swore that he took indecent liberties with Arpine again and again, and that she repeatedly did the same thing with him. All this reveals a deplorable state of morals in these families, but the defendant should not escape, and the Court are strongly of opinion that his condemnation will tend to the doing of justice.

Judgment reversed, and the defendant condemned to pay $100 damages, and $4 per month alimentary allowance, until the child attains the age of 14.

J. B. Brousseau, for plaintiff.
A. Germain, for defendant.

COURT OF REVIEW.

MONTREAL, April 30, 1883.

Before TORRANCE, DOHERTY, RAINVILLE, JJ.

BRICE v. THE MORTON DAIRY FARMING AND COLONIZATION CO.

Promissory Note of Corporation — Evidence — Authority of President to sign.

This was a judgment against the company for $8,175.71. The defendant pleaded that Thomas H. Hodgson, who signed, as President, the note upon which the defendant was condemned, was not authorized. The defendant was condemned to pay.

Before the Court of Review two objections were made by the defendant. 1st, that the notice of trial was not regular. 2nd, that the authority of the President to sign the note for the defendant was not proved.

TORRANCE, J. We find that the plaintiff inscribed for trial, and filed his inscription on the 3rd March for trial on the 20th March. He subsequently, on the 9th March, gave notice to the defendant's attorneys for the 20th March. All this was perfectly regular, and the Court so held on a motion made by the defendant to strike the inscription.

Next, as to the authority of the president to sign the note. The counsel for defendant, Mr. Geoffrion, referred us to the Canada Joint Stock Companies Act, 1877, section 66. This section, after saying that any note made by an officer of a company in general accordance with his powers as such under the by-laws of the company, shall be binding on the company, enacts further, "in no case shall it be necessary to prove that the same was made in pursuance of any by-law," &c. The burden of proof is on the defendant to disprove the authority of the president, which he has failed to do.

Judgment confirmed.

Ritchie, for plaintiff.
Geoffrion & Co., for defendant.

SUPERIOR COURT.

MONTREAL, May 1, 1883.

Before LORANGER, J.

In the matter of MULHOLLAND & BAKER, Insolvents, and JOHN FAIR, Assignee, and THE MERCHANTS BANK OF CANADA, Claimants, and THE CONSOLIDATED BANK OF CANADA, contestants.

Insolvent Estate—Interest on Claims.

Held, where there is a surplus in the private estate of one member of an insolvent firm after paying his creditors the amount of their claims as filed, but a deficiency in the firm estate to pay firm creditors, the latter have no claim upon such surplus until the private creditors, who have interest-bearing claims, have been paid interest upon the amount of their claims, from the date of filing the same till payment.

In a dividend sheet prepared and published in this matter, the Merchants Bank, claimants upon the estate of Henry Mulholland, one of the members of the firm of Mulholland & Baker, having an interest-bearing claim, were collocated for the sum of $409.91, for interest upon the full amount of their claim as filed, from the date of filing the same up to the date fixed for payment thereof.

This collocation was contested by the Consolidated Bank, claimants upon the estate of the firm, upon the grounds that on their claim of $250,000, they had only been collocated for $17,839.14; that the Merchants Bank as creditors upon the individual estate of Henry Mulholland, had been paid in full, the amount of their claim as filed; that the $400.91 was solely for interest, and the collocation thereof was illegal and operated an injustice to the firm creditors, who were entitled to have such sum, and all sums purporting to be a surplus of the proceeds of such individual estate, brought into the firm estate for the benefit of firm creditors.

The Merchants Bank answered the contestation by alleging: (1) That the Consolidated Bank had no *locus standi*, having no longer a cor-