presided over the meetings of her Cabinet Council. When George I. arrived, he did not attend, because he did not understand English. From this accident arose the convenient practice of the sovereign leaving his Cabinet to consult, unembarrassed by his presence; but still the Cabinet Council is the Council of the Cabinet of the sovereign, in which the influence of the sovereign not only may, but is required by the Constitution to be felt. In 'Kin Beyond Sea,' published in 1878, Mr. Gladstone well expressed the relation of the sovereign to the Cabinet:—

> In the face of the country, the sovereign and the ministers are an absolute unity. The one may concede to the other, but the limit of concession by the sovereign is at the point when he becomes willing to try the experiment of changing his government; and the limit of concession by the ministers is at the point when they become unwilling to bear what in all circumstances they must bear, while ministers, the undivided responsibility of all that is done in the Crown's name. But it is not with the sovereign only that the ministry must be welded into identity.

And so on, in another passage, reproduced in 'Gleanings of Past Years,' Mr. Gladstone says:—

> There is not a doubt that the aggregate of direct influence normally exercised by the sovereign upon the counsels and proceedings of her ministers is considerable in amount, tends to permanence and solidity in action, and confers much benefit on the country, without in the smallest degree relieving the advisers of the Crown from their undivided responsibility. It is a moral, not a coercive, influence. It operates through the will and reason of the ministry, not over or against them. It would be an evil and a perilous day for the monarchy were any prospective possessor of the crown to assume, or claim for himself, final or preponderating, or even independent power, in any one department of the State.

If the Cabinet Council do not feel the influence which it is the Queen's duty to exert, they must possess singular powers of resistance to the weight of the opinions of the one person in England who has been in office continuously for fifty years, and who has had more experience in politics than any of her advisers."

SUPERIOR COURT.

QUEBEC, May 21, 1886.

Before CASAULT, J.

GILBERT v. MINGUY.

Bailleur de fonds—Re-registration—C. C. 1092.

When, in a deed of sale of an immoveable, the price has been made payable by instalments, with a bailleur de fonds hypothec, enregistered before the promulgation of the cadastre, there being no obligation, imposed by the deed of sale on the purchaser, to renew the bailleur de fonds hypothec after the cadastre should be promulgated:

HELD:—1. *That the act of the purchaser, in creating a hypothec on the immoveable, which hypothec had been enregistered before the promulgation of the cadastre and had been renewed after such promulgation, and the purchaser's omission to renew the bailleur de fonds hypothec,—had not diminished the security of the bailleur de fonds creditor, and had not rendered immediately payable, under art.* 1092 *of the C. C., the instalments then not payable of the purchase-money;*

2. *That, in the absence of an express covenant, in a deed of sale of an immoveable with bailleur de fonds hypothec, to the effect that the purchaser shall renew the bailleur de fonds hypothec, he is not obliged to do so;*

3. *That an oral promise to so renew the hypothec, made after the execution of the deed of sale, would only give rise to an action of damages, if damages there should be, and caused by such failure to renew.*

The judgment is as follows:

"Considérant que, pour que le défendeur ne puisse pas réclamer le bénéfice du *terme*, il faut non seulement qu'il n'ait pas procuré, au créancier, des suretés qu'il aurait promises, mais qu'il ait diminué, par son fait, les suretés qu'il lui aurait données par son contrat;

"Considérant que le défendeur, en donnant à la Banque Nationale, pour la dette qu'il lui devait, une hypothèque sur la propriété qu'il avait acquise du demandeur, n'a pas diminué les suretés qu'il avait données, au dit demandeur, par son contrat d'acquisition, et que, si ces suretés sont diminuées, ce n'est que parce que le dit demandeur *n'a pas enregistré sa créance*, tandis que la Banque Nationale *a enregistré* la sienne;

"Considérant que si le défendeur s'était obligé de faire enregistrer la créance du demandeur, les faits allégués et prouvés ne lui donneraient qu'un recours en dommages, si le cas y échet;