

be paid from a certain rate per folio collected by the prothonotary in each district. It was also recommended that the fees for admission to the study and practice of law be raised to meet the expenses of holding examinations, and for the more perfect organization of the Bar. The Council had an interview with the Hon. Mr. Mousseau, who promised to give the matter his attention, and to bring it before the House at an early date.

#### INSOLVENT ESTATES.

It is worthy of note that after nearly three years' experience without a Bankrupt Act, the Montreal Board of Trade continues to be opposed to legislation for the discharge of insolvents. But in abolishing the Insolvent Act in April, 1880, the Parliament of Canada omitted to make uniform provision for the equal distribution of the assets of bankrupt estates. The Montreal Board of Trade is seeking to elicit an expression of opinion on this subject, from commercial organizations throughout the country, with the view of submitting a Bill to Parliament. They say: "Since the repeal of the Insolvent Act of 1875 and amendments the mercantile community has had to depend upon the imperfect and widely differing systems for collection of debts prevailing in the different provinces of Canada. It is almost needless to add that the means provided by the provincial laws are most inadequate for the purposes contemplated by this board. It is believed the business men of the Dominion feel that in these circumstances a general and uniform law for the equitable distribution of the assets of persons who are no longer able to pay the full amount of their debts, and who are virtually at the mercy of the bailiffs of every creditor, is a pressing necessity." They expect that if there shall appear to be a concurrence of opinion in favor of an efficient measure that will provide an inexpensive method of distributing the assets of an insolvent among his creditors—a measure that will grant relief without encouraging insolvency—Parliament may be relied upon to give effect to the desire of the country. But they are careful to add that in asking for the enactment of such a measure, they are of opinion "that provision for composition and discharge of insolvent debtors should be left entirely at the option of the creditors, because it appears that only in this way is it

possible to avoid most of the complications incident to previous legislation on the question of insolvency."

#### SUPERIOR COURT.

MONTREAL, Jan. 31, 1883.

Before TORRANCE, J.

WRIGHT et al. v. GALT.

*Lessor and lessee—Premises in unsafe condition—Resiliation of Lease.*

*Where the building leased was in a dangerous condition, and was sinking, owing to weakness of the foundation, and the Building Inspector of the city had condemned it as unsafe, held, that the lessee was justified in abandoning the premises, and was entitled to recover from the lessor all damages thereby suffered by him.*

This was an action by tenant against landlord for resiliation of lease and for damages. The lease was made to plaintiffs as saloon keepers at \$15 per month for 21 months from the 1st August last. The plaintiffs complained that the building showed signs of tumbling down since 1st September, and on the 11th October the Building Inspector condemned it as dangerous; that owing to the original defects in the construction of the building and in the walls and foundation thereof, the plaintiffs' business and their use of the premises were interfered with to an extent causing them great damage. On the 30th October plaintiffs notified defendant that they would leave the premises on the 31st October, and tendered all rent to that date. The defendant joined issue with plaintiffs.

PER CURIAM. It is in evidence that the Building Inspector, Olivier Rouillard, condemned the building as unsafe and dangerous on the 11th October. He gave a notice in writing and swears that its statements are true. Walbank and Fowler, both architects, testify to defects in the foundations, but Fowler cannot answer the question whether they are dangerous. Simeon Lebeau, carpenter and contractor, also testifies to defects. On the other hand, Louis Bourgouin, Alex. C. Hutchison and Daniel Wilson, while they admit the defects, say that there was no danger. Walbank says that the building was considerably out of plumb. Fowler, examining the building at the time of the trial in