

en preuve qu'une notice a été adressée par la poste aux actionnaires et au défendeur Converse en particulier, et de plus notice publique dans un journal anglais et dans un journal français un mois d'avance. Ce point a été décidé dans plusieurs causes dans lesquelles cette question avait été spécialement plaidée par exception.

Les appelants ont cité plusieurs précédents entr'autres Fisher's Harrison's Digest, (p. 7160) : "A circular sent to every shareholder in a railway company, informing him that the directors had resolved on making a call, "constitutes the call."

Ross v. Franchère, Legal News, Vol. 5, p. 23; Abbott's Digest, Vo. Corporations 36 & 37; Angell & Ames, on Corporations, p. 517.

Les demandeurs ayant donc prouvé que le défendeur est un des actionnaires, qu'il a payé au présent demandeur, les 2ième et 3ième versements, il est difficile d'en venir à une autre conclusion que celle de condamner le défendeur Converse à payer aux demandeurs ex-qualités la somme demandée.

Jugement infirmé.

Camirand & Hurd, pour l'appelant.

A. W. Atwater, conseil.

G. O. Doak, pour l'intimé.

D. Macmaster, C.R., conseil.

COURT OF REVIEW.

MONTREAL, February 21, 1883.

SICOTTE, J., TORRANCE, J., MATHIEU, J.

PENNY et al. es qual. v. THE MONTREAL HERALD PRINTING AND PUBLISHING Co. et al.

Procedure — Review — Suit between Lessor and Lessee.

Where there is an inscription in Review of a judgment rendered in a suit between lessor and lessee, the opposite party is entitled, under the C.C.P. 500, to a delay of eight days from date of inscription, before he can be compelled to argue the case.

This was an action against a tenant and a sub-tenant under the law governing procedure between landlord and tenant. The judgment went against the defendants on the 13th February, 1883, and the sub-tenant inscribed in review on the 19th February, 1883.

Branchaud, for plaintiff, applied to have the case heard as a privileged case without delay, citing C.C.P. 894.

Tait, Q.C., for the sub-tenant, Moses Cochen-thaler, cited C.C.P. 500 as giving him eight days at least, after the inscription before he could be compelled to argue the case.

After conference among several of the judges at Montreal, the pretension of the defendant, Cochen-thaler, was sustained, and the Court refused to hear the case within the eight days.

Judah & Branchaud for plaintiffs.

Abbott, Tait & Abbotts for defendants.

COURT OF REVIEW.

MONTREAL, November 30, 1882.

TORRANCE, J., JETTE, J., BUCHANAN, J.

SAUNDERS v. HERSE.

Peremption.

The omission of a letter in the name of plaintiff, in the Prothonotary's certificate of last proceeding, cannot be set up as a bar to peremption where three years have elapsed from last proceeding. The Court may order that the certificate be amended before adjudicating upon the application for peremption.

This was an action taken upon a promissory note, and upon the 17th September, 1879, an entry was made in the *plumitif*: "plaintiff inscribes at *enquête* the first October next."

On the 3rd October, 1882, the defendant served the plaintiff with notice of application for peremption, and produced in support the prothonotary's certificate of last proceedings, showing that no proceedings had been taken since the plaintiff's inscription of 17th September, 1879.

The plaintiff contested this application on the ground that the certificate of last proceedings was irregular; that the name of the plaintiff, as given in the certificate of the prothonotary, was Alexander Saunder, whereas his correct name was Alexander Saunders, the final *s* having been omitted in the certificate; that the omission of a letter in the name of plaintiff was a fatal variance. The plaintiff cited the decision of Torrance, J., in the case of *Burland Desbarats Lithographic Co. v. Bemister*, 4 Legal News, p. 101.

Judgment was rendered by RAINVILLE, J., granting the application for peremption, and ordering the prothonotary to amend the name of the plaintiff incorrectly written in the certificate of last proceedings.

The Court of Review unanimously confirmed this judgment.

Dunlop & Lyman for plaintiff.

A. Dalbec for defendant.