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Life insurance companies do not contribute much to the incomes of the profession. It is a remarkable fact that the statements of eleven Canadian life insurance companies for 1889, show only two claims resisted, one of $1,000 and one of $2,000. These companies have $126,000,000 of policies in force, and the claims paid during the year amounted to $1,137,961. The statement for 1888 was similar. It is evident, therefore, that there is no business of the same magnitude which is so free from litigious difficulties as life insurance.

Four of the Judges of the Superior Courts in London have been absent from their courts lately owing to indisposition, and the cause is stated to be the foul atmosphere of the Court rooms. In constructing the new law courts the subject of ventilation, though obviously one of the most important to be kept in mind, has apparently been disregarded, and the result is that the Judges, who have no way of escaping the pestilential atmosphere, are continually becoming ill from its effects. Lord Justice Cotton intimated some time ago that some one would have to be committed if the air of his Court was not improved.

In Ford's handbook on oaths, of which a new edition has been issued, the author says :—"A curious incident occurred in the City of London Court during the hearing of a case in which a Parsee gentleman was called as a witness. He objected to be sworn either on the Old or New Testament, and, not being a Mohammedan, he could not be sworn on the Koran. He mentioned, however, that he had a sacred relic about his person as a charm, and he thought by making a declaration, and holding the relic in his hand, and not concealing it, the act would be binding upon his conscience. Mr. Commissioner Kerr said he would be justified in taking the witness's declaration as proposed. He always understood, however, that a Parsee was usually sworn holding the tail of a cow, which was a sacred animal in India."

COURT OF QUEEN'S BENCH — MONTREAL. *

Partnership — Dissolution — Factory built by firm on land of one partner — Sale by licitation—Art. 1562, *C. C.*

Held:—Where two persons carried on the business of manufacturing cheese in partnership, and for the purposes of the business a factory was erected on the land of one of the partners, for which land a rent was paid by the firm, that on the dissolution of the partnership, and after the settlement of its affairs except as to the factory, the factory so erected belonged in common to the partners; and the partner on whose land the factory was erected was entitled under art. 1562, C. C., (if the buildings, in the opinion of experts, were not susceptible of convenient partition), to have them sold by licitation, to the highest bidder, with obligation on the purchaser to remove the same, and the price divided between partners.—*Sangster & Hood*, Tessier, Cross, Church, Bossé, Doherty, JJ., May 20, 1889.

Insolvency—Distribution of estate—Privilege—Deposit with Bank after suspension.

Held:—1. That a creditor is not entitled to rank for the full amount of his claim upon the separate estates of insolvent debtors jointly and severally liable for the amount of the debt; but is obliged to deduct from his claim the amount previously received from the estates of other parties jointly and severally liable therefor.

2. A person who makes a deposit with a bank after its suspension, the deposit consisting of cheques of third parties drawn on and accepted by the bank in question, is not entitled to be paid by privilege the amount of such deposit.—*Ontario Bank & Chaplin*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Jan. 25, 1889.

* To appear in Montreal Law Reports, 5 Q. B.