

même en l'absence de telle preuve la présomption légale repousserait cette affirmation du défendeur ;

“Considérant qu'il est établi en preuve que des demandes régulières ont été faites au défendeur de chacun des versements qui lui sont réclamés, et que la charte de la compagnie ne requièrait pas la publication de telles demandes dans les journaux ;

“Considérant enfin que les illégalités que le défendeur reproche à la dite compagnie et à ses directeurs, et quant à la réduction de son capital, et quant à la libération d'une partie de ses actionnaires, etc., ne peut en aucune façon affecter la responsabilité du défendeur envers la compagnie, et surtout envers les demandeurs ès-qualité qui représentent les créanciers de la compagnie ;

“Renvoie les exceptions et défenses du défendeur, et le condamne à payer aux dits demandeurs ès-qualité la dite somme de \$600 courant avec intérêt, etc.”

Church, Chapleau, Hall & Atwater for plaintiffs.
Roy & Boutillier for defendant.

RECENT ENGLISH DECISIONS.

Lunar and Calendar Months.—An agreement for the hire of furniture at a weekly rental provided that the first payment should be made on the following Monday, and the succeeding payments on each succeeding Monday, “the said letting on hire to be for the term of 26 months from the date of the first payment herein mentioned.” *Held* (by the High Court of Justice, Chancery Division) that the word “months” meant lunar months. Fry, J., said:—“The question is whether, in this contract for letting chattels for twenty-six months, the word “months” means calendar or lunar months. Now, in *Simpson v. Margitson*, 11 Q. B. 23, Lord Denman said (p. 31): ‘It is clear that ‘months’ denotes at law ‘lunar months,’ unless there is admissible evidence of an intention in the parties using the word to denote ‘calendar months.’ If the context shows that calendar months were intended, the judge may adopt that construction.’ Here the context throws no light on the meaning, except that the contract for weekly payments, I think, implies that lunar rather than calendar months are meant. Then it is said that in mortgage transactions months are always calendar months, and that this is a

mortgage transaction. But the rule as to mortgages only arises from this, that the interest on mortgage money is a fixed yearly sum, and therefore half a year's interest is for six calendar months. I cannot expand this into a mortgage transaction. The primary transaction is not a mortgage at all ; it is simply a contract for the hire of furniture. I therefore hold that the word ‘months’ means ‘lunar’ months.”
Hutton v. Brown, 45 L. T. Rep. (N. S.) 343.

Contract—for sale of goods—Breach authorizing rescission by other party.—Contract for the sale of 2,000 tons of iron at 42s. per ton, free on board ; delivery November, 1879, or equally over November, December and January, at 6d. per ton extra. During November the vendor wrote to the purchaser and his broker asking whether he would take the whole or one-third in November. The purchaser's broker replied, first, that the purchaser had not decided, and afterward, that the purchaser would be obliged if none were delivered till December. The vendor then wrote (on the 1st December) to the purchaser saying that the contract was cancelled. In an action by the purchaser against the vendor for non-delivery of 666 2-3 tons of iron in December, 1879, and of 666 2-3 tons of iron in January, 1880, *held* (Brett, L. J., dissentiente), that the refusal of the plaintiff to accept any portion of the iron in November entitled the defendant to rescind the entire contract. *Hoare v. Rennie*, 5 H. & N. 19, affirmed. Per Brett, L.J. The failure of the plaintiff to accept the first delivery did not disentitle him to insist upon the other two being made. *Hoare v. Rennie*, 5 H. & N. 19, was wrongly decided. Judgment of Manisty and Field, J. J. reversed. Ct. of Appeal, April 1, 1881. *Houck v. Muller*, Opinions by Bramwell, Baggallay & Brett, L. J. J., 48 L. T. Rep. (N. S.) 202.

Shipping—Jettison of Deck Cargo—Contribution.—Where there is no custom to carry goods on deck, and the voyage is not a coasting voyage, the owner of a deck cargo that has been necessarily jettisoned in the course of a voyage can have no claim for contribution against the ship-owner, or the other cargo-owners, although the contract between him and the ship-owner specifies that the goods are to be carried on deck.—*Wright v. Marwood*, 45 L. T. Rep. (N. S.) 297.