

## PROMISSORY NOTE—Continued.

cumstances under which it was endorsed. *Northfield v. Lawrence*, 149.

- Given by wife for debt of husband—Absolute nullity—Bank discounting note in good faith—Art. 1301, C. C.] A promissory note made by a married woman, separated as to property, in favor of a creditor of her husband in payment of a debt of her husband, is absolutely null; and no action can be maintained thereon by a bank which has discounted the same in good faith before maturity, in ignorance of the cause of nullity. *Banque Nationale v. Guy*, 144.
- Illegal consideration—Speculative transactions—Gaming contract—Art. 1927, C. C.] No action lies for the recovery of the amount of a promissory note given by the proprietor of what is commonly termed a "bucket-shop," to a customer, in settlement of speculative transactions between them; i.e., speculations on the rise and fall of prices of goods and stocks, without delivery of the things bought and sold. *Dalglish v. Bond*, 400.
- Prescription—Interruption of.] See PRESCRIPTION, 461.
- Prescription.] See PRESCRIPTION, 402.
- Transfer without endorsement—Warrantor—Protest.] (1.) Where it is shown by the evidence that the endorsers of a promissory note became warrantors of the maker, before "the Bills of Exchange Act, 1890", absence of protest did not relieve them from liability. (2.) The holder of a promissory note payable to order has an action against the person who transferred the note to him, and who accidentally omitted to endorse it, to compel him to do so; but in a suit on a note by the holder against the maker, transferor, legal proof of the transfer is sufficient, and a judgment ordering the transferor to endorse the note would be superfluous. *Coutu v. Rafferty*, 146.

PUBLIC DOCUMENT. See REGISTRAR, 174; EVIDENCE, 174.

PUBLIC ROAD. See ROAD, 278.

RAILWAY. See CARRIER, 131.

## RAILWAY ACT OF CANADA.

*Jurisdiction of railway committee—Complaint of express company against railway company—Mandamus.* (1.) The railway committee of the privy council, created by Sec. 8 of the Railway Act, has jurisdiction to inquire into a complaint of an express company against a railway company that the latter has not granted it equal privileges with other express companies. (2.) An adequate remedy being thus provided, a mandamus does not lie in such cases. *Ontario Express & Transportation Co. v. Grand Trunk R. Co.*, 308.