

and on behalf of Her Majesty, to set aside the deed of sale, on the ground (*inter alia*) that the sale itself was *ultra vires*, and that the deed was executed without lawful authority.—*Church, Atty. Gen., pro Regina, v. Middlemiss & Middlemiss, plff., en gar. v. Archambault et al., defts., en gar.*, S. C. p. 319.

*Executors.*—1. Executors are not liable, jointly and severally, for the payment of the balance of moneys collected by them, but are only liable each for the share of which he had possession.—*Darling et al. & Brown et al.*, S. C. p. 125.

2. Executors are not liable to pay more than 6 per cent. interest on the moneys collected by them after their account has been demanded, in the absence of proof that they realised a greater rate of interest by the use of the money.—*Ib.*

*Exchange.*—In the case of an exchange of horses, it is not competent for a party, sued on a note given as boot on such exchange, to plead non-liability, on the ground of a redhibitory vice in the horse received by him, and without bringing any action to set aside the exchange; especially where such plea is filed several months after the defendant knew of the vice and had tendered back the animal.—*Veroneau v. Poupart*, S. C. p. 326.

*Experts.*—When the report of experts has once been made, they are *functi officio*, and cannot of their own motion make a new report on the ground that the first is imperfect or defective.—*Beckham v. Farmer*, S. C. p. 38.

*Extra Work.*—See *Builder*.

*Foreign Judgment.*—In an action on a foreign judgment and the usual *assumpsit* counts, where the plaintiff only files a copy of the judgment which does not reveal the cause of indebtedness, he will be ordered to file an account.—*Holme v. Cassils et al.*, S. C. p. 28.

*Guarantee.*—An order to "give bearer what he wants" does not contain a continuing guarantee.—*Lacroix & Bulmer*, Q. B. p. 327.

*Habeas Corpus.*—After a prisoner is committed for trial for arson, if the depositions on which the commitment is based do not establish his guilt, he will be admitted to bail.—*Ex parte Onasakeurat, petr.*, S. C. p. 219.

*Hypothecary Action.*—A hypothecary action may be instituted against the direct debtor, as well as against a *tiers détenteur*, when such direct

debtor is still in possession of the property hypothecated by him.—*Lebrun v. Bédard*, S. C., p. 157.

*Imperial Statute, 22 and 23 Vic. ch. 63.*—Under this Statute in any case depending in any court, in any other portion of Her Majesty's Dominions, if the law applicable to the facts of the case is the law administered in any other part of Her Majesty's Dominions, and is different from the law in which the court is situated, it is competent to the court in which such action may depend to direct a case to be prepared, setting forth the facts, and to pronounce an order remitting the same for reference to the Superior Court, administering the law applicable to the facts of the case, and desiring said Court to pronounce its opinion upon the questions submitted to it. And such case is brought before the said Superior Court by petition of any of the parties to the action, praying the Court to hear the parties or their counsel, and to pronounce its opinion on the questions submitted.—*Noad v. Noad*, S. C., p. 312.

*Innkeeper.*—An innkeeper is responsible for the effects stolen from a traveller while lodging in his house, where it is not proved that the theft was committed by a stranger and was due to the negligence of the traveller; and the oath of the traveller is sufficient to prove the loss, as well as the value of the things stolen.—*Gerikin & Grannis*, Q. B., p. 265.

*Insolvent Act.*—1. A party who has for six months acquiesced in the proceedings taken against him under the Act cannot afterwards question the jurisdiction of the Court.—*Fullon v. Lefebvre, & Lefebvre, ptr.*, S. C., p. 23.

2. A *capias* may lie against a defendant who has assigned under the Act.—*Robertson et al. v. Hale, & Hale, ptr.*, S. C., p. 38.

3. An appeal to the Court of Queen's Bench does not lie from any judgment of the Superior Court under the Insolvent Act, which is not a final judgment.—*Mackay v. The St. Lawrence Salmon Fishing Company*, Q. B., p. 76.

4. Notwithstanding an assignment under the Act by a defendant in a suit, he may still continue to act in the suit in his own name.—*Morris v. Henderson*, S. C., p. 83.

[To be concluded in next issue.]