engineer should direct, any one refusing to obey his orders to be discharged by the contractor, is liable for damages to adjoining property, resulting from the negligent manner in which the excavation is made.

Sherwood, C.J., and Gantt, J., dissenting. *Larson* v. *Metropolitan St. Ry. Co.*, Supreme Court of Missouri, May, 1892.

ADMISSION TO PROBATE—See Wills.

ADMISSIONS OF AGENT—See Insurance 4.

ADMISSIONS—See Insurance 13.

AGREEMENTS—See Appeals 1. 2—Bills and Notes 3.

APPEAL.

1. ACQUIESCENCE IN JUDGMENT—JURISDICTION—36 V., c. 81 P. Q.—CHARGES FOR BOOMAGE—AGREEMENTS—RENUNCIATION TO RIGHTS—ESTOPPEL BY CONDUCT—RENONCIATION TACITE.

In an action in which the constitutionality of 36 V., c. 81 (P. Q.), was raised by the defendant, the attorney general for the province intervened, and the judgment of the Superior Court having maintained the plaintiff's action and the attorney general's intervention, the defendant appealed to the Court of Queen's Bench (appeal side), but pending the appeal, acquiesced in the judgment of the Superior Court on the intervention and discontinued his appeal from that judgment. On a further appeal to the Supreme Court of Canada from the judgment of the Court of Queen's Bench on the principal action, the defendant claimed he had the right to have the judgment of the Superior Court on the intervention renewed.

Held, that the appeal to the Court of Queen's Bench from the judgment of the Superior Court on the intervention having been abandoned, the judgment on the intervention of the Attorney General could not be the subject of an appeal to this Court.

F. Mc. C. brought an action against G. B. for $4,464 as due to him for charges which he was authorized to collect under 36 V., c. 81, P. Q., for the use by G. B. of certain booms in the Nicolet river during the years 1887 and 1888. G. B. pleaded that under certain contracts entered into between F. Mc. C. and G. B. and his *auteurs*, and the interpretation put upon them by F. Mc. C., the repairs to the booms were to be and were in fact made by him and that in consideration thereof he was to be allowed to pass his logs free; and also pleaded compensation of a sum of $9,620 for use by F. Mc. C. of other booms and repairs made by G. B. on F. Mc. C's booms and which by law he was bound to make.

Held, reversing the judgment of the Court below, that as there was evidence that F. Mc. C. had led G. B. to believe that under the contracts he was to have the use of the booms free in consideration for the repairs made by him to the piers, &c., F. Mc. C. was estopped by conduct from claiming the dues he might otherwise have been authorised to collect.

Held, further that even if F. Mc. C.'s right of action was authorised by the Statute the amount claimed was fully compensated by the amount expended in repairs for him by G. B.

Appeal allowed with costs. *Ball* v. *McCaffrey*, Supreme Court of Canada, April 1892.

2. ACQUIESCENCE IN JUDGMENT—ATTORNEY AT LITEM—AGREEMENT NOT TO APPEAL—BUILDING SOCIETY—C. S. L. C. c. 69—BY-LAWS—TRANSFER OF SHARES—PLEDGE—ART. 1970, C.C.—INSOLVENT CREDITOR'S RIGHT OF ACTION—ART. 1981, C. C.

By a judgment of the Court of Queen's Bench the defendant society were ordered to deliver up a certain number of their shares upon payment of a certain sum. Before the time for appealing expired the attorney *ad litem* for defendants delivered the shares to the plaintiffs' attorney and stated he would not appeal if the society were paid the amount directed to be paid. An appeal was subsequently taken, before the plaintiff's attorney complied with the terms of the offer. On a motion to quash the appeal on the ground of acquiescence in the judgment:—