judges required to put their judgments into writing in all cases; and that in very many cases written judgments are not called for.

In conclusion, let us point out what appear to us to be two great and crying evils in the present system. The first and foremost is the indiscriminate publication, now permitted, of each and every case that is decided. The other evil is the undue haste with which some, and the undue delay with which others of the Reports record the decisions of the Courts.

LAW JOURNAL REPORTS.

COURT OF REVIEW—JUDGMENTS.

MONTREAL, May 31, 1865.

PRESENT: Badgley, Berthelot, and Monk, J.

CHAMPAGNE *vs.* LAVALLE, AND TRIGG, *et al*, CONTESTING.—BADGLEY, J.—This was an appeal from a judgment of the Superior Court which maintained the opposition of Trigg, a hypothecary creditor. The real estate of plaintiff's husband being sold after a *separation de biens* had been obtained by her, she was collocated, for the amount established in her favour in the report of the *praticien*, on the proceeds in preference to Trigg, a hypothecary creditor, who contested her claim. The contestation was maintained by the Court. The Court of Review were of opinion that this judgment must be confirmed, as there was nothing to entitle the plaintiff's claim to priority before that of Trigg.

AMIOT *et vir*, *vs.* MARTINEAU.—BADGLEY, J.—The plaintiffs in this case sued on a contract made at Verchères, the action being brought to recover $112, the balance of moneys which they had advanced to the defendant to purchase grain. The latter wished to fyle a declinatory exception, alleging that the summons was wrongly issued here, because the contract was made in the district of Richelieu. But this exception, owing to irregularities, was not in the record at all. This ground was also irregularly taken in the plea to the merits, and of course could not stand there; but in fact the objection could not hold, because the whole cause of action was in this district, the contract was made at Verchères, and the unemployed money sought to be recovered back was handed to the defendant there by the plaintiff. There was another objection, that the judgment was null because there were no *motifs*. But the judgment was sufficiently *motivé* because it adopted a full and circumstantial report of M. Labadie, to whom the matters in contest between the parties and the establishment of the balance between them had been referred. The judgment must be confirmed.

MONK, J. said he had a good deal of difficulty in concurring in the judgment. First, as to the form, it was true that there was no declinatory exception produced regularly, but in the *défense en droit*, the issue was clearly raised—that the contract did not arise in the district of Montreal, but in the district of Richelieu. The plaintiff instead of moving to dismiss this plea as irregular, joined issue and alleged that the contract did arise in the district of Montreal. When one party tendered an issue, and the other joined issue, it became a question whether the Court would not recognize it. Again, on looking into the evidence, his honor found that the main portion of the evidence turned upon that question—whether the contract arose in the district of Montreal or in the district of Richelieu. It was after great hesitation that his honor felt justified in saying that no declinatory exception had been produced. It would be the duty of the Court, if it found that the cause of action arose in the district of Richelieu, to say that it had no jurisdiction. The Court was, therefore, brought directly to the question of the contract. His honor, after reviewing the details of the contract, came to the conclusion that defendant was rightly sued in this district.—Judgment confirmed.

DUGUAY *vs.* SENECAL.—BADGLEY, J.—The defendant, Senecal, made his promissory note in favor of Jubert. The note was not paid at maturity, and Jubert did not protest it, but some time after the note became due, he purchased from Duguay, the plaintiff, certain effects, and endorsed this overdue note to plaintiff in part payment. The note not being paid, the plaintiff sued the defendant (the maker,) for the amount. The plea was, freedom from liability owing to want of protest. Now there was nothing to prevent the payee of a note from transferring it after it became due. The only difference was that the maker would have a right to plead against the endorsee all the equities that might have arisen in the meantime between himself and and the payee. The judgment of the Court below, which was in favour of plaintiff, must be confirmed.

HALL *vs.* BRIGHAM.—BADGLEY, J. said the record in this case had become considerably complicated, but the Court was disposed to confirm the judgment as far as it went now. It was merely for the purpose of enabling an *ex pertise* to take place.

MONK, J. said the objection to this judgment was that in a case of ejectment there was no such thing as an *expertise* to determine the rights of the parties. This was laying down a general principle which was scarcely sound. Every rule of law had its exceptions, and the one above cited in no wise bound the Court. It would manifestly interfere sometimes with proceedings before the Court. The Court did not feel disposed to disturb the judgment, though a careful analysis of it would be curious and might be edifying.—Judgment confirmed.

FLETCHER *vs.* PERILLARD.—BADGLEY, J.—

* Many of the reports inserted here are intended principally for present perusal, and not for future reference, being merely notes of the judgments taken in Court condensed into the smallest possible space. The reports, we may add, have all been submitted to the Judges for correction.