

injured by the negligence of one of such connecting lines, cannot maintain an action therefor against the seller. In *State v. Littlefield* it was held that a former conviction of assault and battery is no bar to an indictment for manslaughter, where the injuries resulted in death after the former conviction.

Under the subject of evidence may be mentioned the case of *Reese v. Reese*, in which it was decided that an expert, who has no knowledge of a handwriting in dispute, except from having seen the alleged penman write several times, and that only for the purpose of testifying, is incompetent to give an opinion thereof; and *Alleman v. Stepp*, in which the Court decided that evidence is competent to show that the mind and memory of a witness have become impaired by disease and are in a feeble condition. In another case, *Estate of Toomes*, it was decided that a Roman Catholic priest, regularly educated and officiating as such, and required by the duties of his office to pass his judgment upon the mental condition of invalids and dying persons, to the end that he may administer the sacraments only to those whose minds are in a proper state to reason or act of their own volition, is an expert as to the sanity of a person whom he so attends.

Under the head of contract, it was held in *McMillan v. Malloy*, that on a contract to thresh an entire crop of wheat at a given price per acre, the employee, failing fully to perform, may recover at the contract price for what he has done, less the damages sustained by the employer by the breach of contract. And in *Hanks v. Naglee* it was adjudged that a promise of marriage in consideration that the promisee should before marriage have sexual connection with the promisor, is void. A striking case of fraud is to be found in *Hall v. Carmichael*, in which the Court was asked to pronounce upon a secret conveyance by a woman of her property to an insolvent for an inadequate consideration, pending negotiations for her marriage and three days before marriage, which was held fraudulent as to the husband. We conclude with two insurance cases. In *Williams v. Hartford Insurance Co.*, held, in case of insurance against fire upon a building, if the building loses its identity and specific character by fire, although a large part of the walls and some of the iron attached thereto are left standing, it

is a "total destruction" within the meaning of the policy. In *Knecht v. Mutual Life Ins. Co.*, the Court seems to have interpreted the contract with considerable liberality to the insured. In an application for a life insurance policy the applicant declared "that he does not now nor will he practice any pernicious habit that obviously tends to the shortening of life." The policy contained a condition "that if any of the statements or declarations made in the application shall be found in any respect untrue, the policy shall be void." At the time of the application, applicant's habits were correct and temperate; afterwards he took to excessive drinking, whereof he died. Held, that the policy was not avoided.

#### OBITUARY.

Within a few days two members of the Quebec judiciary have departed this life. Mr. L. A. Olivier, Judge of the Superior Court for the District of Joliette, died Sept. 19th. On Saturday, Sept. 29th, Judge Bossé, a retired judge of the Superior Court, District of Quebec, also died.

M. Olivier was born about 1817, called to the bar, 1839; created a Q. C. in 1864. He sat for De Lanaudière Division in the Legislative Council of Canada from 1863 to the Union, when he was called to the Senate by Royal proclamation. On the 6th September, 1873, he was appointed to the bench.

M. Bossé was born at Cap St. Ignace, P.Q., 25th December, 1806. He was educated in Quebec; studied with the late A. R. Hamel of Quebec, and was called to the bar in 1833. In 1867 he was made Q. C. He represented the De La Durantaye Division in the Legislative Council of Canada from 1862 until the Union, when he was called to the Senate by Royal proclamation. On the 18th January, 1868, he was appointed a Judge of the Superior Court. He retired towards the close of last year, when he was succeeded by Mr. Angers (3 L. N. 378).

#### NOTES OF CASES.

##### SUPERIOR COURT.

MONTREAL, Sept. 27, 1881.

Before MACKAY, J.

ROBERTSON v. LA BANQUE D'HOCHELAGA.

Shares—Cancellation—Putting en demeure.