

"To have and to hold, use, and enjoy the said usufruct, use, and enjoyment of the said property unto my said wife, the said Hannah Mahers, as and for her own property, from and after my decease and during all her natural lifetime.

"Sixthly. I give, devise, and bequeath in full property unto my son, James McGregor, issue of my marriage with the said Helen Mahers, the whole of the property of whatever nature or kind, movable, real, or personal, of which the usufruct, use, and enjoyment during her natural lifetime is hereinbefore left to my said wife, the said Helen Mahers, but subject to the said usufruct, use, and enjoyment of his mother, the said Helen Mahers, during all her natural lifetime as aforesaid, and without any account to be rendered of the same or of any part thereof to any person or persons whomsoever. Should, however, my said son, the said James McGregor, die before his said mother, my said wife, the said Helen Mahers, then and in that case I give, devise, and bequeath the said property so hereby bequeathed to him to the said Helen Mahers in full property to be disposed of by last will and testament or otherwise as she may think fit, and without any account to be rendered of the same or of any part thereof to any person or persons whomsoever.

"To have and to hold the said hereby bequeathed and given property to the said James McGregor, his heirs and assigns, should he survive his said mother, as and for his and their own property forever, and in the event of his predeceasing his said mother unto the said Helen Mahers, her heirs and assigns, as and for her and their property forever."

*Held*, affirming the judgment of the Court of Queen's Bench for Lower Canada (Appeal side), that the will of J. McG. did not create a substitution, but a simple bequest of usufruct to his wife and of ownership to his son.

*Held*, also, that a sheriff's sale (*décret*) of property forming part of J. McG.'s estate under an execution issued against a person who was in possession under a title from the wife, such sale having taken place after J. McG.'s son became of age, was valid and purged all real rights which the son might have had under the will. Art. 711, C.C.P. *Patton v. Morin*, 16 L.C.R. 267, followed.

Appeal dismissed with costs.

*Honan and Lafleur* for appellant.

*Lafamme*, Q.C., and *H. Abbott* for respondent.

North-West Terr.]

FAIRCHILD v. FERGUSON.

[Dec. 13.

*Promissory note—Form of—"Sixty days after date we promise to pay," and signed by manager of company—Liability of company on.*

R., manager of an unincorporated lumbering company, gave a promissory note for logs purchased by him as such manager, commencing, "Sixty days after date we promise to pay," etc., and signed it "R., manager O.L. Co." An action on this note against the individual members of the company was defended on the ground that it was the personal note of R.; that the words "manager," etc., were merely descriptive of R.'s occupation; and that the defendants were not liable.