

entered into a contract with the appellants extending over 25 years, whereby it agreed that they should have entry, duty free, for all cables etc., necessary for carrying out their operations. The contract did not contain the provision required by the Rule, and was never approved by the Assembly. The Supreme Court of Newfoundland held that the agreement was not binding on the Government, and the Judicial Committee of the Privy Council (Lord Buckmaster, L.C., and Lords Haldane, Atkinson, Shaw and Parmoor) affirmed the decision. Their Lordships, in doing so, held that an Act of the Colony authorizing the Governor-in-Council to remit any duty or toll payable under an Act of the Colony extended only to the remission of duties, or tolls, in a particular case, and not to granting a prospective and continuing exemption.

MUNICIPAL CORPORATION—CONSTRUCTION OF SEWER—INTERFERENCE WITH GAS MAIN—"LAND"—INJURIOUS AFFECTION
ONTARIO MUNICIPAL ACT (R.S.O. 1913, c. 192) s. 321, s. 325 (1).

Toronto v. Consumers Gas Co. (1916) A.C. 618. This was an appeal from the Appellate Division of the Supreme Court of Ontario. The appellants, a municipal corporation, constructed a sewer under a street in Toronto, the freehold of which was vested in them. In doing so, it became necessary to lower the respondents' gas main, and the question at issue was, whether or not the corporation was bound to compensate the Gas Company for the expense occasioned to them by this interference. The Judicial Committee of the Privy Council (Lord Buckmaster, L.C., and Lords Haldane, Shaw and Parmoor) agreed with the Court below, that as the word "land" under s. 321 (b) of the Municipal Act includes a right or interest in, and an easement over land, the Gas Company was under s. 325 (1) entitled to compensation as for land injuriously affected by the corporation's operations, and the appeal was accordingly dismissed.

PRIZE COURT — JURISDICTION — ABANDONMENT OF VOYAGE
FREIGHT.

The St. Helena (1916) A.C. 625. The facts in this case were that a British vessel before the outbreak of the war shipped a cargo for an American corporation to be delivered to the consignee's order at Hamburg. Before the voyage was completed war broke out with Germany, and the vessel abandoned the voyage, and proceeded to a British port where the cargo was seized as prize, but subsequently released, without any formal order of the Prize Court, to the owners. The cargo being then