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Judges, counsel, and suitors have been experiencing for some time considerable vexation in the prosecution of their business in the Montreal Court House. Every effort that could reasonably be expected seems to have been made to diminish the inconvenience; nevertheless it goes without saying that extensive works and alterations cannot be carried on in a building without excessive discomfort to those who are obliged to use the premises as court rooms. The works are likely to extend over so many months that we fear a moderate intermission of business would not be of much service. Nevertheless, the necessary pulling down and rebuilding of walls could no doubt be pushed on more rapidly if the contractors had full possession of the central portion of the edifice; and if it is possible to get through with the worst part of the job by having a recess of a few weeks, we trust that the bar will consent to an arrangement of that nature. A vacation might be taken before and after Easter, or at such other time as would best favour the rapid progress of the work; and the recess, while permitting the contractors to put the building in something like order, would not involve serious delay in the business of the Courts.

Novel claims of damages are constantly being presented in the Courts, arising from new contrivances and inventions. In *Woodward* v. *The Imperial Strength-Testing Company*, before the Lord Mayor's Court, London, Dec. 6, the plaintiff, a compositor, sued for damages under peculiar circumstances. The defendant company are the proprietors of a patent machine which will test the strength of persons who, after placing a penny in the slot, punch a pad provided for the purpose. The plaintiff, on the 10th of July last, was at Southend, where, at the entrance to the pier, was one of the defendants' machines. He read the directions upon it, which were, "Place a penny in the slot and punch." He placed a penny in the slot and punched, but the spring behind the pad would not move, and the effect of the blow was that his wrist was broken. He was unable to continue his occupation, and had lost his situation. He claimed compensation on the ground of defendants' negligence in not keeping the machine in proper order, and also on the ground of warranty and of a promise of performance of a contract on the payment of a penny. The judge, in directing the jury, said if the defendants provided a machine which in itself was a source of danger, or contained a latent danger, so that anyone using it, at the invitation of the defendants, would be injured, then the defendants would be liable. The jury found for the plaintiff for 50*l*.

SUPERIOR COURT.

SWEETSBURGH, Nov. 5, 1890.

Before LYNCH, J.

LETOURNEUX et al. v. DUFRESNE.

Contract in fraud of creditors—Avoidance of—Insolvency—Knowledge of—Art. 1035, *C.C.*

HELD:—*Where a debtor enters into a contract (twenty-three days before he makes a judicial abandonment), by which he transfers to one of his creditors practically the whole of his available movable property, being at the time indebted to other creditors in a large sum which he has no means of paying, it may be presumed that the debtor knew he was insolvent.*

2. *Knowledge of his insolvency by the person with whom he contracted may be presumed from the fact that this person had been doing business with him for several years and had an intimate knowledge of his affairs; that he knew that the insolvent was indebted to him in a large amount, that he held overdue paper of the insolvent, and that the insolvent was indebted to other parties.*

PER CURIAM:—

This is an action instituted on the 2nd day of February, 1889, by nine of the creditors of the defendant Dufresne, to annul and set aside the deed of sale made before Boyce, notary, the 25th August, 1888, by which the