The case of *Fiset* v. *Fournier* (*ante* p. 589) is not precisely the same as *Walker & Sweet*, because in *Fiset* v. *Fournier* the five years had elapsed and prescription had been acquired, before the alleged acknowledgment of indebtedness by the debtor. In *Walker & Sweet* the acknowledgment of indebtedness was before prescription had been acquired. But is this difference of any importance? If it is, Mr. Justice Bossé's judgment might still be correct, notwithstanding *Walker & Sweet*. Our own impression of that ruling is that it establishes that a prescription acquired may be renounced by the debtor as far as he is himself concerned, the same as prescription may be interrupted. In the case of *Fuchs* v. *Légaré*, (3 Q. L. R. 11), to which a correspondent has referred, Mr. Justice Casault expressly held that prescription acquired may be renounced, but the proof of renunciation in matters over $50 must be in writing. We take it, therefore, that if the report of *Fiset* v. *Fournier* presents the facts correctly, the decision in that case was given in forgetfulness of *Walker & Sweet*.

REPORTS AND NOTES OF CASES.

SUPERIOR COURT.

Montreal, Dec. 12, 1878.

TORRANCE, J.

ROY et al. v. THIBAULT.

Alderman—Property Qualification—Residence.

Held, 1. The Court will exercise a discretion in granting the conclusions of a petition in the nature of a *quo warranto* information.

2. A person occupying two adjacent rooms, one as an office and the other as a residence, in the City of Montreal, is a resident householder in the terms of 37 Vict. (Que) c. 51, s. 17.

The petitioners contested the right of the defendant to sit as Alderman for St. Mary Ward, in the City of Montreal. The grounds of objection were two. First, that Mr. Thibault was not a resident householder, and secondly, that he did not possess the necessary property qualification, *i. e.*, real estate of the value of $2,000, after deduction of his just debts.

TORRANCE, J., said that the defendant lived separate from his wife and children, and occupied two rooms in a house on Notre-Dame Street, one as an office, and the other as a bedroom and eating-room. His Honor considered that under these circumstances he must be considered a resident and a householder. See Fisher's Digest, vo. Election Law, 3419. As to the property qualification, the property appeared by the books at the Registry Office to be charged with encumbrances which had been extinguished or paid off. The question was, what was the amount of the actual charges? The evidence on this point did not establish satisfactorily that the value of the property less the charges, fell below the $2,000, and moreover, the defendant's term of office had almost expired. The Court would exercise a discretion, and not disturb the defendant's possession under the circumstances. The petition, therefore, would be rejected; but seeing that the petitioners had been misled by the appearance of mortgages which had ceased to exist, each party would be ordered to pay his own costs.

E. Lareau, for petitioners.

A. Lacoste, Q. C., for defendant.

COURT OF QUEEN'S BENCH.

Montreal, Dec. 14, 1878.

Present:—Sir A. A. DORION, C. J., MONK, RAMSAY, CROSS and TESSIER, JJ.

KERR, (deft. below), Appellant; and BROWN et al., (plffs. below), Respondents.

Guarantee—Personal Liability of person signing "as President" of Company.

R. Kerr, the defendant, signed a letter of guarantee in the following form:

"Montreal, May 11, 1874.

"Messrs. Ritchie & Borlase,

"Gentlemen,—

"We, the undersigned, acting as director and secretary of the Montreal Omnibus Company, hereby agree to see the account that Brown and St. Charles have against the said Company duly settled, provided that the said account shall be made out, and agreed upon as either the court or arbitrator shall decide.

"R. KERR.

"As President of the M. O. Co."

He delivered this letter, which was not signed by the secretary, to the attorneys of Brown and St. Charles, the plaintiffs.

Held, that he was personally liable.

To avoid an attachment of the property of the Montreal Omnibus Company the appellant,