposes of said railway," the Company is liable for interest on the amount of the award only from the date thereof, and not from the date when the Company obtained possession of the land. It will be presumed that the arbitrators included in their award compensation for the Company's occupation of the land prior to the date of the award.—*Reburn v. Ontario & Quebec R. Co.*, Tait, J., June 28, 1889.

Costs—Taxation of Counsel fee on Commission Rogatoire.

Held:—That a fee paid to counsel for examining witnesses under an open commission issued from the Superior Court to a foreign country, cannot be taxed against the losing party as costs in the case. The only fee established by the tariff as regards the examination of witnesses on *Commissions rogatoires* is fixed by No. 80, and allows \$2 to the attorneys of record for the examination and cross-examination of each witness.—*Young v. Accident Insurance Co. of N.A.*, de Lorimier, J., Oct. 15, 1889.

Injury resulting in death—Claim of widow—Prescription—Arts. 1056, 2261, 2262, 2267, C.C.—Verdict—Damages.

The husband of the plaintiff was injured while engaged in his duties as defendant's employee, and the accident resulted in his death about fifteen months afterwards. No action for indemnity was instituted by him during his lifetime. In an action for compensation brought by his widow within one year after his death:

Held:—1. (Würtele, J., *diss.*) That the action of the widow and relations under Art. 1056, C.C., in a case where the person injured has died in consequence of his injuries without having obtained indemnity or satisfaction, is prescribed only by the lapse of a year from the date of death—the fact that prescription had been acquired against the injured party not being equivalent to his "obtaining indemnity or satisfaction" within the meaning of Art. 1056.

* To appear in Montreal Law Reports, 5 Q.B.

† To appear in Montreal Law Reports, 5 S.C.