

the Bar one of its most fearless and earnest lawyers, the public one of its greatest and most candid minds, and the people of Canada one of their most beloved sons, and his children and other relatives a fond, indulgent, loving and beloved member. Trustfully, earnestly and confidently I say *requiescat in pace.*"

Appropriate references to the event were also made in every court throughout the Province. On Wednesday June 3, his funeral at Montreal was attended by an immense concourse of the Bench, the Bar and court officials in their robes, followed by a long train of private citizens.

COURT OF QUEEN'S BENCH—MONTREAL.*

Nuisance—Tannery.

Held :—That where the person complaining of the offensive smell caused by chemicals used in a tannery, and which emptied into a drain passing by his property, was thoroughly acquainted with the condition of things before he purchased, having been five or six years employed in the tannery, and where, moreover, it appeared that he had promoted the covering of the drain, and thereby caused an aggravation of the nuisance, an action of damages against the proprietor of the tannery would not be maintained. *McGibbon & Bédard*, Dorion, C. J., Monk, Tessier, Cross, Baby, JJ., Sept. 25, 1886.

Judgment—Rectification of clerical error in judgment.

Held :—That an accidental omission which occurs in the draft of a judgment rendered in appeal may be corrected, even after the record has been transmitted to the Court below. *McGibbon & Bédard*, Dorion, C. J., Monk, Ramsay, Cross, Baby, JJ. (Ramsay, J., *diss.*), Nov. 20, 1886.

Aliment—Obligation Arising From Marriage—Art. 167, C. C.

Held :—1. That a person is bound to maintain his mother-in-law who is in want, she not being re-married, and the daughter

through whom the affinity exists being still alive.

2. The son-in-law may be sued alone for the alimentary debt, without his wife being in the cause.—*Turnbull & Broune*, Dorion, C. J., Tessier, Bossé, Doherty, JJ., Nov. 27, 1890.

Pledge—Rents Transferred as Security—Discharge of Debt by Transferee—Art. 1972, C. C.

D. bought certain real property for which he agreed to pay an annual sum during the lifetime of the vendor, and as security for the payment of this annual sum the vendor reserved the right to collect the rents of the property, the purchaser undertaking to make up any deficiency which might occur. By his last will the vendor discharged D. from all debts which he might owe him (the testator) at the time of his death.

Held :—That the rents of the property were merely pledged to the vendor for the payment of the annual sum above mentioned, and that D. remained the owner of the rents. Hence, although it appeared that he was indebted to the vendor on account of the annual payments at the time of the vendor's death, yet, being discharged from this debt by the will, he was entitled to the rent due by the tenant of the property at the time of the vendor's death; and the vendor's executors, who had collected this rent, were ordered to refund it to D.—*Jetté & Dorion*, Dorion, C. J., Cross, Baby, Bossé, JJ., March 20, 1890.

Right of Redemption—Refusal to Retrocede—Tender Not Followed by Consignation—Right to Revenues of Property.

Held :—Affirming the judgment of Davidson, J., M. L. R., 4 S. C. 233, That a vendor, seeking to give effect to a right of redemption, and who makes a tender to the purchaser, not followed by consignation, does not thereby acquire a right to the revenues of the property pending the contestation, if the purchaser refuses to retrocede, although the result of the contestation is that the purchaser is ordered to retrocede, but is allowed \$40 additional for improvements. A consig-

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