

Sup. Ct.]

NOTES OF CANADIAN CASES.

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of the tax and contested the rule. On the question whether the tax imposed on the filing of exhibits by means of stamps by 43-44 Vict. ch. 9, was *intra vires* of the Legislature of the Province of Quebec.

Held, [reversing the judgment of the Court of Queen's Bench, P.Q., STRONG and TASCHEREAU, JJ., dissenting,] that the tax in question is *ultra vires* of the Legislature, being an *indirect* tax raised to form part of the consolidated revenue fund of the Province for general purposes.

Per STRONG and TASCHEREAU, JJ., dissenting, that although the duty imposed is an *indirect* tax, yet that under the authority of sects. 65, 126 and 129 of the B. N. A. Act, the Legislature of Quebec had power to impose the tax in question.

Maclaren, Q.C., for appellant.

Lacoste, Q.C., for respondent.

ANDERSON V. JELLETT.

Disturbance of ferry—Construction of license to ferry.

The Crown granted a license to the town of Belleville, giving the right to ferry "between the town of Belleville and the township of Ameliasburg."

Held, a sufficient grant of a right of ferryage "to and from" the places named.

Under the authority of this license the town of Belleville executed a lease to the plaintiff, granting the franchise "to ferry to and from the town of Belleville to Ameliasburg," a township having a water frontage of about ten or twelve miles directly opposite to Belleville, such lease providing for only one landing place on each side, and a ferry was established within the limits of the town of Belleville on the one side to a point across the Bay of Quinte in the township of Ameliasburg, within an extension of the east and west limits of Belleville.

The defendants established another ferry across another part of the Bay of Quinte, from Ameliasburg to Sidney, the termini be-

ing, on the Belleville side, two miles from the western limits of Belleville, and on the Ameliasburg shore about two miles west from the landing place of the plaintiff's ferry.

Held, [reversing the judgment appealed from, STRONG, J., dissenting,] that the establishment and user of the plaintiff's ferry within the limits aforesaid for so many years, had fixed the termini of the said ferry, and that as the termini of the defendant's ferry were over two miles west of the limits of the town of Belleville on the one shore, and over two miles from the landing place of the plaintiff's ferry on the Ameliasburg shore, there had been no infringement of plaintiff's rights.

Bethune, Q.C., for appellant.

C. Robinson, Q.C., for respondent.

Appeal allowed with costs.

MCDONALD V. FORRESTAL.

Consignment of goods subject to payment—Agreement that purchaser shall not sell—Passing property.

The plaintiff consigned crude oil to A., who was a refiner, on the express agreement that no property in the oil should pass until he made certain payments. Without making such payments, however, A. sold the oil to the defendants without the knowledge of the plaintiff.

Held, affirming the judgment of the Court of Appeal for Ontario, that although the defendants were purchasers for value from A. in the belief that he was the owner of and entitled to sell the oil in question, the plaintiff, under his agreement with A., having retained the property in the oil and not having done anything to estop him from maintaining his right of ownership, was entitled to recover from the purchasers the price of the oil.

Gibbons, for appellants.

Street, for respondent.

Appeal dismissed with costs.