under an ordinary writ of execution—in this case a writ of *saisie gagerie*. The bailiff, Mercier, was condemned, jointly and severally with the landlord, to deliver the estate to the guardian and to pay the costs. Mercier was further ordered by the court, *suo et proprio motu*, to be struck off the list of bailiffs of the Superior Court. (Mackay, Torrance and Beaudry, JJ.)—*Whyte* v. *Bisson et al*, 1 Rev. Crit. 474.

Insolvency—Book Debts.

The purchaser of the book debts of an insolvent estate cannot complain that some of these debts have been collected by the assignee previously to the auction sale, although the list of debts showed no such collection when the sale was made. (Mondelet, J.)—*Lafond* v. *Rankin*, 1 Rev. Crit. 475.

Insolvency—Guarantee.

Held, that an assignee under the Insolvent Act of 1864 cannot be sued *en garantie* in respect of a matter for which the insolvent was liable to guarantee the plaintiffs *en garantie*.—*Hutchins et al.* v. *Cohen*, 15 L. C. J. 235.

Insolvency—Composition.

Held, that a composition discharge under the Insolvent Act of 1884 affects the insolvent only, and does not relieve outside parties secondarily liable, not parties to the insolvent proceedings.—*Martin* v. *Gault*, 15 L. C. J. 237.

Insurance.

Introducing into the insured premises a gasoline machine of a dangerous character without the consent of the insurer, is a violation of the policy. (Mondelet, J.).—*Matthews* v. *The Northern Insurance Co.*, 1 Rev. Crit. 475.

Joint Stock Company.

No stock of an incorporated Company can be called for, unless the conditions antecedent to such call have been complied with. (Mouelet, J.)—*Massawippi Valley R. C. Co.* v. *Walker*, 1 Rev. Crit. 475.

Justice of the Peace—False Arrest.

An information for perjury, contained in three depositions prepared by counsel, was laid before two justices of the peace before arrest. After the arrest no examinations were made of witnesses, nor did the accused confess; yet he was committed to jail, there to be kept till discharged by course of law. The accused was discharged on *habeas corpus*, and afterwards for want of prosecution. Action in damages against the justices for $5,000. *Held*, reversing the judgment of Superior Court, that the commitment not being based upon information reduced to writing before the magistrates, was null, and that the magistrates were responsible for the false arrest. Judgment for $100 and costs. (Mackay, Berthelot, Beaudry, JJ.)—*Lacombe* v. *Ste. Marie et al*, 1 Rev. Crit. 474.

Libel—Corporations.

Action in damages for libel. The defendants demurred upon the ground that an action for libel did not lie against a corporation. *Held*, that civil corporations are governed by the laws affecting individuals. Demurrer dismissed. (Beaudry, J.)—*Brown* v. *The Corporation of Montreal*, 1 Rev. Crit. 475.

Railway Company—Common Carriers.

Notice of arrival of goods being given by the Company to the owners or consignees that they "remain here entirely at the owner's risk, and that this Company will not hold themselves responsible for damage by fire, the act of God, civil commotion, vermin or deterioration of quantity or quality, by storage or otherwise, but if stored, that a certain rate of storage would be charged for the storage of the goods," and which was paid to the Company by the owners.

Held, that though the liability of the Company as common carriers had ceased, by the arrival of the goods, the Company was still liable for damage as warehousemen and bailees for hire; but that in this cause the evidence did not show any negligence on the part of the railway company. Duval, C. J., Monk and Stuart, JJ. (*ad hoc*). *Contra*, Badgley and Drummond, who held that by law negligence was presumed if damage shown, and the onus of proof of care was on the Company, who had made no proof whatever to rebut the presumption against the Company. — *Grand Trunk Railway* v. *Gutman*, 1 Rev. Crit. 478.

Seduction.

Plaintiff being aware that the defendant was a married mon, sued him in damages for seduction. *Held*, that no action then lies. (Berthelot, J.).—*Lavoie* v. *Lavoie*, 1 Rev. Crit. 474.

Taxes—Lease.

Under a clause in a lease the tenant had promised to pay *all the taxes on the premises, ordinary and extraordinary, foreseen and unforeseen*, during the lease. *Held*, that this clause did not comprise taxes for the widening of streets, for which compensation had been paid to the landlord. Badgley, Monk, Drummond, JJ. (Dissenting, Duval, C. J., and Caron, J.)—*Shaw* v. *Laframboise*, 4 Rev. Crit. 476.

Taxes—Sale for, to Corporation Officer.

This action instituted before the Superior Court for the District of St. Francis, was