

Lawless is not personally in this cause nor validly represented herein;

"Considering that it was necessary to put him into the action in order to pronounce the nullity of his marriage with the said defendant, and also to permit him to assist his said wife if he so judged fit;

"Considering that the plaintiff by his action in this cause demanding the nullity of the marriage of the said Sidney Cusack Lawless, for reasons which are personal to himself, cannot validly represent nor assist in this case the said Sidney Cusack Lawless as his curator, but that he ought to have named a curator *ad hoc* for that purpose;

"Considering that the defendant is well founded to complain that the said Sidney Cusack Lawless has not been impleaded in this case;

"Considering finally that that part of the plea of the said defendant in the first place pleaded, by which she invokes the above ground, is well founded, and that the action in this cause, as instituted, is badly brought;

"And considering that the other part of said plea in which she declines the jurisdiction of said Court is unfounded; rejects this last part of the said plea, without costs, maintains the remainder of said plea, and in consequence dismisses the action of the said plaintiff with costs, of which distraction, etc."

Action dismissed.

T. P. Foran, for plaintiff.

Brooke & McConnell, for defendant.

(C. J. B.)

#### DECISIONS AT QUEBEC.\*

##### Femme—Communauté.

*Jugé*:—Que la séparation de corps pour adultère de la femme ne lui fait pas perdre sa part dans la communauté de biens.—*Drolet & Lapierre*, en appel, *Dorion*, C.J., *Tessier*, *Cross*, *Church*, *Bossé*, J.J., 6 déc., 1889.

##### Partnership—Share of partner—Attachment by garnishment.

*Held*:—Partnerships, whether civil or commercial, are juridical entities distinct from the individual members who compose them.

Creditors of the partners can therefore seize the share of the latter only in the hands of the partnership, and not in those of its debtors.—*Babineau v. Thérour*, in Review, *Routhier*, *Caron*, *Andrews*, J.J., Nov. 28, 1889.

##### Règlement municipal—Violation de contrat—Taxe oppressive—Maire et pro-maire.

*Jugé*:—1. Les corps municipaux ne peuvent violer les contrats auxquels ils sont parties par les règlements qu'ils adoptent, et un règlement imposant une taxe qui a un tel effet est nul;

2. Le maire de Québec forme une partie intégrante du conseil de ville de cette cité. Il ne peut être remplacé par un président que dans les cas d'absence momentanée ou de quelques jours. Lorsqu'il s'absente de la ville pour un temps plus long, *v.g.*, pour assister comme député à la chambre des Communes du Canada, à Ottawa, pendant la session du Parlement Fédéral, il doit être remplacé par un pro-maire, élu suivant la loi. Un règlement adopté pendant une pareille absence du maire, et sans qu'il ait été remplacé par un pro-maire comme susdit, est nul.—*Compagnie du Chemin de Fer des Rues de Québec v. Cité de Québec*, C.S., *Casault*, J., 30 déc. 1889.

##### Sale—Delivery—Extent of damages in case of non-fulfilment.

*Held*:—The seller of seed, who delivers, not what was bought, but a different kind of seed, which, being sown, does not come to maturity, is liable in damages for the value of the crop which the buyer would have reaped if the seed delivered had been of the kind purchased.—*Coté v. Laroche*, C.C., *Andrews*, J., Oct. 26, 1889.

##### Procédure—Assignment—Bref émané dans un district adressé aux huissiers d'un autre district.

*Jugé*:—L'assignation d'un défendeur dans le district de Montmagny par un huissier de ce district, au moyen d'un bref émané dans le district de Québec, enjoignant aux huissiers du district de Montmagny de faire l'assignation dans le district de Québec, est nulle.—*Corriveau v. Marceau*, C.S., *Casault*, J., 30 déc. 1889.

\* 16 Q. L. R.