seizure of the steamer which took place about the 27th or 28th June, 10 days later, does not destroy this claim. I think that I shall be doing justice between the parties by allowing the claim of Belcourt to the amount of $105. It can be offset by him against Macdonald's judgment, but the Court here cannot pronounce compensation as it is not asked. As to the neglect to render accounts complained of by Macdonald, the agreement does not specify any date at which they should be rendered, and I cannot say that Belcourt was at this early date in June in default.

Macmaster, Hutchinson & Knapp for plaintiff.
Loranger & Co. for defendant.

SUPERIOR COURT.

MONTREAL, July 8, 1881.

Before TORRANCE, J.

BEAUDRY et al. v. BOND.

Contract—Interpretation—Insolvency.

Where a lease, made during the existence of the Insolvent Acts, was to be terminated by the insolvency of or the making of an assignment by the tenant, held, that the making of a voluntary assignment by the tenant after the repeal of the Insolvent Acts, did not terminate the lease.

The action was by landlord against tenant under a lease, of date 6th February 1878, for 5 years, from the 1st May 1878. The action began with a conservatory process to attach the moveables furnishing the house to answer for the rent of two years beginning the 1st May 1881, and assessments.

The rent had been paid up to the 1st May 1881, before the action began, and the defendant contended that his lease terminated at the last mentioned date under an assignment which he had made as an insolvent to H. B. Picken Jr., on the 31st December 1880. His plea invoked this assignment, and a clause of the lease in the following words: "In case of insolvency of said lessee or his making any assignment of estate, this lease shall *ipso facto* become null and void, after the expiry of the year then current during which such assignment is made, for the remainder of the term thereof, without notice to the assignee or to any other person or persons whatever." Plaintiffs answered the plea by alleging that the lease was made when the Insolvent Act of 1875 and its amendments were in force, and that the clause in question had only been inserted in view of an insolvency and assignment under this Act; that the parties to the lease had not in view a voluntary assignment such as that invoked by defendant; that he was not insolvent and had not made an assignment such as contemplated by the lease; that said clause was inserted for the benefit of the lessors.

PER CURIAM. The Court holds that the answer of the plaintiffs is well founded, and that the clause in question does not apply to the present case. The plea is therefore over-ruled.

Judgment for plaintiffs.

Lacoste, Globensky & Bisaillon for plaintiffs.
L. H. Davidson for defendant.

SUPERIOR COURT.

MONTREAL, July 8, 1881.

Before TORRANCE, J.

BOWES v. RAMSAY.

Malicious prosecution—Reasonable and probable cause.

A trading firm, by making false statements to a mercantile agency as to their capital, obtained a high and incorrect rating, on the strength of which they got credit for goods, which they handed over to a relative in payment of an antecedent debt, and, within a month after, a writ in insolvency issued against them. The vendor of the goods on discovering the facts, and being so advised by counsel, prosecuted the firm on the charge of obtaining goods by false pretences.

Held, that there was reasonable and probable cause for the prosecution, and an action of damages would not lie.

PER CURIAM. This is an action of damages for a malicious criminal prosecution. Plaintiff and his brother, members of a Toronto firm of A. Bowes & Co., were charged by Ramsay with having conspired to obtain from the firm of Ramsay, Drake & Dods by false pretences certain goods. Plaintiff was arrested at Toronto under a warrant issued on Ramsay's information, and brought down to Montreal by a constable, and discharged after a long preliminary examination.