

was an afterthought in order to avoid the crushing of the registrations above mentioned. The judge accordingly rendered his judgment, admitting that the picture had been pledged, but holding that it was pledged . . . . . by the plaintiff for her own debt and not for that of her daughter and that she was responsible for the total amount of \$1,120 which had been advanced, and could not demand the pledge without payment of that sum, which she did not offer, and the judge accordingly dismissed her action.

Plainly, as the result of the proceedings, the judge came to the opinion that the evidence offered on behalf of the plaintiff was not worthy of credit. I think the judge has very fair grounds for coming to that conclusion and I certainly shall not be disposed to disturb his judgment. I am to confirm.

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**Dame BROWN et vir v. Dame WINTERBOTTOM and another, and THE MERCHANTS BANK OF CANADA, mis en cause.**

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**Procedure—Open commission—Examination of witness—Review—C. P., arts. 356, 385, 385a.**

1. By law an open commission cannot be granted without the consent of the parties. And if one is issued without it and final judgment is rendered, the judgment and the proceedings under the open commission will be set aside, and the record sent back to the Superior Court.

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Fortin, Guerin, and Archer, J.J.—Court of Review.—No. 1114.—Montreal, March 30, 1916.—Davidson and Ritchie, attorneys for plaintiffs.—Weinfield and Ledieu, attorneys for defendants.—Cousineau and Lacasse, attorneys for *mis en cause*.