

The Plaintiff, subsequently to his obtaining his Patent, conceiving that the Defendant had encroached upon his privilege, by using nets of the description mentioned in his Patent, brought the present action.

The Letters Patent were filed by the Plaintiff, and, upon examination, it was found that the certificate, required by the section above in part recited, had not been given either by the Attorney or the Solicitor General, but by a Queen's Counsel.

This objection having been urged by the Defendant, as invalidating the Letters Patent, which were the basis of the demand, the Court maintained the legality of the objection and dismissed the action.

The following is an extract of the Judgment rendered, in this cause, on the 23rd July, 1845: "Considering that it does not appear that the Letters Patent mentioned and in part recited in the Plaintiff's declaration in this cause, on which his said action is grounded, before the signing thereof and before the affixing of the great seal of the late Province of Lower Canada to the same, were delivered to the Attorney General of His late Majesty King William the Fourth, in the said late Province, or, in his absence, to the Solicitor General of His said late Majesty, to be examined or that the said Letters Patent have been or were certified by the said Attorney General or Solicitor General to be conformable to an Act of the Legislature of the said late Province of Canada, passed, &c., &c., and inasmuch as the said Letters Patent have not been issued conformably to the said Act, it is adjudged that the action of the Plaintiff be hence dismissed," &c.

IN THE QUEEN'S BENCH—QUEBEC.

POZER, *Plaintiff*.

vs.

GREEN, *Defendant*.

The wife who undertakes with her husband, such husband being a trader, becomes the *caution solidaire* of a trader, in so far as such undertaking concerns his trade, and without the necessity that the instrument by which she so binds herself should express the *solidité* or the fact that she is authorised by her husband.

In the month of May, 1833, John Graves, then of the City of Quebec, trader, and the Defendant, Mary Green, his wife, made their promissory note in favor of the Plaintiff a merchant carrying on business at Quebec, by which they promised to pay him, twelve months after date, the sum of £63 5s. The note was written in the following terms, "T eve months after date we promise to pay Mr. George Pozer or to his order the sum of sixty-three pounds five shillings currency with interest value received."

"Quebec, 13th May, 1833 "

"JOHN GRAVES,
"MARY GRAVES.

Graves having died, an action was brought by Pozer against his widow, as one of the makers of the note, for the recovery of its amount.

The action was in the usual form; the Plaintiff after alleging the making of the note arguing that by means thereof the Defendant and the said John