

buyer is entitled to bring suit for the debt.—*Moodie & Jones, Tessier, Cross, Baby, Bossé, Doherty, J.J., (Tessier, J., diss.)* June 19, 1890.

*Libel in pleadings—Justification—Probable cause—Counsel's opinion—Evidence of attorney of record.*

*Held* :—Affirming the judgment of TASCHE-REAU, J., M. L. R., 4 S. C. 219, 1. That libels in pleadings are actionable, when the allegations complained of are false, or made without probable cause.

2. That malice is inferred by law from the nature and the falsity of such accusations.

3. That an unproved plea of justification constitutes an aggravation of the libel.

4. That executors are personally liable for libels published by them in their said quality.

5. That the mere fact of having taken counsel's opinion, apart from any other circumstances, does not excuse a party making libellous allegations.

6. That the attorney of record is only allowed to offer his testimony in favour of his client under exceptional circumstances; and that the introduction of the evidence of the defendant's attorney as to a private conversation between himself and the plaintiff, was under the circumstances improper, and such testimony would be rejected by the Court.—*Benning et al. & Rielle, Dorion, C. J., Tessier, Baby, Bossé, Doherty, J.J.,* Nov. 22, 1890.

*Married woman—Personal injuries—Right to sue for damages—Accident caused by defect of leased premises.*

*Held* :—Affirming the judgment of TART, J., M. L. R., 5 S. C. 182, 1. A married woman, common as to property, or who is presumed to be so in the absence of proof of her matrimonial domicile or of the law which regulates it, may bring an action in her own name, authorized by her husband, to recover damages for bodily injuries. (*Waldron & White, M. L. R.,* 3 Q. B. 375, followed.)

2. The owner and lessor of a building is responsible for damages caused by a defect in its construction, to a person rightfully on the premises, *e. g.*, the wife of the lessee.

*Semble*, where the plaintiff alleges that she is separated as to property, the defendant if not admitting the allegation, ought to deny it specially by his plea.—*Elliott & Simmons et vir, Cross, Baby, Bossé, Doherty, J.J.,* Nov. 25, 1890.

*Petitory action—Promise of sale—Commencement of proof.*

*Held* :—1. Where there has been a sale, or promise of sale, of an immovable accompanied by possession, at a price to be subsequently determined by the parties, and afterwards fixed by a memorandum of the vendor's manager, the vendor is not entitled to bring a petitory action to recover the property, his recourse being an action to compel the purchaser to take a deed.

2. A promise of sale may be proved by verbal evidence where there is a commencement of proof in writing.

3. In the present case, a memorandum of figures in the handwriting of appellants' manager, with his statements when examined as a witness, constituted a sufficient commencement of proof.—*Montreal Loan & Mortgage Co. & Leclair, Dorion, C. J., Cross, Baby, Bossé, Doherty, J.J.,* June 19, 1890.

*Railway—Expropriation—2 R. S. C., ch. 109, s. 8, s. s. 33, 36, 37—Interest.*

*Held* :—Affirming the judgment of TART, J., M. L. R., 5 S. C. 211, That where a railway company obtains possession of land on making a deposit, and the arbitrators subsequently make an award of a sum of money for the value of the land, and "in full payment and satisfaction of all damages resulting from the taking and using of the said piece of land for the purposes of said railway," the company is liable for interest on the amount of the award only from the date thereof—and not from the date when the company obtained possession of the land. It will be presumed that the arbitrators included in their award compensation for the company's occupation of the land prior to the date of the award.—*Reburn & Ont. & Quebec R. Co., Dorion, C. J., Tessier, Baby, Bossé, Doherty, J.J.,* Nov. 22, 1890.