

Was a *mise en demeure* necessary? In the case of *Cyr v. Lecours* (1), it was held that there was no necessity of a *mise en demeure* when the debtor was not capable of fulfilling his obligation, but that the plaintiff must not only prove that he was in condition to carry out his part of the contract, but that the defendant was not in condition to carry out hers. In so far as the commission in itself is concerned, it is a well known principle confirmed by the jurisprudence of this country that the agent to whom the proprietor of the real estate had entrusted the loan has fulfilled his obligation, and is entitled to his commission if he produces a lender who is willing to advance the money on a mortgage under the terms and conditions mentioned in the application duly signed by the defendant in relation with the conditions and specifications as to the nature and character of the loan. The plaintiff did his duty in this part—the defendant has not made good her plea—I can therefore see no reason for interfering with the judgment rendered in this cause, and do hereby confirm the same.

CHAREST v. SÉNÉCAL.

**Action confessoire—Servitude—Passage—Ruelle—
Obstacles—Locataires—C. civ., art. 557, 558,
1618.**

MM. les juges Fortin, Guerin dissident, et Allard.—Cour de revision.—No 2055.—Montréal, 1 mai 1916.—St-Germain, Guérin et Raymond, avocats du demandeur.—Walsh et Walsh, avocats du défendeur.

(1) [1914] 47 S. C., 86.