

vue par l'article 2199, S. R. Q. (*Dissentiente*, Andrews, J.);

20. Ce dernier article permettant de conclure dans une même action à ce que le défendeur soit condamné à faire cette remise et à payer la pénalité de l'article 2198, le tribunal peut, en rejetant cette dernière partie des conclusions, accorder l'autre et statuer sur les frais en conséquence.—*Quimet v. Mignault*, en révision, Casault, Plamondon, Andrews, JJ., 31 oct. 1889.

Contract—Illegal consideration—Public Policy—Fees of office.

Held:—The consideration of a contract between two persons appointed jointly to a public office, that one of them shall receive all the fees and emoluments attached to it and pay a salary to the other, is contrary to public policy and illegal, and the contract itself is therefore void.—*Remillard v. Trudelle*, Andrews, J., S. C., 1889.

Communauté—Droits de la femme commune en biens—C. C. Art. 1292, Cout. de Paris, Art. 225.

Jugé:—10. Le mari comme chef de la communauté n'est pas simplement l'administrateur des biens qui la composent; il en est le maître absolu et peut en disposer comme bon lui semble, quelque soit leur provenance, même s'ils ont été acquis par l'industrie de la femme pendant son absence;

20. La femme commune ne peut être considérée comme un associé; tant que la communauté subsiste son droit est informe, absorbé dans la toute puissance du mari et subordonné à l'évènement de son acceptation après la dissolution. Elle ne peut partant demander, même avec l'autorisation de la justice, la rescision de l'aliénation des biens communs faite par le mari; son seul recours, dans les cas de fraude, est la demande en séparation de biens.—*Bernier v. Groulx*, en révision, Casault, Andrews, Larue, JJ., 31 oct. 1889.

Steamers meeting in the river St. Lawrence—Curve in channel—Rule of the Road.

Held:—When two steamers meet in the river St. Lawrence at a place where a pro-

jection or point on the north shore has a corresponding bend in the channel, the descending vessel has no right to infer that the upward bound vessel is angling across the river, and will not pass port side to port side, from the fact that, while keeping to her own side of the fair-way, the curve causes her to show her starboard side.—*Allan v. Reford*, Vice-Admiralty Court, Irvine, J., Nov. 1889.

QUEEN'S BENCH DIVISION.

LONDON, Dec. 3, 1889.

REGINA V. COWPER.

Lithographed endorsement of Solicitor's name.

A plaintiff in a County Court issued a summons by his solicitor in an action for debt, the particulars endorsed thereon being 2l. 16s. 5d. debt, 4s. Court fees, and 4s. solicitor's costs.

The name and address of the solicitor were lithographed on the particulars, which were not otherwise signed by the solicitor. The summons was heard by the registrar, when it appeared that the defendant had on the day preceding the hearing paid into Court 3l. 0s. 5d. The plaintiff's solicitor therefore applied for an order for payment of the balance which the registrar held to be the amount claimed in respect of the solicitor's costs, and refused to make the order, on the ground that, the particulars not being signed, these costs could not be recovered, and referred the matter to the judge. The case was heard by the deputy-judge, who upheld the decision of the registrar, and the summons was struck out. The plaintiff thereupon obtained a rule calling upon the deputy-judge to show cause why he should not hear and determine the matter.

By Order VI., rule 10, of the County Court Rules, 1889, the solicitor must 'endorse' on the particulars his name, &c., otherwise the costs of entering the plaint shall not be allowed; and, in the scale of costs set out in the schedule, costs are only allowed where the particulars are signed by the solicitor.

The COURT (LORD COLERIDGE, C.J., and MATHEW, J.) held that the order and the schedule together provided that the particulars should be signed by the solicitor, otherwise the costs should not be allowed, and