

fraudulent preference to one or more creditors is a secretion within the meaning of art. 798, C. C. P.

Also that an endorser of a note discounted by a bank has the right, under art. 1953, C. C., to avail himself of the remedy provided by art. 798, C. C. P., if the maker fraudulently disposes of his property.

STRONG, HENRY, and GWYNNE, JJ., contra; *Gault v. Dussault*, 4 Leg. News 321, approved.

The court being equally divided, the appeal was dismissed without costs.

Macmaster, Q. C., and *Hutchinson*, for appellant.

Geoffrion, Q. C., and *Greenshields*, for respondent.

NORTH SHORE RAILWAY CO. v. TRUDEL.

Land, sale of—Delivery to agent—Pleading—Arts. 1501, 1502 C. C.

S. T. brought an action to recover \$3,200 as balance of the purchase money of certain lands in Quebec sold by him to the N. S. R. Co. To this action the railway company pleaded by temporary exception that out of 3307 superficial feet sold to them, S. T. never delivered 710 feet, and that so long as the full quantity purchased was not delivered they were not bound to pay. To this plea S. T. replied specially that he delivered all the land sold to P. B. V., the agent of the company, with their assent and approbation, together with other land sold to said P. B. V. at the same time. At the trial it was shown that P. B. V. had purchased all the lands owned by S. T. in that locality but exacted two deeds of sale, one of 3307 feet for the Railway company, and another of the balance of the property for himself. By the deed to P. B. V. his land is bounded by that previously sold to the company. P. B. V. took possession, and the railway company fenced in what they required.

Held, affirming the judgments of the Court below, that S. T. having delivered to P. B. V., the agent of the company, with their assent and approbation, the whole of the land sold to them, together with other lands sold to the said P. B. V., at the same time, he was entitled to the balance of the purchase money.

Per Taschereau, J., that all appellants could claim was a diminution of price, or a realiza-

tion of the sale under Arts. 1501, 1502, and that therefore their plea was bad.

Appeal dismissed with costs.

Duhamel, Q. C., for appellants.

Bedard, for respondent.

SHELBURNE ELECTION CASE.

ROBERTSON v. LAURIE.

Election petition—Service of copy—Extension of time—Discretion of judge—R. S. C. c. 9, s. 10.

Held, that an order extending time for service of the notice of the presentation of an election petition with a copy of the petition from five days to fifteen days by a judge in Nova Scotia, on the ground that the respondent was at the time at Ottawa, is a proper order for the judge to make in the exercise of his discretion under section 10 of c. 9 R. S. C.

Appeal dismissed with costs.

R. Scott, Q. C., for appellant.

Graham, Q. C., for respondent.

PRINCE CO. (P.E.I.) ELECTION CASE.

EDWARD HACKETT (Petitioner in the Court below) Appellant, and STANISLAUS FRANCIS PERRY (Respondent in the Court below) Respondent.

Legislative Assembly—Disqualification—Enjoying and holding an interest under a contract with the Crown, what constitutes—39 Vict. c. 3, s. 4 and 8 (P.E.I.).

The return of S. P. as member-elect for the House of Commons for the Electoral District of Prince County, P. E. I., was contested on the ground that S. P. being a member of the Provincial House of Assembly, he was not eligible as a member of the House of Commons. At the trial it was admitted that S. P. had been elected to the Provincial House of Assembly at the general election in June, 1886, and that there had been no meeting of the local house at the date of the general election for the Dominion House. S. P. prior to his nomination gave to two members of the House of Assembly a written resignation of his seat, and at the time of the general election for the House of Commons