manufactured, and to be considered as delivered, when the same is sawed and then to belong to, and to be the property of the parties of the second part," is not valid as regards a third party. without notice and actual delivery.—*White* v. *Bank of Montreal*, 12 L. C. Jurist, 188.

Franchise—Usurpation.

1. The petioner complained that the defendants exercised the occupation of carters in and within the limits of the City of Montreal, and carried and transported for hire, goods and merchandises from their depot, to and from the stores and residences of the citizens of the City of Montreal, and that they exercised an undue advantage, privilege and monopoly, injurious to the carters of Montreal, and to the citizens thereof, and the petition prayed for an injunction against the defendants.

Held:—1st. That it was not proved that the carters had suffered or had been directly aggrieved to an extent, or from such illegal courses directly affecting them, as would justify the issuing of an injunction in the present case.

2nd. That the facts of collecting and deliver ing by carters exclusively employed to that effect by the defendants, was not injurious, but on the contrary advantageous to the public.

3rd. That the defendants had a right as common carriers, and in prosecution of their lawful business as such to employ exclusively any carter or carters they might in their discretion select to collect from and deliver freight to their customers; and that such exclusive employment of particular carters is not a violation of their charter, inasmuch as the act itself was essential or incidental to their business as common carriers.

4th. That no injunction in law could issue to restrain the defendants from illegal acts, by and from which the petitioners were not shown to be directly aggrieved, and which were not at the same time proved to be injurious to the public.

5th. That none of the individuals or parties using the defendants' road, and paying their charges for cartage has complained in the present case, and for all these reasons the petition must be refused.—*Attorney General* v. *Grand Trunk Railway Co.*, 12 L. C. Jurist, 149.

2. *Held,* Inasmuch as the corporation impleaded was the corporation erected under the Provincial Act, known as "The Grand Trunk Railway Act of 1854," and inasmuch as the corporation complained of, and alleged to have been formed under the Provincial Act, instituted "An Act to incorporate the Grand Trunk Railway Company of Canada" has no existence, therefore the petition and writ in this cause were irregular and illegal, and not within the requirements of the Consolidated Statutes of Lower Canada, cap. 88.—*Ib.* 177.

Promissory Note—Usury.

Held, that a promissory note for $1,000 given on February 15, 1864, as a renewal of one dated 23rd May, 1862, which had been discounted by plaintiff in American greenbacks taken at par at the ordinary rate of seven per cent., and the payment in addition of a commission of $10 to cover alleged trouble connected with renewals, is null and void, as being tainted with usury.—*The Eastern Townships Bank* v. *Humphrey et al.*, 12 L. C. Jurist, 137.

GENERAL CORRESPONDENCE.

The Statute of Limitation as applied to Division Court Process.

To the Editors of the Canada Law Journal.

Messrs Editors,—You would oblige me and many of your readers by giving your opinion on a question relating to the application of the Statute of Limitations to Division Court suits under certain circumstances. The question is one that has arisen recently in Recorder Duggan's Court in Toronto and has doubtless arisen in many other Courts. It is this:—"A has a claim against B, due in 1861. He sues it in 1862, but the summons is not served. He takes out another summons in 1863 and tries to serve it, but cannot do so. B leaves Canada in 1863, and goes to the United States—but returns in 1867. A then goes to the clerk and continues his efforts to serve him, taking out another summons, in the same suit, and gets B served for trial in 1867. Now you will perceive that there is a hiatus or gap of say four years, when A did nothing in the suit because B was in foreign parts. It would have been useless for him to have done so until B's return."

The question is can A avail himself of his summonses issued in 1862 and in 1863 to stop—or to defeat a plea of the Statute of Limitations, pleaded in 1867, by B to A's claim? In Toronto the Division Courts are held twenty-four times in the year, and in other places they are held, sometimes monthly sometimes every two months. Again is there any reason why the old doctrine of continuances, that is, a constant issue of process, the one linked into