matérielles de sa déclaration, la Cour déboute, &c.' Et la Cour d'Appel confirme dans les termes suivants: 'Considérant qu'il n'y a pas d'erreur dans le jugement dont est appel, confirme, &c.' Le plaideur ruiné par un semblable jugement, a-t-il au moins la conviction morale que les juges ont parfaitement saisi et compris tous les points de sa cause, qu'ils les ont appréciés et jugés? Nullement, et souvent même il peut en outre se plaindre d'avoir été jugé sur une question qu'il n'avait pas prévue, que son adversaire n'avait pas soulevée, et sur laquelle il n'a jamais eu l'occasion d'être entendu." (Vol. 1, p. 379.)

We believe that the judgments of the present day are not open to the sweeping charge made by *La Revue Critique*. There has been a change for the better and the reports bear witness to the improvement. But a further step in the same direction might probably be taken with advantage.

The pressure of business will no doubt be pleaded as a justification of the omissions complained of. However much force there may be in this it perhaps only proves the charge, because in order to deliver a judgment *ex tempore* in such a manner as to serve as a useful precedent, more time and study would in most cases be required, than would be occupied in reducing the principal reasons to writing. There is a middle course between the voluminous opinion, resembling a treatise in style and length, and the total absence of writing. The Judges who adopt the middle course, and never decide an important case without explaining their reasons in the judgment itself, or in an accompanying note, are undoubtedly doing a work of great advantage to the profession.

THE CIRCUIT COURT.

The business of the Circuit Court, which is superadded to the already laborious duties of the Superior Court judges in Montreal, is no inconsiderable addition to their official work. Mr. Justice Mackay sat in the Circuit Court from the 1st of March to the 21st inclusively, excepting Saturdays and Sundays. He decided two hundred and thirty-three contested cases, supported by evidence parole or documentary. *Ex parte* and default cases amounted to three hundred and seventy-three, but did not entail labour. The sittings generally took up from 10 a.m. to 4 p.m., with a recess at 1 o'clock of half an hour merely.

QUEBEC DECISIONS.

[Concluded from p. 180.]

Procès-verbal.—*A procès-verbal* can be modified only by another *procès-verbal* made in the same manner, and any alteration which a municipal council may pretend to make in a *procès-verbal* by a simple resolution is absolutely null and without effect, and this nullity may be invoked at any stage of the case.—*Holton & Aikins*, 3 Q. L. R. 289.

Promissory Note.—1. In an action against the maker of a note payable on demand, and generally, want of presentment is not a ground of demurrer. But if the defendant tender the debt and interest before plea filed, and bring the money into Court, the plaintiff will be condemned to pay costs.—*Archer* v. *Lortie*, 3 Q.L. R. 159.

2. The endorsement of payments on a promissory note is not an interruption of prescription. The limitation of five years operates to extinguish the debt, and nothing less than a new promise in writing can suffice to found an action upon. Any indorsement of interest or part payment of principal should be written by the debtor and signed by both parties.—*Caron* v. *Cloutier*, 3 Q. L. R. 230.

Repetition.—The action to recover money unduly paid is prescribed only by 30 years, though the exercise of such action involves the previous setting aside of a contract the action for the rescision of which is prescribed by a shorter time.—*Ursulines of Three Rivers* v. *School Commissioners*, 3 Q. L. R. 323.

Reprise d'instance.—1. The parties to the cause must be put in default to answer the petition *en reprise d'instance* before judgment can be given upon it, i.e., there must be a demand of plea.—*Hamel* v. *Laliberté*, 3 Q. L. R. 242.

2. A judgment of the Court, declaring the continuance well founded, is requisite, even where no cause is shown against the petition. —Ib.

Review.—1. It is competent to a party to inscribe in Review from a judgment rendered on a writ of *habeas corpus* by a Judge in Chambers. —*Reg.* v. *Hull*, 3 Q. L. R. 136.

2. No review can be had of a judgment of the