the 21st of January last rendered judgment quashing the injunction absolutely.

On the 9th of February following, the appellants gave notice of their intention to appeal to the Supreme Court of Canada, and on the 19th of February presented a petition to Mr. Justice Monk, one of the judges of the Court of Queen's Bench, for the allowance of the appeal. On the 20th of February, Mr. Justice Monk rendered judgment, refusing to allow the appeal on the ground that the judgment quashing the writ of injunction was not a final judgment, and "notwithstanding the offer and sufficiency of the security."

On the 27th of February last, the appellants by their attorneys, served notice of their intention to move before a judge of this Court, to be allowed to give proper security to the satisfaction of this Court, or of a judge thereof, for the prosecution of their appeal to this Court, notwithstanding the refusal of the Court below to accept said security, and notwithstanding the lapse of thirty days from the rendering of the judgment from which they desired to appeal, and further to obtain an extension of time for settling the case in appeal.

This motion came before Mr. Justice Henry, in Chambers, on the 5th March, who enlarged it into Court, and it was on the same day argued at length before the Court.

Held, that the judgment of the Court of Queen's Bench (appeal side), quashing the interim injunction was not appealable.

Motion refused.

Church, Q.C., and *Ferguson*, for appellants.

Durham, Q.C., and *Gormully*, for respondents.

From New Brunswick.]

MACDONNELL ET AL. v. MCMASTER ET AL.

Deed executed, sealed and registered—Effect of—Rev. Stat., N. B. (4th series) ch. 96, sec. 33—Copy of deed—Admissibility of in evidence.

In an action of ejectment brought against respondents the appellants claimed title from H. McM. who conveyed to his son, R. McD., by deed dated June 18th, 1856. On 19th of April, 1869, R. McM. and U. X. mortgaged their interest in the land to appellants, and this mortgage was foreclosed and lands sold and purchased by P. S., who received a sheriff's title. H. McM., defendant in possession, by his plea claimed that he was tenant in common of the premises.

The deed was signed and sealed by H. McM. before two subscribing witnesses and was subsequently registered by one of these witnesses, another son of H. McM.

At the trial, in the absence of the original deed, a copy of the deed, certified by the registrar of deeds, was put in without objection as to the insufficiency of the affidavit required by the statute. There was no evidence of an actual delivery of the original deed by H. McM. to R. McM.

Held, that when the deed was executed and placed on record H. McM. parted with all control over the deed and vested the land in grantee, and respondent was estopped from denying the due execution of the deed to R. McM.

2. That the deed being admitted to have been registered, and a copy of the same admitted at the trial without objection, it was too late now to object to the admissibility of the copy.

Tupper, for respondents.

Chrysler, for appellants.

QUEEN'S BENCH DIVISION.

IN RE CLARK AND THE TOWNSHIP OF HOWARD.

Drainage by-law—46 Vict. ch. 18, sec. 588 (O.)—Validity of by-law—Costs.

A by-law which varies from the provisions of a statute in matters affecting the rights of property and of taxation is invalid. A by-law therefore defining the duties of inspectors of drains, enacting (1) That obstructions wilfully placed in drains should be removed by the parties placing them there. or at their expense, without regard to whether such parties owned the lands through or between which such drains were situate; (2) That if such obstructions were removed by the council the cost should, on completion of the work, be paid by the council—instead of enacting that it should be so paid only in the event of the party chargeable with the obstruction failing to do so; (3) That if paid by the council the amount