to the further sum of $36, which Ambroise Trudel stipulated with Bouchard that he should pay to plaintiff. The defendant pleaded that over and above the sums by him undertaken to be paid to Rhéaume, there was an encumbrance on the property of $492, duly registered, under a sale from Marc Trudel and Onesime Deblois, 13 October, 1877 ; that he had just reason to fear trouble by an hypothecary action from Trudel and Deblois, and he had a right to delay payment of the sums now demanded until plaintiff or Ambroise Trudel, his vendor, should have removed this fear or given security in the terms of C. C. 1535. He offered the interest due on the price for the time of his enjoyment, namely, $11.87, from 1st January, 1880, until the institution of the action. He concluded that the part of the action demanding a personal condemnation against him be dismissed for the surplus over $11.87, unless plaintiff should cause the fear of trouble to disappear, or give security in terms of the article 1535.

PER CURIAM. I have no difficulty in holding that the stipulation in favor of Rhéaume is a valid one. (See Journal du Palais, A.D. 1877, p. 784 ; *Gadoury* v. *Archambault*, S. S., A. D. 1878 ; in review at Montreal) But there is behind, the plea of the defendant, alleging an incumbrance and fear of trouble, and asking for security under C.C. 1535. The allegations of the plea are supported by the evidence, and the Court therefore grants the conclusions, and orders security to be given as prayed.

Laflamme & Co. for plaintiff.

J. E. Robidoux for defendant.

RECENT ENGLISH DECISIONS.

Will—Conditions in restraint of marriage to particular class not invalid.—A testatrix devised real estate in strict settlement to her brother for life, with remainder to his issue in tail, with remainders over in default of failure of her brother's issue. The will contained a proviso that if the brother married a domestic servant the limitations in favor of himself and his issue were to be absolutely null and void, and in lieu thereof the testatrix devised her real estate to the use of such persons, and with such limitations as the same were devised in default or failure of issue of her said brother. The brother married a domestic servant. *Held*, that the condition not being in general restraint of marriage, but only in restraint of marriage with one of a specified class, was good. *Perrin* v. *Lyon*. 9 East, 170, followed.—*Jenner* v. *Turner*, 43 L. T. Rep. (N.S.) 468.

Slander—Words not slanderous in primary sense must be shown slanderous innuendo.—In an action of slander where the plaintiff, in his statement of claim, annexes a meaning to the words complained of, and fails to sustain such meaning, he cannot discard that and adopt another. Where words which are not slanderous in their primary sense are taken in a secondary sense distinct from their primary sense, there must be evidence of facts which would reasonably make them defamatory in their secondary sense. In this case the plaintiff alleged in his statement of claim that the defendant falsely and maliciously spoke and published of the plaintiff the words, "His shop is in the market," meaning thereby that the plaintiff was going away and was guilty of fraudulent conduct in his business, inasmuch as he had received subscriptions from members of a certain club, well knowing that they would be unable to obtain any benefit therefrom. There was no evidence to support the innuendo. *Held*, that the words, not being in themselves defamatory, and there being no evidence to wholly support the innuendo, the defendant was entitled to judgment.—*Capital and Counties Bank* v. *Henty*, L.R., 5 C.P.D. 94.

GENERAL NOTES.

OATHS AND GLOVES.—During the hearing of a case in the Edmonton County Court recently, Mr. Houghton, barrister, directed a lady to take off her glove before she was sworn as a witness. The judge, Dr. Abby, said he thought that was a matter which rested entirely with him. He did not attach so much importance to oaths being taken with ungloved hands as many individuals seemed to do, and his opinion was shared by an eminent judge of the Superior Courts, whose name it is not necessary to mention. It was not the ungloved hand, but the manner in which the oath was taken, that made it binding. Some oaths were taken without a book at all ; for instance, the Chinese form of oath.

Some people imagined that the glove should be removed because there should be nothing between the sacred book and the hand of the person who held it; but the solemnity with which the oath was taken was the only point in the oath itself. If greater force were given to the oath by merely holding the holy volume in an ungloved hand—he meant if the absence of the glove caused the book itself to be regarded with increased reverence—he would ask how could the use of the gloves be justified in church, where many of the congregation could always be seen reading their Bibles when their hands were gloved? Reverence in taking the oath was the only thing which was necessary. He had seen people to whom the oath was administered so hold the book that the kiss fell upon the thumb ; but woe betide those who thought to escape the consequences of giving false testimony by such subterfuge !—*Ir. L. Times.*