scribed by the Statute of Limitations after the right of action accrues. I have no doubt, therefore, that the right of action upon the coupons accrues upon the maturity of the coupons, and do not think the statute will be evaded in consequence of the coupons being for interest, and attached to the bonds." See also 6 Leg. News, 385.

COURT OF QUEEN'S BENCH.—MONTREAL *

Joint Stock Company—31 *Vict.* (*Q*), *c.* 25.—*Subscriber before incorporation—Agreement to take Stock.*—The appellant signed an undertaking to take stock in a Company to be incorporated by letters patent under 31 Vict., (Q.) c. 25, but was not a petitioner for the letters patent, nor was his name included in the list of intending shareholders in the schedule sent to the Provincial Secretary with the petition. The appellant's name was not mentioned in the Letters Patent incorporating the company, nor did he become a shareholder at any time after its incorporation.

Held:—(reversing the judgment of the S.C., Cross, J. dissenting)—

1st. That the appellant never became a shareholder of the company, and could not be held for calls on stock.

2nd. (*The Union Navigation Co. & Couillard* and *Rascony & the same Co.*—followed and approved. *McDougall et al. & the same Co.* distinguished.)

3rd. (Per TESSIER, J.)—That a subscription to take stock in a company to be incorporated is a mere proposition and not a binding promise to take and pay.

4th. (Per RAMSAY, J.)—That under the terms of the Statute 31 Vict., Q. Cap. 25, the only persons who are shareholders in a company incorporated thereunder are those named in the Letters-Patent as such, and those who become members after incorporation.—*Arless & Belmont Manufacturing Co.*, May 21, 1885.

Jugement interlocutoire—Appel—Procédure—Chose jugée—Elections municipales—Commissaires d'écoles—Quo warranto—S.R. B.C., c. 15, *ss.* 39, 40—*C.P.C.* 1016—45 *Vic., c.* 29, *s.* 2—*Art.* 346, *Code Municipal — Jurisdiction exclusive. Jugé.*—Que l'appel du jugement final de la cour supérieure soulève de nouveau tous les jugements interlocutoires rendus dans la cause, et que le défaut par un défendeur d'exciper ou d'appeler d'un jugement interlocutoire renvoyant son exception à la forme, ne l'empêche pas de discuter ce jugement sur l'appel du jugement final, l'interlocutoire n'étant pas *chose jugée* sur les questions soulevées par son exception à la forme.

2. Que d'après les provisions de l'acte 45 Vict., c. 29, s. 2, et les articles 346 sqq., du Code Municipal, les contestations d'élections de Commissaires d'Ecoles doivent être portées devant la cour de circuit ou la cour de magistrats, qui ont une jurisdiction exclusive en ces matières.

3. Que partant le recours par bref de *quo warranto* établi par S. R. B. C., c. 15, s. 40, contre l'usurpation de telles fonctions, est abrogé.

4. Que même si ce recours existait encore concurremment avec celui indiqué par la loi nouvelle, la simple élection des défendeurs comme commissaires d'écoles, sans qu'ils se soient immiscés dans l'exercice de telle charge, ne donnerait pas lieu à l'émanation d'un *quo warranto* (C. P. C. 1016).—*Metras & Trudeau et al.*, May 27, 1885.

Mandamus—Corporation—Fine—C.C.P. 1025.—*Held*, that the fine which a corporation may be condemned to pay under Art. 1025 C.P.C., should be ordered to be paid one half to the Crown and one half to the petitioner.—*Montreal, Portland & Boston Railway Co, & Hatton.* March 24, 1884.

Company — Railway— Negligence.—Held:—That no presumption of fault arises against a railway company from a person being injured on the track; on the contrary, it is for the person injured to show that he had a lawful right to be there; and to enable him to claim damages he must also show that the company were guilty of some fault, neglect or imprudence whereby the injury was caused. So, where the plaintiff was injured at a street crossing, and it appeared there was a signboard indicating the crossing and that the

* To appear in full in Montreal Law Reports, 1 Q. B.