this mean *filled with water?* Literally not, yet logically yes. *Noscitur a sociis.* Tautology here is just avoided by the omission of the words "filled with water," which must be understood. Yet, may not distinctions be made? Suppose the mill was at the side of a canal. It might be argued that the fifty were for the neighbors to get water with from the canal, and that they were in the basement for that convenience. I would hold, however, that even in case of neighborhood to the canal, the buckets should be full always in the basement, for such is the contract, and the contract may have had a double object, full buckets at first on hand, and a quantity ready to refill soon. See vol. 24, Alb. L. J., p. 363, for a case in the Vermont Supreme Court, *Carrigan* v. *Lycoming Fire Ins. Co.* It was held that the printed parts of the policy should be construed so as to confine them to the intention of the parties, as expressed in the written parts of the policy. Benzine was held a drug. Stock, including drugs and medicines, were insured by the written part; the printed part prohibited benzine. The company's agent was proved to have said that benzine was allowed. If so, why did not the insured get the pen drawn through the printed part, or have benzine *allowed expressly?*

Against the above case is 33 Am. Rep., 778.

§ 217. *The rule "contra proferentem."*

The rule *contra proferentem* (approved by *Bacon*) has little influence, or value, says Parsons. (Vol. 2, p. 23.)

Query, *de hoc.* Does it not lie at the bottom of the rule in sales and leases by which the interpretation is to be against the seller as a *proferens etc.?*

In the law of Lower Canada a clause that is not of certain meaning is interpreted against him who got it put into the Act; he ought to have been more clear; he ought not to have written an equivocal phrase. (He, for whose profit, or purpose, a clause is put into an Act, is supposed to have put it in.) Instr. fac. sur les con., p. 72.

But who is the *proferens* in the policy? I think it is the insurance company, who promise to pay, subject only to the conditions written by them.

SUPERIOR COURT—MONTREAL.[1]

Capias—Intent to defraud.

Held:—That when the debtor has judicially abandoned his property for the benefit of his creditors, and after unsuccessfully endeavouring to secure employment and to earn a livelihood in this province, finally accepts a position abroad, intent to defraud is not to be presumed from his intended departure, and the *capias* under which he has been arrested should be quashed.—*Shotton* v. *Lawson*, de Lorimier, J., Oct. 28, 1890.

Substitution—Final alienation of property of—Art. 953, *C.C.*

Held:—That the final alienation of the property of a substitution cannot validly be effected while the substitution lasts, except in the manner indicated in Art. 953, C.C., and that the sale of such property by judicial authorization on the advice of a family council, and with the consent of the curator to the substitution, is null and void.—*Joyce* v. *Hodgson*, Gill, J., Dec. 16, 1889.

Testamentary executors—Replacement of—Art. 923, *C.C.—Action by wife's executors to recover a propre—Sufficiency of allegations—Replacement of propre—Arts.* 1303-1306, *C.C.*

Held:—That where the testator has given his testamentary executors power to appoint substitutes, such power may be exercised even after the testamentary executors have commenced to act.

2. It is not necessary that the replacement should be made judicially, unless the testator has so directed. A notarial declaration naming substitutes is legal and regular.

3. In an action by the wife's executors against the husband, to recover possession of a *propre* belonging to her, it is sufficient to allege that the immovable in question was purchased by the wife, during her marriage with defendant, with her own money and in her own name, with the consent and authority of her husband the defendant. The omission to state specifically that the immovable was a *propre*, being purchased with the pro-

[1] To appear in Montreal Law Reports, 6 S.C.