have a fixed rule than to suffer uncertainty to continue, and is it not therefore a fair case for the legislature to declare the law, and to remove the ambiguity and difficulty which judicial interpreters have found in the articles of the code?

In *Central Vermont Ry. Co. & La Compagnie d'Assusurance Mutuelle, etc.*, the Court of Queen's Bench, Montreal, June 23, 1893, in reversing the judgment of the court below, laid down a rule of considerable importance with reference to actions *en garantie.* It was held that to give rise to an action *en garantie simple,* not only must there be connexity between it and the principal action, but the two actions must be identical in their nature and based upon similar legal principles. So, where, as in the case before the court, an insurance company is sued upon a policy of fire insurance for the amount of a loss, an action *en garantie* will not lie against a railway company through whose alleged fault and negligence the fire occurred, the liability on which the action is based in the two cases being entirely dissimilar in nature and principle. The action against the insurance company is based upon the contract of insurance, while the action against the railway company is not based upon any contract, but upon the liability established by Art. 1053 of the Civil Code.

During the October term of the Court of Queen's Bench sitting in appeal at Quebec, twenty appeals were heard. On the 27th of the month the Court met to render judgments. Seventeen of the cases which had been heard a few days before were then disposed of, and only three remained *en délibéré.*

THE LATE SIR J. J. C. ABBOTT.

The late Sir John Abbott like another successful and prominent member of the Montreal bar—the late Sir John Rose—was a native of this province—the first who has attained the position of