is not a defence to an action by the company against a shareholder for calls on shares subscribed for by him.

2. An allotment of stock is not necessary before instituting an action for calls against a shareholder who has subscribed for a specific number of shares.

3. The enactment of a by-law to regulate the mode in which the calls shall be made is not imperative. Where no by-law exists, the calls may be made as prescribed by the directors.—*The Rascony Woollen & Cotton Manufacturing Co.* v. *Desmarais*, In Review, Gill, Buchanan, Loranger, JJ., April 30, 1886.

Tutor—Sale of immoveables of minor—Formalities of sale—Nullity.

HELD:—That the sale by a tutor of the immoveables of the minor without the observance of the formalities prescribed by law is null; and even where the tutor is authorized to sell such immoveables by the will of his deceased wife, from whose succession the property devolved to the minors, he is bound, after his appointment as tutor, to observe the formalities prescribed by law.

2. The nullity can be invoked by the tutor himself, in answer to an action *en garantie*, alleging that the tutor has sold property as belonging to minors to which they had no legal right.—*Pichette* v. *O'Hagan*, In Review, Plamondon, Bourgeois, Loranger, JJ., Nov. 30, 1885.

Disabilities of corporations—Acquisition of immoveable property—C. C. 364, 366.

HELD:—That the provisions of C. C. 364, 366 are general and apply to all corporations without distinction; and therefore a building society incorporated by the Dominion Parliament to carry on operations throughout the Dominion is subject to the disabilities imposed by C. C. 366, and cannot acquire immoveable property in the Province of Quebec without the permission of the Crown.—*Cooper et al.* v. *McIndoe*, Loranger, J., Dec. 31, 1885.

Prescription—Interruption of—Mention of debt in inventory of debtor's succession.

HELD:—That the mention of a debt by a debtor, in the inventory of the succession of his *auteur*, is an acknowledgment of the debt which has the effect of interrupting prescription.—*Christin* v. *Archambault*, In Review, Doherty, Papineau, Loranger, JJ., Jan. 30, 1886.

Sale—Delivery—Completion of contract—Damages.

The defendant agreed to purchase, at 10½ cents per lb., a quantity of cheese then in warehouse in Montreal, with right to reject spoiled cheese. The cheese had to be weighed, in order to ascertain the sum total of the price. He sent men to examine the cheese, and they set apart 1,643 boxes as acceptable, and rejected 33. At his request, the cheese, which was to have been removed on Friday, 16th April, was allowed to remain in the same store a few days longer. On the following day, it was damaged to a small extent by a great flood which inundated the warehouse. The defendant then refused to carry out the purchase, and the cheese was resold at a loss, and the present action was brought by the seller to recover the difference.

HELD:—That the sale was complete on the examination of the boxes, and the cheese was then at the risk of the buyer who must bear the loss.—*Ross* v. *Hannan*, Torrance, J., Dec. 14, 1886.

Attorney—Distraction of Costs—Saisie-arrêt for costs after debt is discharged.

HELD:—Where the plaintiff had obtained judgment for the amount of his claim with costs *distraits* in favor of his attorneys, and had given the defendant a discharge for the debt, that he still retained sufficient interest in the suit to entitle him to take proceedings in execution of the judgment of distraction in favor of his attorneys (more especially when the attorneys signed the *fiat* for the writ), and a *saisie-arrêt après jugement* for the costs, issued in the plaintiff's name, was maintained.—*Morin et al.* v. *Langlois et al.*, In Review, Johnson, Papineau, Jetté, JJ., Nov. 30, 1886.
