

PRINCIPAL AND AGENT—*Continued.*

gation to be given for it was executed and registered, *held*, that the responsibility for the default of the notary to pay over a portion of the money must fall upon the lender; and it made no difference whether the notary was to pay over the amount to the borrower, or (as in the case reported) was to apply it to the discharge of certain debts in accordance with a list furnished to him by the borrower. *Webster & Dufrene*, 43.

— 6. *Statement of account by book keeper.*] See EVIDENCE, 147. 6

## PRIVILEGE FOR COSTS.

1. *Plaintiff's privilege for costs of suit*] The plaintiff's privilege for the costs of suit, under C. C. 1994 and C. C. P. 606, § 8, as amended by 33 Vic. (Q.) ch. 17, s. 2, extends only to the costs incurred in the Court of first instance; and so, where the plaintiff obtained judgment in the Superior Court against three defendants jointly and severally, and the judgment was reversed by the Court of Queen's Bench, sitting in appeal, and, on appeal to the Privy Council, the original judgment was restored, it was held that the plaintiff was entitled to be collocated by privilege on the proceeds of defendants' movables only for the costs incurred in the Superior Court. *Reaudry & Dunlop*, 278.

— 2. *Lien of landlord.*] The plaintiff's privilege for the costs of suit, where the suit has been against a firm, has priority, even as regards the personal effects of the individual members of the firm, over the lien of the landlord for rent of premises leased to such members. *Id.*, 278.

PRIVILEGED COMMUNICATION. *Report of mercantile agency.*] See MERCANTILE AGENCY, 69, 88.

## PROBABLE CAUSE.

[*False statement in deed.*] Appellant, a jeweller, desiring to increase his business, obtained advances from respondent, a wholesale dealer, and gave as security a hypothec on his property, on which he declared there were mortgages, but he only specified one of a certain amount. There was really another. Shortly afterwards, the appellant became insolvent, and the respondent arrested him on the charge of obtaining property by false pretences. *Held*, that there was probable cause for the arrest, though it appeared that the appellant did not intend fraudulently to conceal the mortgage. *Grothé & Saunders*, 208.

## PROCEDURE.

1. *Appeal from interlocutory judgment.*] Leave to appeal will not be granted from an interlocutory judgment ordering *preuss avant faire droit* on a demurrer, where to an action (which is to be tried by a jury) a demurrer has been filed to part of the declaration alleging facts generally necessary to the demand, though the development of these facts on certain points may be useless. *Rasconi Woollen & Cotton Manufacturing Co. v. Lancashire Ins. Co.*, 317.