windows which he put on the house.—*Plamondon* v. *Lefebvre*, 3 Q. L. R. 288.

Legislatures.—The provincial legislatures have no power to legislate on questions affecting trade, except to raise revenue for provincial purposes.—*Hart* v. *Corporation of County of Missisquoi*, 3 Q. L. R. 170.

License Act.—The Quebec License Act, 1870, as far as the Insolvent Act of 1869 is concerned, is *ultra vires*. The Insolvent Act of 1869 having for its exclusive object commercial matters, the Provincial Legislature cannot restrain its operation by imposing a duty on the proceeds of sales of insolvent's effects, or by limiting the powers of assignees in the operation of the Act.—*Coté* v. *Watson*, 3 Q. L. R. 157.

Mandamus.—1. A member of an incorporated building society is not entitled to demand an inspection of the minutes kept by the directors of the association, unless there be a parliamentary direction to that effect, or he shows an interest, or a lawful motive for demanding the inspection.—*Reg. ex rel. Langelier* v. *Laroche*, 3 Q. L. R. 239.

2. The fact of taking a reasonable time (*e. g.* three days) to consider and take advice before complying with the demand, is not a refusal sufficient to justify a resort to the remedy by mandamus.—Ib.

Minor.—See *Habeas Corpus.*

Mistrial.—See *Jury.*

Municipal Corporation.—An indictment will lie against the corporation of a rural municipality for non-repair of a highway, although it is a front road of which each proprietor is bound to repair his frontage.—*Reg.* v. *Corporation of St. Sauveur*, 3 Q. L. R. 283.

Municipal Matters.—See *Appeal.*

Negligence.—The plaintiff's wife, proceeding over a market place in the city of Quebec, stepped on a plank, forming part of the planking of the market. The plank broke and struck her in the face, inflicting injuries for which the action was brought. It appeared that the clerk in charge walked through the market every day, and no apparent defect existed at the place in question. On examination the plank was found to be decayed underneath. *Held*, that the defect was a latent one, due to the silent, unobserved effect of time, of which the defendants had no notice, and no negligence having been shown the action could not be maintained.—*Kelly* v. *Corporation of the City of Quebec*, 3 Q. L. R. 379.

Notice of Deposit.—A party who inscribes in review and makes the required deposit within eight days, is not bound to give notice thereof within the same delay to the adverse party, but may give notice at any time afterwards, the law not determining within what delay that formality is to be observed.—*Lewis* v. *Levis & Kennebec RR. Co.*, 3 Q. L. R. 372.

Nullity of Deed.—A deed attacked as made in fraud of creditors cannot be annulled by the Court on a plea to an opposition, if the conclusions of the plea do not ask that the nullity be declared.—*Blouin* v. *Langelier*, 3 Q. L. R. 272.

Officer, Public.—A laborer employed on a municipal work is not a public officer entitled to a month's notice, before being sued in damages, by reason of the part which he took in the work.—*Holton* v. *Aikins* 3 Q. L. R. 289.

Penal Action.—See Evidence; Election law, 13.

Peremption.—Peremption cannot be granted in a case where proceedings have been suspended by an inscription *en faux*.—*Anderson* v. *Sanborn*, 3 Q. L. R. 206.

2. The party obtaining peremption is entitled to costs.—*Germain* v. *Lacoursière*, 3 Q. L. R. 271.

Pleas, Preliminary.—Since the jurisdiction of the Circuit Court in Quebec and Montreal has been restricted to $100, no deposit is required with preliminary pleas in that Court.—*Kennedy* v. *McKinnon*, 3 Q. L. R. 358.

Principal, Foreign.—See *Agent.*

Prescription.—The prescription created by articles 2,260 and 2,267 of the Civil Code being not only a presumption of payment but a *déchéance* against the tardy creditor, and being a presumption *juris* and *de jure* of the extinction of the debt, does not admit of contradictory proof, and cannot be overcome by deferring the *serment décisoire*.—*Fuchs* v. *Legaré*, 3 Q. L. R., 11

2. But in commercial matters, where the sum in question does not exceed $50, the oath may be deferred to the party pleading prescription, as to the existence of a verbal promise or acknowledgment, or other interruption or renunciation.—Ib.

[To be Continued.]