5. An insolvent copartnership cannot under the Insolvent Act of 1875 and amending Acts, offer two compositions; one to the creditors of the copartnership, and the other to the creditors of the copartners individually or of any of them.—*Gelinas* v. *Drew*, 3 Q. L. R. 361.

6. A creditor for an amount under $500 is without quality to petition against resolutions passed at a meeting of creditors, or against the appointment of an assignee.—In re *Morgan & Sons*, 3 Q. L. R. 376.

Insurance.—1. Where an insurance company, in refusing to pay a loss, did not object particularly to informal notice of loss, *held*, that this was a waiver of their right to a formal or circumstantial notice.—*Garceau* v. *Niagara Mutual Insurance Co.*, 3 Q. L. R. 337.

2. Where by the terms of a policy of insurance, the statements and representations in the application are made part of the contract, and by the policy all such statements and representations are warranted to be true, false representations and fraudulent suppressions in the application may be urged by the insurer as a cause of nullity in the contract, in an action to have the policy cancelled and delivered up.—*N. Y. Life Ins. Co.* v. *Parent*, 3 Q. L. R. 163.

3. Where the misrepresentations in the application are to the knowledge of the assured, such nullity may be invoked by the insurer, without any return of premiums paid.—Ib.

4. An assignment of the policy can convey no greater rights than the assured himself had.—Ib.

Interlocutory Judgment.—The judge who renders the final judgment has power to reverse all interlocutory judgments.—*Archer* v. *Lortie*, 3 Q. L. R. 159.

Jurisdiction.—1. A District Magistrate's Court, in civil matters, has no jurisdiction over a defendant residing beyond the district wherein the Court sits.—*Ex parte Fiset*, 3 Q. L. R. 102.

2. An action *en déclaration d'hypothèque*, for a sum of $36, does not fall within the jurisdiction of the non-appealable branch of the Circuit Court.—*Massé* v. *Coté*, 3 Q. L. R. 322.

Jury.—On a trial for forgery, the panel of petit jurors contained the names of Robert Grant and Robert Crane. The name of Robert Grant was called from the panel, and Robert Grant, as was supposed, went into the box, and was duly sworn as Robert Grant without challenge. The prisoner was convicted. Before the jury left the box, it was discovered that Robert Crane had by mistake answered to the name of Robert Grant, and that Robert Crane was really the person who served on the jury. On a reserved case, *held*, that there had been a mistrial, and the prisoner should be tried again, (Dorion, C. J., and Sanborn, J., dissenting).—*Reg.* v. *Feore*, 3 Q. L. R. 219.

Lessor and Lessee.—1. C. purchased an agricultural implement from G., a dealer in such things, with the understanding that it should be removed without delay. Shortly after, C. went for the implement, but snow having fallen and the article being frozen in, it was allowed to remain until spring, when it was seized for rent due by G. *Held*, that under the circumstances the implement was transiently and accidentally on the premises, and not subject to the landlord's privilege. *McGreevy* v. *Gingras*, 3 Q. L. R. 196.

2. Where, by the lease, the lessee elects domicile at the premises leased, the rent is payable there, and if no demand of payment has been made, prior to suit, at such domicile, the action will be dismissed on defendant showing that he was ready to pay the rent there and bringing the money into Court.—*Hearn* v. *McGolrick*, 3 Q. L. R. 368.

3. Art. 889 C. C. P. is more extensive than 1641 C. C., and in giving the Court in vacation power to dispose of cases arising from the relation of landlord and tenant, it comprises a special action to cause to cease a trouble for which the lessor is responsible.—*Proc. Gen. pro. Reg.* v. *Coté*, 3 Q. L. R. 235.

4. A lessor who permits one of his tenants to change the destination of the premises leased, by carrying on therein a trade which renders uninhabitable the premises leased by the same lessor to neighboring tenants, is considered to have sanctioned this change of destination, and his responsibility is the same as if he had specially authorized it by a lease. If the stipulations of the lease are opposed thereto, the landlord alone can invoke them and sue for the faithful performance of them or the cancellation of the lease.—Ib.

5. Notwithstanding a clause in the lease stipulating that improvements and additions made by the tenant shall remain for the proprietor, a tenant may take away the double