in damages, no matter whether he proves abundant other ground for that sort of suspicion which in legal phraseology is styled "probable cause."

We have been drawn into a fuller discussion of the merits of these cases than was at first intended, or than is suitable for this journal. The object of our allusion to them was only to show how necessary it is that faithful reports of the sayings and doings of this all-powerful Court might be within the reach of others than the small audience congregated in a back room of a small town, which might be fairly called obscure, if it were not the metropolis of the Dominion. It would seem that a new, and, in principle, defectively constructed Court, which has just escaped a condemnatory vote of the House of Commons by prudent tactics, would be only too anxious to show to the world that they did not deserve the condemnation. They should remember that it cannot be hoped that their judgments will be, as a whole, better than the Courts of appeal in each province; they should, therefore, take care that there is a record to show that they are not worse. Again, as the sole object of the existence of the Court is to keep up a certain uniformity in the jurisprudence of the country, it is absolutely necessary we should know what that jurisprudence is.

R.

APPOINTMENTS.

Since our last issue two important appointments have been officially made known. The newly created sixth judgeship of the Court of Queen's Bench of this Province has been filled by the nomination thereto of Mr. Justice Baby who has been acting as a judge of the Court during the absence of Mr. Justice Tessier. The latter, we are glad to learn, has returned from Europe with restored health, and will resume his duties forthwith. The Hon. Chancellor Spragge has been appointed Chief Justice of Ontario, in the room of the late Chief Justice Moss.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, April 28, 1881.

Before TORRANCE, J.

In re SEYBOLD, insolvent, EVANS, claimant, and SEYBOLD, contestant.

Insolvent Act of 1875, *Sec.* 71—*Lease to Insolvent —Notice required to terminate.*

The lessor of premises occupied by the insolvent claimed under a lease $2,000 for rent, and $240 for assessments, for the year ending April 30, 1880.

The insolvent contested the claim, alleging that the lease had terminated on the 30th April, 1879, by a notice from the assignee on the 31st January, 1879, and by a resolution of the creditors on the 7th Feb., 1879.

PER CURIAM. The notice by the assignee is proved by himself and was unauthorized by the creditors. It ought to have been in writing and authorized; Aguel, Code des Propriétaires, n. 885; and, moreover, the creditors were only authorized to terminate the lease, at least three months before the time fixed. Insolvent Act, 1875, Sec. 71, says their meeting must be held more than three months before the termination of the yearly term. The contestation is overruled.

D. Macmaster for claimant.

H. Abbott for contestant.

SUPERIOR COURT.

MONTREAL, April 28, 1881.

Before TORRANCE, J.

LAMBE v. HARTLAUB et al.

Unpaid Vendor—Rescision of Sale—Compliance with terms of contract—"Duty paid"—Error of Customs Authorities.

This was an action to rescind a sale of 473 half chests of tea, under C. C. 1543.

The sale had been made by the vendor Lambe, at Toronto, on the 5th February, 1880, through a broker at Montreal, at 32¾ cents per lb., duty paid, delivered in Toronto; terms, prompt cash. Lambe alleged fulfilment of his contract, the receipt of the goods by Hartlaub & Co. at Montreal, and their neglect to pay the price.

The action began with an attachment of the goods in July, 1880.

The defendants pleaded that the teas were sold duty paid, and that the duty was not paid, and in consequence they were seized on arrival in Montreal by the Customs authorities, and the seizure was only discharged on the 6th April, 1880; that meanwhile they had sold the teas to John Osborne, Son & Co., and being unable