accord to us, and no more. "If they want more," says Mr. Dawson, "they have the remedy in their own hands. The moment an International Treaty is made they will come under our Statute by its very terms. They cannot hoodwink the Canadians as they do the English people, and I am sure they will never get from the Canadian Parliament anything but reciprocal rights." Mr. Dawson agrees with Macaulay, that the author, while deserving of his reward, is not entitled to perpetuity of privilege. He shows how the greatest judges and lawyers in England differed on the question whether at common law, an author had any right of literary property. The Courts and the legislature have settled the question in favor of the author, but limitations have been deemed necessary for the public good.

Mr. Dawson, though a layman, has a habit which would probably have made him a successful lawyer—that of going *au fond* of the subject he is examining, and the style of his lecture is so attractive that if law-books generally were equally interesting, students at law would less frequently pass a *mauvais quart d'heure* in the course of their professional preparation.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, September 27, 1882.

DORION, C.J., MONK, RAMSAY, TESSIER & CROSS, JJ.

ST. MARIE (deft. below), Appellant, and STONE, (plff. below), Respondent.

Promissory Note—Time from which prescription runs.

The prescription of a promissory note does not commence to run until after the expiration of the last day of grace.

The action was on two promissory notes payable on the 28th of May, 1875. The writ was served on the 29th of May, 1880.

The defendant pleaded prescription, and the only question was whether prescription commences to run from the time when the note is payable, or from the time when it is exigible, *i.e.*, after the expiration of three days of grace.

Mackay, J., in the Court below, held the plea of prescription to be unfounded, citing Pothier's Oblig. No. 679: "Le temps de la prescription ne peut commencer à courir que du jour que le créancier a pu intenter sa demande; car on ne peut dire, qu'il a tardé à l'intenter, tant qu'il ne pouvait pas l'intenter."

This judgment was unanimously confirmed in Appeal, the Court not considering it necessary to call upon counsel for the Respondent.

Judgment confirmed.

Robidoux & Fortin for Appellant.

Carter & Carter for Respondent.

W. H. Kerr, Q.C., Counsel.

SUPERIOR COURT.

[In Chambers.]

MONTREAL, Sept. 28, 1882.

Before JETTÉ, J.

DICKSON, Petr. v. BRAULT.

DICKSON, Petr. v. LECLERC.

Mandamus to notary to complete deed signed by contracting parties.

Where a number of deeds are connected with the same agreement, and one of the parties has not fulfilled the engagements undertaken by him, a mandamus will not be granted to compel the notary to complete by his signature a portion of the deeds, although the said deeds have been signed by both parties.

Dickson presented a petition in chambers, for a writ of mandamus, to compel the notaries Brault and Leclerc to sign certain deeds which they had prepared at the request of Messrs. Dickson and Louis Gauthier, and which had been signed by the parties. The notaries objected to the mandamus issuing, on the ground that one of the parties had forbidden them to complete the deeds by their signature, because Dickson had not fulfilled his engagements and paid certain sums of money which he was to have paid before the completion of the deeds.

The judgment is as follows:

"Après avoir entendu le défendeur et le Requérant sur la demande faite par ce dernier d'un *mandamus* intimant au défendeur, notaire exerçant ses fonctions en la cité de Montréal, d'avoir à compléter par sa signature divers actes préparés par le dit notaire, défendeur, et signés par le requérant, et diverses autres parties à iceux: pris communication de l'affidavit du Requérant au soutien de sa dite requête et de celui du défendeur à l'encontre;

"Considérant qu'il est établi par ce dernier affidavit que le refus du défendeur de signer repose sur le fait que ces divers actes ne for-