

recover. 2. That where the land adjoining the railway is unoccupied, the company is not bound to erect fences at that part of their line. *McFie v. Canadian Pacific Railway Company* 6

REAL PROPERTY ACT OF 1885.—*Held*. 1. By section 28 lands "when alienated" by the Crown, "shall be subject to the provisions of this Act." The word "alienated" means completely alienated—that is by patent. 2. Lands unalienated, by patent, on the 1st July, 1885, remain under the old law until brought under the provisions of the Act. 3. Lands brought under the Act become chattels real for the purpose of devolution at death, but are lands in other respects, and are not exigible under *fi. fa.* goods. 4. A person entitled to a patent for a homestead, or pre-emption, having received a certificate of recommendation for patent, countersigned by the Commissioner of Dominion Lands, may bring such lands under the operation of the "Real Property Act, 1885."—*Taylor, J. diss.* 5. After application under the Act no deed can be registered in the country registry offices. 6. Conveyances of lands, patented after the 1st July, 1885, in the statutory short form may be treated as substantially in conformity with the forms given in the Act. *Re Irish* 361

—*Executors.*—*Held*. Before executors can apply for registration as owners of the testator's land they must prove the will in the Surrogate Court. *Re Bannerman* 377

REGISTRY ACT. See REAL PROPERTY ACT.

SATISFACTION.—*By subsequent contract.*—Plaintiffs sold goods to defendant, to be shipped upon a particular day. They were not shipped until afterwards. The defendant then wrote to the plaintiffs refusing to accept the goods unless upon extended terms of credit, to which the plaintiffs assented, and the defendant then accepted the goods. *Held*, that the defendant had waived any right to damages under the first contract, the second being a satisfaction of the breach and there being therefore no defence the jury notice should be struck out. *Coristine v. Menzies* 84

SECURITY FOR COSTS.—*Held*. That a defendant has no right to security for costs, unless he has a defence on the merits. *The Western Electric Light Company v. McKenzie* 51

—*Nominal plaintiff.*—A plaintiff having assigned his cause of action, the defendant is entitled, upon discovery of the fact, to security for costs, if he move promptly, notwithstanding that he may, by delay, be disentitled upon other grounds. *Vivian v. Plaxton* 124

SCHOOL TRUSTEES.—*Action against by teacher.*—The first count of the declaration set out that in consideration that plaintiff would enter into the service of defendants and serve them for one year . . . in the capacity of school-teacher, at \$300 a year, to be paid, &c., and lodgings, fuel and light to be furnished, &c., the defendants promised