

acheteurs.—*Houle v. Melançon*, Würtele, J., 26 mai 1891.

Chemin public—Chemin de tolérance—Propriétaire—Prescription.

Jugé :—10. Que quelque soit le temps dont un chemin est à l'usage du public, s'il apparaît par des actes du propriétaire que celui-ci entend en conserver la propriété, par exemple, en entretenant lui-même le chemin, en y plaçant des barrières, en faisant payer un droit de passage aux passants, etc., ce chemin reste simple chemin de tolérance ;

20. Que les propriétaires d'un chemin de tolérance peuvent toujours le fermer et le retirer de l'usage du public ;

30. Que les propriétaires d'un chemin de tolérance ne peuvent être forcés de l'entretenir, ou de continuer de laisser le public s'en servir.—*McGinnis et al. v. Létourneau et al.*, Würtele, J., 5 juin 1891.

Evidence—Commencement of proof—Admission—Division.

Held :—In an action for the recovery of a loan, where the defendant pleaded that he had borrowed the money, but with the stipulation that the principal was not to be payable until after the lender's death, that the admission could not be divided to make a commencement of proof.—*Favret v. Phaneuf*, Würtele, J., Sept. 14, 1891.

Insolvency—Property acquired by insolvent after making an abandonment.

Held :—(Modifying the decision of MALHIOT, J.), that the curator to the estate of a trader who has ceased his payments, has no right to receive, collect and recover property acquired by the latter after his abandonment.—*Quebec Bank v. Cormier*, in Review, Würtele, Tellier and de Lorimier, JJ., June 30, 1891.

Partnership—To build railways—Commercial matter—Prescription—Art. 2260, C. C.

Held :—1. That a partnership formed between contractors, for the purpose of carrying on the business of building railways, is a commercial partnership.

2. That a claim by one member of a commercial partnership against another, after the dissolution of the firm, for a balance of account, or to obtain an account of the result

of a commercial contract executed by the firm, is a claim of a commercial nature within the meaning of Art. 2260, par. 4, C. C., and is subject to the prescription of five years.—*McRae v. Macfarlane*, in Review, Johnson, Ch. J., Taschereau, Tait, JJ., June 27, 1891.

Procedure—Continuance of suit in name of curator to abandonment.

Held :—That the permission to exercise the actions of a debtor or of the mass of his creditors is a judicial authorization which is required in the interest of the mass of the creditors of a debtor who has abandoned his property for their benefit, and not in the interest of the adverse party. The latter cannot ask that the proceedings adopted without such authorization be rejected, but only that the proceedings be stayed until the proper authorization has been obtained, or for a sufficient time to enable the curator to apply for it.—*Chisholm v. Gallery*, Würtele, J., Nov. 12, 1889.

Rights of Indians, how determined—Minors—Appointment of tutor.

Held :—1. That the rights of Indians are regulated and determined by the Indian Act, (R.S.C. Ch. 43), and not by the common law, which does not apply to them.

2. That a tutor to an Indian minor, should be appointed through the ministry of the Superintendent General of Indian affairs, as indicated in said Act (Sec. 20, Sub. Sec. 8), and such tutorship conferred by the prothonotary, in the ordinary way, is of no effect.—*Tiorohiata v. Toriwaieri*, Taschereau, J., April 14, 1891.

SUPREME COURT OF NEWFOUNDLAND.

INTERNATIONAL LAW—PREROGATIVE OF CROWN
—ACT OF STATE—PERSONAL RESPONSIBILITY
OF AGENT OF CROWN.

[Concluded, from p. 303.]

So much for the principles of international as distinguished from constitutional and municipal law. With regard to the form of the instrument, it appears to me to be a matter of indifference so long as the terms are clear and sufficiently expressed ; and that its construction would be determined simply by the principles which govern other contracts. It