

" owners or occupants, after the fences dividing the lots belonging to two neighbors have been erected, all the owners or occupants of such lot so divided as aforesaid, are bound and obliged to maintain the fence erected by the original owner of the lot so divided." The wording of this clause might be improved.

A bill has been introduced by Mr. Church, Q.C., to amend the law relating to the holding of the terms of the Court of Queen's Bench, the object being to facilitate the progress of business on the appeal side of the Court, by increasing the number of terms, and by authorizing the Court to sit from day to day. The Government promised to take up the question.

A desirable amendment to the Act relating to the bar has been proposed by Hon. Mr. Chauveau, to allow those who have taken degrees in Universities to enter upon the study of the profession without undergoing examination. We have always considered it an unnecessary formality, to subject the graduates of Universities to an examination to test their fitness to enter upon the study of a profession.

Mr. Wurtele has moved for a return, which we trust will be printed, showing:—1. In what Registration Divisions or parts of the Registration Divisions, cadastres are now in force. 2. The dates of the proclamations putting such cadastres in force. 3. The dates on which respectively they come into force; and 4. The dates on which the delay for the renewal of hypothecs expired or will expire.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, June 30, 1879.

STYCE v. DARLING et al.

Insolvent—Action against his Assignee for Damages.

JOHNSON, J. This action is brought by the plaintiff against Mr. Darling, the official assignee, who took possession in the first instance of his insolvent estate, and afterwards was duly

appointed assignee by the creditors, and also against one of the Inspectors (Sumner) to recover damages, laid at \$30,000, for malicious and oppressive conduct alleged against them in violating an agreement to let him get back his estate by paying forty cents in the dollar, and the privileged claims.

The defendants plead separately, but both alike. First, they plead a demurrer to the declaration itself, and then, by another plea, they set up the facts of the case in the way that they took place from their point of view. The facts alleged by the plaintiff were shortly, that in July, 1877, an attachment had issued against him addressed to Darling, and afterwards Darling was made assignee to the estate, and the other defendant was made one of the inspectors together with a Mr. Smith and a Mr. Cushing; that Darling took possession of this estate, of which the whole value is said to have been about \$20,000, and advertised it for sale by tender; that the plaintiff then, about the 21st September, backed by Mr. Geo. W. Stephens, made a proposal to take it at 40 cents, and the rent and all preferential claims, which was higher than any other offer. It is then alleged that this offer was accepted, and a document was drawn up as follows:—"Insolvent Act, 1875, and amendments. We, the undersigned creditors of Mr. Frederick Styce, hereby consent to accept a composition of forty cents on the dollar on our own respective claims, payable cash, to be closed within ten days. This deed of agreement to be ineffectual unless, and until, the same shall be executed by a majority in number and value of the creditors as shall be sufficient to procure the due confirmation thereof," and this was signed by the representatives of seven creditors, including the firms of Hodgson, Murphy & Sumner, in which Sumner, the defendant, was a partner, and the firm of Cushing & Co., which included the other inspector of the name of Cushing, and also by two firms for whom the third inspector, Mr. A. W. Smith, signed as attorney. The next allegation is a most astounding one, viz., that the inspectors, before they signed this document, obtained a verbal promise from the plaintiff to pay ten cents in the dollar over and above the forty cents which was to be paid in cash. Then it is averred that Darling was made aware of all this, and consented to it, and