SUMMARY OF RECENT QUEBEC DECISIONS.

Bornage—Fence.—Held, 1. That in an action *en bornage*, the existence of a fence between the two properties for upwards of thirty years before action brought, entitles the defendant to claim such fence as the legal boundary or division line between the properties. 2. Although such fence be so constructed as to form an irregular encroachment on the plaintiff's land, to the depth of about seven feet by about forty-eight feet only in length, along a portion of the line of division between the properties, and although the title deed of the defendant and the title deeds of all his *auteurs* show the line of division between the properties to be a straight line, throughout its entire length, and are silent as to the encroachment; and although defendant's possession only dates back a little over four years, he nevertheless can avail himself of the possession up to the fence, of all those from whom he derives title to the property described in the deeds. 3. Verbal evidence to the effect that the fence had been for upwards of thirty years in the same line as it was at the time of the action, is sufficient, although it be proved that such fence was entirely destroyed by fire, and remained so destroyed for upwards of a year, and none of the witnesses testify to having seen a vestige of the old fence after the fire, or to having been present when the new fence was built.—*Eglaugh* v. *The Society of the Montreal General Hospital*, 12 L. C. J. 39.

Insolvent Act—Assignment.—Held, that a voluntary assignment made by an Insolvent under 29 Vic., cap. 18, sec. 2, to a duly appointed official assignee, is valid, although the assignee is not resident within the district within which the Insolvent has his place of business.—*Exparte Smith*, 12 L. C. J. 51.

Possession—Wild Animal.—A person pursuing a wild animal is considered to be the possessor while the pursuit lasts, and another person will not be allowed to take possession of the animal; if he does so, he must pay the value.—*Charlebois* v. *Raymond*, 12 L. C. J. 55.

Practice—Admissions.—Held, that an admission by the defendant's attorney of the existence of a will referred to in plaintiff's declaration, and a consent that an authentic copy thereof should be considered as filed in the cause as plaintiff's exhibit, is null and void, and of no effect.—*Hynes* v. *Lennan*, 12 L. C. J. 53.

Sale of encumbered land—Trouble.—Held, 1. That where a party is sued for the price of land which is burdened with hypothecs beyond the price claimed, and the party sued has demanded before action that such hypothecs should be discharged, or good and sufficient security given against all possible trouble arising from such hypothecs, and the plaintiff has failed to cause the hypothecs to be discharged, or the required security to be given, his action ought to be dismissed purely and simply. 2. That mere personal security in such a case is insufficient. 3. That although in such an action, the defendant, by her plea, only prays for the dismissal of the action, in case the necessary security be not given within a delay to be fixed by the judgment, and although the judgment in the Court of original jurisdiction be rendered according to the conclusions of said plea, and such judgment be confirmed in Review, the Court of Appeal, on an appeal instituted by the plaintiff only, and without any cross appeal by the defendant, and although the respondent prays, in her answers to the reasons of appeal, and in her *factum*, for the confirmation of both judgments, will nevertheless reform these judgments and dismiss the original action purely and simply.—*Dorion* v. *Hyde*, 12 L. C. J. 49.

Shareholder—Calls on Shares—Compensation.—Held, that compensation takes place *pleno jure* of the debt due (unpaid stock) by a shareholder in the Montreal and Bytown Railway Company, incorporated by 14 and 15 Vic., cap. 51, with a debt due by the Company to the shareholder for arrears of salary as President of the Company. *Delisle* v. *Ryland*, 12 L. C. J. 29.

Usufructuary.—Held, that the *donataire universelle en usufruit* by contract of marriage is bound to advance the *frais d'inven-*