THE CORPORATION OF THE COUNTY OF VERCHERES..... } APPELLANT;

AND

THE CORPORATION OF THE VILLAGE OF VARENNES..... } RESPONDENT;

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*May 5.

*Nov. 17,

ON APPEAL FROM THE COURT OF QUEEN'S BENCH FOR LOWER CANADA (APPEAL SIDE.)

Jurisdiction—Action to set aside a procès verbal or by-law—Appeal—Sec. 24 (g) and Sec. 29 of the Supreme and Exchequer Courts Acts.

The Municipality of the County of Vercheres passed a by-law or *procès verbal* defining who were to be liable for the rebuilding and maintenance of a certain bridge. The Municipality of Varennes by their action prayed to have the by-law or *procès verbal* in question set aside on the ground of certain irregularities. The above was maintained and the by-law set aside.

On appeal to the Supreme Court of Canada,

Held,—that the case was not appealable and did come within sec. 29 or sec. 24, "g" of the Supreme and Exchequer Courts Act no future rights within the meaning of the former section being in question and the appeal not being from a rule or order of a court quashing or refusing to quash a by-law of a municipal corporation.

APPEAL from a judgment of the Court of Queen's Bench for Lower Canada (appeal side) affirming a a judgment of the Court of Review.

In 1866 the municipal council of the Corporation of Vercherès adopted a *procès verbal* defining who were to be liable for the building and maintenance of a certain bridge over a small stream separating the municipality of the Village of Varennes and the municipality of the County Verchères.

In 1888 the appellant municipality homologated a

*PRESENT :—Sir W. J. Ritchie C.J. and Strong, Fournier, Taschereau and Patterson JJ.

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procès verbal made by one Joseph Geoffrion, otherwise defining who were to be liable for the building and maintenance of the said bridge. Thereupon the respondent municipality instituted before the Superior Court for Lower Canada, a common law action to have the *procès verbal* homologated by the appellant municipality, set aside and quashed.

The Superior Court dismissed the respondent's action but the Court of Review reversed the decision of the Superior Court, and set aside the *procès verbal*, and on appeal to the Court of Queen's Bench for Lower Canada (appeal side) that court affirmed the judgment of the Court of Review.

On appeal to the Supreme Court of Canada.

Archambault Q.C. for respondent moved to quash the appeal on the ground that the judgment appealed from was in an action to set aside a *procès verbal* and not a by-law, from which no appeal lay, and that there was no question of future rights within the meaning of sec. 29 of the Supreme and Exchequer Courts Act, and cited and relied on *Bank of Toronto* v. *LeCuré, etc., de la paroisse de la Nativité de la Ste. Vierge* (1); and *Gilbert* v. *Gilman* (2).

Allan for appellant relied on sec. 30 and sec. 24 "g" of the Supreme and Exchequer Courts Act.

The judgment of the court was deliverd by :—

TASCHEREAU J.—This case comes up on a motion to quash the appeal. This motion must clearly be allowed. The appellant claims the right of appeal, and obtained leave before one of the judges in the Court of Queen's Bench, on the ground that rights in future may be bound by the judgment against him. This is again what happens so often unfortunately for the liti-

(1) 12 Can. S. C. R. 25. (2) 16 Can. S. C. R. 189.

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gants notwithstanding the numerous decisions of this court on the subject, reading the words "where the rights in future might be bound" in sec. 29 of the Supreme Court Act without reference to the preceding words "such like matters or things." *Gilbert* v. *Gilman* (1). Now here there is no controversy as to rent or revenue payable to Her Majesty or as to any title to land, or annual rent, or such like matter or things. The municipality of the County of Verchères passed a by-law, or *procès verbal*, defining who were to be liable for the rebuilding and maintenance of a certain bridge. The municipality of Varennes, by their action in this case, demand the setting aside of that by-law or *procès verbal* on the ground of certain illegalities therein. The judgment appealed from maintains their action and sets aside the by-law or *procès verbal*. That judgment is not appealable either under sec. 29 or sec. 24 subsec. *g* of the Act. *McManamy* v. *Sherbrooke* (2). This is not a case of a rule or order to quash. It may be analogous, or have the same consequences. But we cannot extend our jurisdiction by interpretation to cases not clearly and unmistakeably provided for by the statute. In Parliament, not in this court, lies the power to remedy the act if an omission appears therein. We cannot add anything to its enactment. No right of appeal can be given by implication, *Langevin* v. *Les Commisaires etc., de St. Marc* (3); and "the courts are not to fish out what may possibly have been the intention of the legislature;" per Lord Brougham, *Crawford* v. *Spooner* (4); or extend the language of a statute beyond its natural meaning for the purpose of including cases simply because no good reason can be assigned for their exclusion; *Denn* v.

(1) 16 Can. S. C. R. 189.
(2) 18 Can. S. C. R. 594.
(3) 18 Can. S. C. R. 599.
(4) 6 Moo. P. C. 1.

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Reid (1); and unless by words written, or words necessarily implied and therefore virtually written, the intention has been declared, we cannot give effect to it. Coleridge J. in *Gwynne* v. *Burnell* (2), or as Lord Eldon said in *Crawford* v. *Spooner* (3), "we cannot add and mend and by construction make up deficiencies which are left there."

Appeal quashed with costs.

Solicitor for appellant: *Archambault*, Q.C.

Solicitor for respondent: *Allan*.

(1) 10 Peters 524.

(2) 7 Cl. & Fin. 607.

(3) 6 Moo. P. C. 1.