would be more than covered. The Bank retained possession of the acceptance and brought this suit against appellant, the acceptor, to recover its amount. Appellant pleaded payment and compensation.

HELD :—That the Bank was entitled to recover from appellant the amount of his acceptance, and that appellant was not discharged by the credits in the Bank's account with J.—*Goodall & The Exchange Bank of Canada*, Dorion, Ch. J., Tessier, Cross, Baby, Church, JJ., (Church, J., *diss.*), Sept. 17, 1887.

Insolvency—Estate reconveyed to insolvent—Registered judgment—Action to set aside hypothec after reconveyance of estate.

HELD :—That a debtor, against whose property a judgment has been registered, and who afterwards makes an assignment and obtains back his estate by a composition with his creditors, in which he undertakes to pay the hypothecs on his property in full, cannot have the hypothec so registered set aside, at his own suit, on the ground that it is a fraud on his creditors.—*Foster & Baylis*, Dorion, Ch. J., Monk, Ramsay, Sanborn, Tessier, JJ. (Monk and Sanborn, JJ., diss.), June 22, 1877.

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*SUPERIOR COURT—MONTREAL.**

Libel—Privileged communication—Interest of writer of letter.

HELD :—That a letter written in good faith and without malice, by the lessor of premises occupied by a manufacturing company of which the plaintiff was manager, and addressed to one of the directors and principal shareholders, charging the manager with inefficient administration, the writer at the time having reason to be anxious respecting his interests as landlord of the company, is a privileged communication.—*Macfarlane* v. *Joyce*, in review, Johnson, Papineau, Loranger, JJ., Dec. 20, 1887.

Libel—Fair and honest report of proceedings before court of justice—Absence of damage.

HELD :—1. A fair and honest report in a newspaper of proceedings before a court of justice, whether condensed or not, and even if injurious to persons referred to therein, is privileged.

2. The defence of justification is strengthened by evidence showing that the plaintiff's character was such that he suffered no damage by the publication.—*Downie* v. *Graham*, Davidson, J., Oct. 17, 1887.

Fire insurance—Alteration in use of premises—Increase of risk—Verdict contrary to evidence—New trial.

Premises insured as a tannery and leather-dressing house were used for drying nine bales of cotton—a substance which it was proved was more inflammable than the stock of a tannery. The fire first appeared in the cotton. By a condition of the policy, the use of the premises for more hazardous purposes avoided the contract. The jury found that the drying of cotton was not a material alteration in the use of the premises, and that the alteration did not increase the risk.

HELD :—That there being evidence that the insured, by the use of the premises for drying cotton, increased the risk, the verdict was against evidence, and a new trial was ordered.—*Mooney* v. *Imperial Ins. Co.*, in review, Johnson, Torrance, Loranger, JJ., April 30, 1886.

THE COMMON LAW AS A SYSTEM OF REASONING, — HOW AND WHY ESSENTIAL TO GOOD GOVERNMENT; WHAT ITS PERILS, AND HOW AVERTED.

[Continued from p. 88.]

Need and functions of jurists—Codification.

We now come to the weak place in our common law,—the place which needs to be mended and strengthened. I can state only approximately the number of adjudged cases in our books of reports. The labor of counting them would be too great to be compensatory. A rough estimate places them at half a million. A man does not live who, if he gave his whole time to ascertaining the judicial deductions from the differing facts they recite, could thus go through with the half of them; and, if this were accomplished, there never was a memory strong enough to stand up under the load; or, if there was, it would

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