

other of any of the offences nullifying marriage, can make a declaration that they are no longer able to live together. This formal declaration must be supported by the acquiescence of three of the nearest relatives of both husband and wife, and repeated four times in the course of a year. The possessions of the household are valued, and one-half is settled upon the children of the marriage, to become theirs on attaining their majority. One of the parents must contract to undertake entire responsibility for bringing up the children. After all this is done the court will be empowered to pronounce a decree of divorce, but the divorced persons will not be allowed to marry again before the lapse of three years. In the case of divorce for adultery, cruelty, crime, or absence, no restriction is placed upon the remarriage of divorced persons, with the exception, that if a husband and wife after being divorced remarry each other, the State will not undo their contract a second time, unless one or other of this twice married couple is condemned to an infamous punishment. Three years after a judicial separation has been granted, either party can, on application, have it converted into a decree of divorce. It can also be so converted at the option of the court on the application of the injured party within a period of three months. Marriage with a co-respondent is permitted after divorce, it being naively observed by M. Naquet that such permission would inculcate the moral obligation of marriage and tend to limit adultery. The penalty affixed by the Civil Code to a wife's infidelity in case of judicial separation is abolished. A proposal that a settlement should be made in all cases upon the children of a marriage dissolved for specific cause was defeated.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

QUEBEC, May 7, 1884.

DORION, C. J., MONK, RAMSAY, CROSS and BABY, JJ.

CHINIC et al., (pliffs. below), Appellants, and GARNEAU (def. below), Respondent.

Agent—Trustees carrying on business of insolvents—Liability of creditors for losses incurred by trustees.

The plaintiffs were trustees under a deed of assignment from insolvents, with authority to carry on the business until it should be wound up, which was to be completed within two or three years. The business was not wound up in that time, but was carried on by the plaintiffs on an extensive scale with funds raised on their own credit, and large losses were incurred. Held, by the majority of the Court, in an action by the plaintiffs against creditors who had signed the trust deed, to oblige them to repay the amount of such losses, that the plaintiffs were not, under the circumstances, agents of the creditors, so as to make the latter liable for the result of their operations.

The judgment appealed from was rendered by the Superior Court (Meredith, C.J.), June 15, 1882. The following were the *considerants* :—

"The Court, etc.

"Seeing that the trust deed, bearing date the 16th of November, 1870, mentioned in the pleadings in this cause filed, was entered into by Nazaire Têtu & Co. (insolvent debtors) of the first part, by Cirice Têtu, (one of the members of the said firm), of the second part, and the plaintiffs, as trustees, of the third part, and that the creditors of the said Nazaire Têtu & Co., spoken of in the said deed, are not mentioned in the said deed as parties thereto ;

"Seeing that by the said trust deed, it was agreed by the parties thereto, namely, by the assignees, Nazaire Têtu & Co. and Cirice Têtu, one of the members of the said firm, parties thereto of the first and second part, and the said assignees, namely, the present plaintiffs, parties thereto of the third part, that all the creditors of the said Nazaire Têtu & Co., named in a certain schedule mentioned in the said trust deed, 'do ratify and confirm this assignment, and do, in consideration of such assignment, remise, release, and forever quit claim unto the said firm of Nazaire Têtu & Co., and all the parties thereof, of all claims and demands';

"Seeing that in order to give effect to the said covenant, between the said insolvent debtors and the plaintiffs, the said creditors did afterwards put their signatures to the said trust deed, and by doing so they de-