of the last-mentioned Act, being called, on the opening of the sittings, 10 only appeared in answer to their names. These were sworn in regular form, and having considered the case preferred against the prisoner, returned an indictment upon which he was tried and convicted. Upon a Crown case reserved, as to the competency of the Legislature of the province to pass the Acts referred to,

Held, that it is within the power of the Local Legislature to fix the number of grand jurors who shall compose the panel, that being part of the organization or constitution of the Court; but that the Legislature has no power to fix the number of grand jurors necessary to find a good bill of indictment, that being a matter of criminal procedure, and exclusively within the powers of the Dominion Legislature.

Longley, Q.C., Attorney-General, for the Crown. *Harrington*, Q.C., for the prisoner.

Full Court.] ZWICKER *v.* ZWICKER. [Nov. 15, 1898.

Deed executed, but retained by grantor — Words "signed, sealed and delivered" — Leave to adduce further evidence refused—Costs.

By deed bearing date April 5th, 1877, one Z. purported to convey his homestead and several small tracts of land to the plaintiff and defendants as tenants in common. The deed appeared to have been handed to the witness B.Z., who went before a justice of the peace and swore to a memorandum indorsed upon the deed as follows: "I, B.Z., the subscribing witness to the foregoing deed, do hereby certify that I saw the parties sign, seal and execute the same," but was immediately afterwards returned to the grantor, who retained it in his own possession down to the time of his death in 1894, and seemed to have regarded it as in some respects the equivalent of a testamentary disposition, and only to take effect upon his death. There was no evidence of any change in the use or possession of the property covered by the deed, but, on the contrary, evidence shewing that the grantor retained possession of the property as well as of the deed.

Held, dismissing defendant's appeal with costs, that the trial judge was justified, notwithstanding the use of the words "signed, sealed and delivered," in the attestation clause, in finding that there was no delivery of the deed, and that a motion, based on the certificate indorsed on the deed, for leave to adduce further evidence, should be dismissed with costs.

Quære whether the certificate indorsed upon the deed would be sufficient to entitle it to be received for registration.

F. T. Congdon and *A. K. MacLean* for appellants. *Wade*, Q.C., for respondent.