

supply of coal furnished from Montreal to Rotterdam. And also, that the provisions of article 2391 of the Civil Code did not render the ship liable to seizure for personal debts of the hirers, and, consequently, that she could not be attached therefor by saisie-arrêt. Judgment appealed from (Q.R. 16 K.B. 16) affirmed, GIROUARD, J., dissenting.

Per DAVIES, J.:—The "last voyage" mentioned in article 2383 Civil Code, refers only to a voyage ending in the Province of Quebec.

Per IDINGTON, J.:—As the terms of the charter-party expressly excluded authority in the hirers to bind the ship for any expenses of supply and as nothing arose later that could by any implication of law confer any such authority on anyone and especially so in a port where the owners had their own agents, any possible rights that might in a proper case arise under article 2383 of the Civil Code did not so arise here; and, therefore, though agreeing in the result he expressed no opinion on the meaning of the term "last voyage" therein. *Lloyd v. Guibert*, L.R. 1 Q.B. 115, should govern this case.

Casgrain, K.C., for appellants. MacMaster, K.C., and Hickson, for respondent.

N.S.]

CHISHOLM v. CHISHOLM.

[March 23.

*Mother and child—Guardian—Transfer of guardianship—Agreement—Family arrangement—Public policy.*

Where a widow, whose husband left no estate, agreed to give up her natural rights of guardianship over her young daughter and transfer the same to the latter's grandfather, who, on his part, agreed to educate the child, provide for her afterwards, and allow as full intercourse as possible between her and her mother, the fact that the arrangement included an allowance to the mother for her maintenance did not necessarily make it void as against public policy. IDINGTON and DUFF, JJ., dissenting.

Appeal dismissed with costs.

Wallace Nesbitt, K.C., for appellant. Harris, K.C., for respondent.