decision because we think there has been a tendency to stretch the doctrine laid down in *Montrait & Williams* beyond what can fairly be inferred from the opinions of the judges who sat in the case. There was evidence in that case sufficient to satisfy the Court that the settlement had been contrived, at the instance of the defendant (who was plaintiff's husband), so as to defraud the plaintiff's attorneys of their costs in a suit which was well founded, and which the defendant was anxious to settle by the payment of a considerable allowance. In *Carrier* v. *Côté* no fraud was alleged or pretended, and the action had not even been returned, so that there was really no case before the Court at the time of the settlement, and the proceedings taken by the attorney subsequently in the name of the plaintiff were wholly unauthorized, and might perhaps have been disavowed by the client. It is evident that this case also differs essentially from *Laplante* v. *Laplante*, 3 L.N. 330, in which the plaintiff's demand had been substantially proved before the settlement.

SUPREME COURT DECISIONS.

As nearly as we can discover, the appeals to the Supreme Court from the Court of Queen's Bench in the Province of Quebec, prosecuted to judgment, stand thus:

Montreal.....25
Quebec..... 8

Of the former 10 appear to have been reversed, and of the latter 4.

The reversals from Montreal are:

Johnston & St. Andrew's Church, reported 1 S. C. R., p. 235. There is also a special report of the whole case by McGibbon.

Caverhill & Robillard, reported 2 S. C. R., p. 575.

Regina & Scott, reported 2 S. C. R., p. 349.

L'Union St. Joseph & Lapierre, reported 4 S. C. R., p. 164.

Bulmer & Dufresne, not reported.

Reeves & Geriken, not reported.

Ames & Fuller, not reported.

Chevalier & Cuvillier, not reported.

Shaw & McKenzie, not reported.

Regina & Abrahams, not reported

The last three cases are very recent decisions, which explains their not being reported.

The reversals from Quebec are:

Bell & Rickaby, 2 S. C. R., p. 560.

Connolly & Provincial Insurance Co., not reported.

Reed & Levis, not reported.

Desilets & Gingras, not reported.

The last two cases are also recent decisions. We have thus nine cases, new and old, which have been reversed in the Supreme Court, out of 14, and we know really nothing certain as to the grounds on which they were decided. The short notices which appear in the newspapers, and elsewhere, are rather perplexing than otherwise. An evidence of this may be found in the notes supplied by the reporter to the Supreme Court in the 12th number of the Legal News for this year (pp. 89–96.) Notes of four cases are given, and it is to be hoped they are all defective. The first is the case of *Shaw & Mackenzie*. It is said that the ruling of the Court was "that the affidavit was defective; the fact of a debtor, about to depart for England, refusing to make a settlement of an over-due debt, is not sufficient reasonable and probable cause for believing that the debtor is leaving *with intent to defraud his creditors*." In the first place there was no question as to the sufficiency or insufficiency of the affidavit. In the second place, no one pretended, that refusal to pay an over-due debt, accompanied by departure, was sufficient reasonable and probable cause. What the Court of Queen's Bench held was, that misrepresentation and false excuses, and precarious credit, accompanied by departure, amounted to probable cause. The second is *Abrahams & The Queen*, where it is said it was held "that under the 32 & 33 Vic. c. 29, s. 28, the attorney general has no authority to delegate to the judgment and discretion of another the power which the Legislature has authorised him personally to exercise, that no power of substitution had been conferred, and therefore the indictment was improperly laid before the Grand Jury." This was not the point submitted. Incidentally it was alluded to; but the real question was whether the signatures of the prosecuting counsel were sufficient attestation of the attorney general's direction.

The third case is that of *Gingras & Desilets* where it is said it was held, "that inasmuch as the damages awarded were not of such an excessive character as to show that the Judge