Superior Court concerning a municipal office.—*Fiset* v. *Fournier*, 3 Q. L. R. 334.

Sale.—1. N. being indebted to P. in the sum of $1300, offered as security a mortgage on three pieces of land, and a deed was accordingly executed; but it being afterwards found that N. could not legally hypothecate one of the three lots, a deed of sale was passed by which he conveyed said lot to P. for the expressed price of $400, with the verbal understanding that as soon as the whole amount due was paid to P. he would reconvey to N. the lot in question. Two months afterwards N. became insolvent and fled the country. The two lots mortgaged, having been brought to sale, realized some $900 for P., who claimed to retain the third lot for the balance due him, whereupon H., a judgment creditor (while admitting the validity of the mortgages), attacked the deed of sale as simulated and fraudulent, and contested P.'s right to prevent a judicial sale of said piece of land. *Held*, that the deed was void for total want of consideration, and the land never having passed under it, could be brought to sale as still forming part of N.'s estate.—*Pacaud* v. *Huston*, 3 Q. L. R. 214.

Sale, Resolution of.—Under the custom of Paris, the transferee pure and simple of a *prix de vente*, without other stipulation, might bring action *en résolution de vente* for default, either total or partial, of payment of price. The demand *en résolution* might also be made for default of payment of a constituted rent, price of an immoveable—even by the vendor who had sued for payment of price.—*St. Cyr* v. *Millette*, 3 Q. L. R. 369.

School Tax.—The school tax is not an annual rent and is not subject to the same prescription as annual rents.—*Ursulines of T. R.* v. *School Commissioners of Riviere du Loup*, 3 Q. L. R. 323.

Seamen's Wages.—Where, after a collision, the vessel injured was docked for the winter, and her voyage could not be resumed until spring, by reason of navigation of the St. Lawrence being closed until then, *held*, that her owners could not recover as part of their damages the seamen's wages while idle during the winter, and not more than would suffice to send them to the place where they were shipped, and to pay their wages until their arrival there.—*The Normanton*, 3 Q. L. R. 303.

Seignior.—1. Since the Seigniorial Act of 1854, the Seigniors are no longer bound to pay to the school Commissioners, the fortieth required by C. S. L. C. c. 15, s. 77, and a Seignior who had unduly paid this tax was allowed to recover the amount, even from the successors of the Commissioners to whom he paid it.—*Ursulines of Three Rivers* v. *School Commissioners of Riviere du Loup*, 3 Q. L. R. 323.

2. Before 1854, when a Seignior became proprietor of land in his seigniory, whether by purchase, succession, exchange, or other title, such land became reunited to the domain.—*Pouliot* v. *Fraser*, 3 Q. L. R. 349.

3. But in the case of a Seignior *grevé de substitution*, this reunion was only temporary, and ceased at the opening of the substitution.—Ib.

Sheriff's Sale.—See *Adjudicataire.*

Subrogation.—Subrogation cannot be allowed under Art. 1156 C.C., unless it appears that the person who claims the subrogation paid the debt in relation to which he claims such subrogation.—*Chinic* v. *Canada Steel Co.*, 3 Q. L. R. 1.

Substitution.—The *grevés de substitution* are proprietors. They cannot bind the *appelés*, but they can alienate, and their acts of alienation are valid so long as the substitution is not open.—*Pouliot* v. *Fraser*, 3 Q. L. R. 349.

Temperance Act.—The first ten sections of 27 and 28 Vict. c. 18 (Temperance Act of 1864) have not been repealed by Art. 1086 of the Municipal Code.—*Hart* v. *Corporation of County of Missisquoi*, 3 Q. L. R. 170.

Undue Influence.—See *Election Law.*

Wager.—See *Bet.*

Water Course.—The recourse given by c. 51 C. S. L. C. is not exclusive, and the direct action before a competent Court is not taken away by this statute.—*Emond* v. *Gauthier*, 3 Q. L. R. 360.

Windows.—A proprietor cannot complain of windows in his neighbor's buildings at a distance prohibited by law, if his own buildings prevent the windows from overlooking his premises.—*Touchette* v. *Roy*, 3 Q. L. R. 260.

CURRENT EVENTS.

GREAT BRITAIN.

Common Employment.—No better exemplification of the length to which the doctrine of "common employment" has been permitted to go could be found than the case of *Swainson* v.