

newspaper, and claiming damages. Held, reversing the decision of the Court of Queen's Bench, that C. B. was rightly dismissed; that by the agreement he became the employee of A. B., the owner of the paper: and that he had no right to change the political complexion of the paper without the owner's consent. Appeal allowed with cost. White, Q. C., for the appellant. Brown, Q. C., for the respondent.

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MURPHY v. Bury.—Quebec—May 6, 1895.—Signification of transfer, necessary condition precedent to vest right of action—Partnership transaction in real estate.—Act of resiliation, effect of. The signification of a transfer or sale of a debt or right of action is a condition precedent absolutely required to vest the transferee or purchaser with the full right of action against the debtor, and the necessity of such signification is not removed by proof of knowledge by the debtor of the transfer or sale. The want of such signification is put in issue by a *defenseur au fond en fait*. M. and B. entered into a speculation together in the purchase of a property known as the H. property. The title to the property was taken in the name of B. and the first instalment of the purchase money was acquired from one P. A. M., brother of M., to whom B. gave an obligation therefor. B. then transferred to M. a half interest in the property. As the remaining instalments of the purchase money fell due, suits were taken by the vendor against B. As fast as these demands assumed the form of judgments, M. advanced the requisite amount and took a transfer of them, as he did also of P. A. M.'s obligation against B., but without any signification in either case. Subsequently, by a formal act of resiliation, B. and M. annulled the transfer of the half interest in the property made by B. to M., and formally relieved M. of all further obligation as proprietor *par indivis* for further advances toward the balance due the vendor, and threw the burden of providing it entirely upon B. Held, affirming the judgment of the Court of

Queen's Bench for Lower Canada (appeal side), that the act of resiliation and the replacement of the title which is effected into the name of B., was a virtual abandonment on the part of M. of all previous investments made by him in the property or in the claims of others against that property, of which he might have taken transfers. Appeal dismissed with costs. Beique, Q. C., and Monk, Q. C., for appellant. Barnard, Q. C., for respondent.

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ARCHIBALD v. Delisle.—Baker v. Delisle.—Moat v. Delisle.—Quebec.—June 25, 1895.—Costs, Appeal for when it lies—Action in warranty—Proceedings taken by warrantee before judgment in principal demand—Joint speculation—Partnership or ownership *par indivis*. Though an appeal will not lie in respect of costs only, yet when there has been a mistake upon some matter of law, or of principal which the party appealing has an actual interest in having reviewed, and which governs or affects the costs, the party prejudiced is entitled to have the benefit of correction by appeal. It is only as regards the principal action that the action in warranty is an incidental demand. Between the warrantee and the warrantor it is a principal action, and may be brought after judgment in the principal action, and the defendant in warranty has no interest to object to the manner in which he is called in, where no question of jurisdiction arises and he suffers no prejudice thereby. But if a warrantee elect to take proceedings against his warrantors before he has himself been condemned, he does so at his own risk, and if an unfounded action has been taken against the warrantee, and the warrantee does not get the costs of the action in warranty included in the judgment of dismissal of the action against the principal plaintiff, he must bear the consequences. W. and D. entered a joint speculation in the purchase of real estate; each looked after his individual interests in the operations resulting from this co-partnership; no power of attorney or authority was given to enable one to act for the other, and