

"Considérant que le registrateur, tout officier du tribunal qu'il soit pour les fins du certificat d'hypothèques, a le droit de retenir entre ses mains son certificat jusqu'au paiement de ses honoraires ;

"Considérant toutefois que le registrateur étant un officier du tribunal pour les fins susdites est soumis comme tel à la taxe de ses honoraires, mais que cette taxe ne peut se faire que sur un procédé contentieux entre lui et toute partie intéressée soit dans le jugement de distribution, soit dans le certificat lui-même ;

"Considérant que le protonotaire est sans juridiction à taxer le mémoire du registrateur ; que cette taxe doit se faire par le juge sur demande d'une partie intéressée et après avis préalable donné au registrateur ;

"Considérant qu'il n'y a pas lieu de maintenir la règle émanée contre le mis en cause ;

"Renvoie la dite règle," etc.

M. Morin, for Petitioner.

M. Careau, for the Registrar.

SUPERIOR COURT—MONTREAL.*

Mercantile Agency—Responsibility for communicating to a subscriber an incorrect report concerning the standing of a person in business.

HELD:—That persons carrying on a mercantile agency are responsible for the damage caused to a person in business by an incorrect report concerning his standing, though the report be only communicated confidentially to a subscriber to the agency on his application for information.—*Cossette v. Dun et al.*, Würtele, J., Nov. 12, 1887.

Negligence—Responsibility.

HELD:—Where a reaping machine was being driven by the defendant along the highway, the knife to the right side of the road ; and the plaintiff's colt, which was straying upon the road, ran upon the machine, notwithstanding the defendant's efforts to keep it off—that the plaintiff was not entitled to recover the loss.—*Carr v. Black*, in Review, Johnson, Papineau, Loranger, JJ., December 20, 1887.

* To appear in Montreal Law Reports, 3^d S. C.

Builder's Responsibility—C. C. 1688—Repairs to old houses—Evidence.

HELD:—Where a builder makes repairs to an old house, in order to hold him responsible under C. C. 1688, it must be shown that the deterioration or loss complained of arose from a defect in the repairs, or the omission of something which the repairer was bound to do.—*Parent v. Durocher*, Johnson, J., June 30, 1887.

Promissory note—Illegal consideration—Note given to obtain consent to discharge of insolvent.

HELD:—That a note given by an insolvent, or by a third person, to induce the payee to consent to the insolvent's discharge, or to sign a deed of composition, is null and void ; and where money is paid for the same purpose, it may be recovered from the creditor receiving it. The fact that the maker of the note is the insolvent's father, does not constitute a valid consideration for such a note ; for a benefit to another is a good consideration only where the benefit can be had lawfully.—*Leclaire et al. v. Casgrain*, Johnson, J., Nov. 18, 1887.

Pleading—Evidence—Burden of proof.

HELD:—Where to a demand for money lent, the defendant pleaded compensation by a bon given to him by the plaintiff, which bon was in these terms: "Good to W. L. Forsyth (defendant) for \$500, balance of the "payment of \$1,000 purchase price of two-twelfths of Anticosti—not transferable;" and the plaintiff answered specially that the bon was not given to the defendant personally, but in his capacity of manager of the Anticosti Company—that the burden of proof was on the plaintiff to prove the truth of the special answer.—*Bury v. Forsyth*, in Review, Johnson, Papineau, Loranger, JJ., Dec. 20, 1887.

Obligation—Joint and several condemnation.

HELD:—Where two persons who had sold one-fourth interest in an invention were condemned to make a practical test of the value