The action was *en destitution de curatelle*, by a daughter of the interdicted person, setting out that the curator resided in the Province of Ontario, that plaintiff was dependent on her father for support, and was unable to compel the defendant to contribute thereto.

After the institution of the action the plaintiff married, and defendant then pleaded that the Judge knew him, defendant, to be a resident of Ontario at the time of his appointment, and that plaintiff, since her marriage, was not dependent on her father for support.

Plaintiff demurred to this plea.

MACKAY, J., maintained the demurrer, holding that plaintiff was entitled to ask that the curator be resident within the jurisdiction, and that it was no answer to say that the Judge was aware at the time of his appointment, that he was not resident in the Province.

* Answer-in-law maintained.

Bethune & Bethune for plaintiff.

Kerr, Carter & McGibbon for defendant.

SUPERIOR COURT.

MONTREAL, February 26, 1880.

BEIQUE v. BURY.

Accommodation note—Knowledge by endorsee that note sued on was given as accommodation note is not a bar to the action.

The action was brought by Beique on a note made by Bury, defendant, payable to the order of F. A. Quinn, who endorsed it to plaintiff.

The defence was in effect that defendant received no consideration, and had given the note for the accommodation of Quinn, who was interested with plaintiff in certain real estate transactions; and that plaintiff knew that the note was an accommodation note.

MACKAY, J. This is an action on an accommodation note given by defendant to one Quinn. Judgment must go for the plaintiff. Whatever rights the defendant may have as against Quinn, he had no ground for resisting the plaintiff's demand. The fact that plaintiff knew that this was an accommodation note cannot affect his right to collect the amount from the maker, the note having been transferred to him, plaintiff, for value.

* By judgment (December 29) the action was maintained, and defendant's appointment set aside.

Judgment—"Considering plaintiff's allegations of declaration proved, and that by reason of anything proved the defendant cannot repel plaintiff's action, whatever rights or equities the defendant may have as against F. A. Quinn, doth adjudge," &c.

Beique, Choquet & McGoun for plaintiff.

Coyle & Leblanc for defendant.

RECENT ENGLISH DECISIONS.

Expulsion from Club—Insufficiency of notice.—The rules of a club provided that if the conduct of a member, in the opinion of the Committee, after inquiry, should be injurious to the welfare of the club, the Committee, on refusal of the member to resign, should call a general meeting, at which it should be competent for the votes of two-thirds of those present to expel the member. Another rule gave the Committee power to call a general meeting at a fortnight's notice. Charges being made against the plaintiff, the Committee, without summoning the plaintiff before them, requested him to resign, which he refused to do. Before 3 a. m. on Nov. 1, the Secretary posted a notice of a general meeting on the 14th. According to the custom of the club, this notice was considered as published on Oct. 31. At the meeting there were 117 members present, of whom 77 voted for expulsion and 38 against it. *Held*, that there had been no inquiry, no sufficient notice, and no two-thirds vote, and hence the plaintiff had not been duly expelled. *Labouchere* v. *Earl of Wharncliffe*, 13 Ch. Div. 346.

RECENT U. S. DECISIONS.

Insurance—Waiver.—The proofs of loss were not filed until after the time specified in the policy. No objection was at the time made on this ground; but the company examined the the party, and decided not to pay, on the ground of fraud. *Held*, that the company could not subsequently take advantage of the delay in filing the proofs of loss. No new consideration or technical estoppel is necessary to render a waiver effectual. An express waiver, or acts from which a waiver may be inferred, are sufficient to prevent the company from subsequently alleging the failure to comply with the condition. *Brink* v. *The Hanover Fire Ins. Co.*, (New York Court of Appeals, March 27, 1880.)