

and his children, for whom the said J.F. and M.W.F. were also trustees. The judgment of the courts below held the appellants liable as trustees, as well as in their capacity of executors of the general estate.

On appeal to the Supreme Court,

Held (affirming the judgment below), that the appellants were responsible for the damages resulting from their negligence in not keeping the building in repair, as well personally as in their quality of trustees (*d'héritiers fiduciaires*) for the benefit of G.F.'s children, Art. 1055, C.C., but were not liable as executors of the general estate.

Appeal dismissed with costs.

Saint-Pierre, Q.C., for the appellants.

Taylor for the respondent.

Quebec.]

CALDWELL v. ACCIDENT INSURANCE CO.

[Jan. 15]

Partnership—Registered declaration—Art. 1835, C.C.—Con. Stats. L.C., c. 1 s. 65—Oral evidence—Life policy.

In an action upon a life policy to recover the amount payable to the surviving partners upon the death of one of the partners, a notarial dissolution of the partnership, duly registered, as well as a declaration of a new partnership, of which the deceased was not a member and duly registered, as provided by Art. 1834, C.C., was set up as a defence to the action, and evidence was tendered to show that the deceased had continued to be a member up to the time of his death.

Held, affirming the judgment of the court below, that oral evidence to contradict such declaration was inadmissible, and that the action was properly dismissed.

Appeal dismissed with costs.

Abbott, Q.C., and *Geoffrion*, Q.C., for the appellant.

Cross, Q.C., for the respondents.

Quebec.]

HUNT v. TAPLIN.

[Jan. 15]

Contract of sale—Contre lettre—Principal and agent—Construction of contract.

The sale of property in this case was controlled by a writing in the nature of a *contre lettre*, by which it was agreed as follows: "The vendor, in consideration of the sum of \$2,940, makes and executes this day a clear and valid deed in favour of the purchaser of certain property (therein described), and the purchaser, for the term of three years, is to let the vendor have control of the said deeded property, to manage as well, safely, and properly as he would if the said property were his own, and bargain and sell the said property for the best price that can be had for the same, and pay the rent, interest, and purchase money when sold, and all the avails of the said property, to the purchaser to the amount of \$2,940, and interest at the rate of eight per cent. per annum