

2. Que la preuve du paiement faite par les deux défendeurs comme témoins l'un pour l'autre, est insuffisante si elle n'est corroborée par une preuve étrangère.—*Hamilton v. Perry*, C. S., Montréal, Pagnuelo, J., 2 février 1893.

Capias—Personal indebtedness.

Held: Where the action is by a partner praying for the dissolution of the partnership and for the rendering of an account, the personal indebtedness in a sum amounting to or exceeding \$40, which must be alleged in the affidavit for *capias*, cannot be considered to exist until such account has been rendered and accepted or settled.—*Phillips v. Kerr*, S. C., Montreal, Wurtele, J., April 2, 1892.

Necessary deposit—Keeper of boarding-house—Negligence.

Held: The keeper of a boarding-house who neglects to provide a lodger with a key to lock the room assigned to him is responsible for the value of effects stolen therefrom.—*Falconer v. Pater-son*, S. C., Montreal, Tait, J., April 29, 1892.

Contract—Sale—Non-performance—Damages.

Held: 1. Where a person has obtained a promise of sale of real estate, and, relying on that promise, has resold the property, he is entitled to recover from the vendor, by way of damages, the profit he would have derived from the resale, if the vendor refuses without valid grounds to execute a deed of sale to him.

2. Where the purchaser of real estate was to make a cash payment by accepted cheque, the fact that he did not at first appear at the office of the notary with the cheque accepted, but got it accepted by the bank the same day, was not a valid ground for the seller's refusal to complete the sale.—*Newman v. Kennedy*, S. C., Montreal, Gill, J., January 18, 1892.

Droit ecclésiastique—Curé—Avis d'action—Refus des sacrements—Supplément à la dime—Juridiction—Enregistrement des baptêmes—Art. 22, C. P. C.

Jugé: Que le curé, poursuivi pour avoir refusé de baptiser l'enfant du demandeur, n'a pas droit à un avis d'action aux termes de l'article 22 du C. P. C.