

made, including erecting buildings or planting trees: *Donohue Bros. v. St.-Etienne de la Malbaie (Parish)* [1924] SCR 511, 519, [1924] 4 DLR 361, *affd* (PC) [1924] SCR vii; (iv) Expenditures increasing the price and value of the property; not an electric transformer: *Aluminium du Can. v. Melochville (Vill.)* [1973] SCR 792.

improvements see RIVERS AND LAKE IMPROVEMENTS

improvements, alterations and fixtures constructed see ALL IMPROVEMENTS, ALTERATIONS, AND FIXTURES CONSTRUCTED

improvements done to land: *Semble* does not include a tunnel or canal leading water from a water to a hydroelectric generating plant: *R. v. Bridge R. Power Co.* [1949] SCR 246, [1948] 4 DLR 593.

improvements ... or remodelling: Does not include expropriating land with a view to its likely future increase in value, nor to a colorable scheme for the land: *Sydney (City) v. Campbell* (PC NSW) [1925] AC 338, [1925] 1 WWR 660, 94 LJPC 49, 96 LT 748.

improvidence: Means a grant to the public detriment or prejudicing existing private rights (but not prejudicing a trespasser): *Fonseca v. A.-G. Can.* (1889) 17 SCR 612.

improving any highway see CONSTRUCTING RECONSTRUCTING ETC.

imprudence: Includes not foreseeing or guarding against likely mistakes by a purchaser: *Ross v. Dunstall* (1921) 62 SCR 393, 63 DLR 63.

in see KEPT OR STORED IN

in see PROFITS OR GAINS THROUGH OR FROM ETC.

in a ceremonious manner: A question of fact, not a legal conclusion: *Parnell v. Roughton* (1874) LR 6 PC 46, 31 LT 594.

in a favourable time, about February next: Does not separate the work to be done into two different contracts: *Black v. Christchurch Fin. Co.* (PC (NZ)) [1894] AC 48, 63 LJPC 32, 35-6, 70 LT 77.

in a judicial proceeding see WITNESS IN A JUDICIAL PROCEEDING

in a language which the purchaser understood: Means that if his English is not sufficient for the text, a translation into a familiar language (Romanian) is needed:

Advance Rumely Thresher Co. v. Yorga [1926] SCR 397, [1926] 3 DLR 517.

in a like case: (i) Enough that it is a similar situation, though not the identical legislation: *R. v. Boak (#1)* [1926] SCR 481, 484, 46 CCC 164; (ii) The two cases need not be in all respects the same; it is enough the question of law be similar in both: *Barre v. R.* [1927] SCR 284, [1927] 2 DLR 1097, 48 CCC 91; (iii) It is not enough that the same word is construed in both cases, if in one it is part of the definition of an offence and in the other merely as to who has the onus of proof: *Cardinal v. R.* [1927] SCR 541, [1927] 4 DLR 325, 48 CCC 243; (iv) i.e. the facts are similar enough that any different result involves a different view of the law; not a case where the law is stated the same, and only the circumstances differ: *Hill v. R.* [1928] SCR 156, [1928] 2 DLR 779, 49 CCC 211; (v) Requires a case where any different result must be a difference as to what the law is: *Liebling v. R.* [1932] SCR 101, [1932] 2 DLR 232, 57 CCC 113, 13 CBR 411; (vi) Does not refer to another case where the flaw could well have affected the result, if here it could not, especially if both cases take the same view of the law: *Levesque v. R.* (SCC) [1934] 4 DLR 416, 420, 62 CCC 241; (vii) If this case is criminal, so must be the other case: *Minden v. R.* [1935] SCR 609, [1935] 4 DLR 593, 64 CCC 322, 17 CBR 89; (viii) Does not refer to a case properly distinguishable, indeed distinguished: *Abbott v. R.* [1944] SCR 264, [1944] 3 DLR 481, 82 CCC 14.

in a like case see ANY OTHER COURT OF APPEAL IN A LIKE CASE

in a like case see CONFLICTS WITH THE JUDGMENT OF ANY OTHER ETC.

in a material particular see FALSE IN A MATERIAL PARTICULAR

in a material particular by evidence see CORROBORATED IN ETC.

in a matter or other judicial proceeding: Includes contempt proceedings: *O'Brien v. R.* (1889) 16 SCR 197.

in a mineral claim which has been located etc. see ASSERTING AN INTEREST IN A MINERAL ETC.

in a material particular see FALSE IN A MATERIAL PARTICULAR

in a municipality see BUSINESS IS CARRIED ON ... IN A MUNICIPALITY