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RESPONSIBILITY OF REGISTRARS.

The decision of the Court of Queen's Bench in the case of *Trust & Loan Co. & Dupras* is of the utmost moment to registrars. A registrar, in making the certificate for the sheriff, as required by Article 700 of the Code of Procedure, omitted the hypothec constituted by the deed of sale to Charbonneau, the judgment debtor, who had been more than ten years in possession. Charbonneau bought from one Lebrun, and assumed the hypothec existing on the property, created by Lebrun in favor of the Trust & Loan Company. Charbonneau could not prescribe this hypothec by ten years' possession. The person who prepared the certificate seems to have been under the impression that he need not look back more than ten years, whereas the Code requires that he should mention in his certificate "*all* hypothecs registered against the parties who, during the ten years previous to the sale, were owners of the immoveable." There was no question about this, but the Court of first instance dismissed the action against the registrar on the ground that the insolvency of the debtor and of his *auteur* (who had never been discharged from personal liability) had not been satisfactorily established, and that the creditor might have his recourse against them. The Court of Appeal has taken a different view of the registrar's liability. It holds him absolutely responsible for the amount of a hypothec omitted in his certificate, and does not impose on the creditor the duty of showing the debtor's insolvency—"Considérant que la dite appelante n'était pas tenu de discuter les autres biens de son débiteur ou autres obligés à sa créance, les dommages qu'elle réclame étant constatés par le fait qu'elle aurait touché le montant de sa créance, et qu'elle n'a pu le faire par la faute et la négligence de l'intimé." This is the unanimous judgment of the Court, and it leaves no doubt as to the serious responsibility which the law imposes on registrars.

SETTLEMENT IN FRAUD OF ATTORNEY.

We are indebted to a correspondent for a note of an old unreported decision by the late Mr. Justice McCord, in *Laplante* v. *Laplante*, in which the ruling of the Superior Court is substantially the same as that of the Court of Queen's Bench in *Montrait & Williams*, 3 Legal News, 10; 24 L.C.J. 144. The action was by a father against a son, for an alimentary allowance, and the son, without the consent of the plaintiff's attorney, effected a settlement with the plaintiff in person, similar to that made in the case of *Montrait & Williams*, stipulating that each party should pay his own costs. The Superior Court gave effect to this arrangement, on condition that the costs of the action should be paid to the plaintiff's attorney.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Feb. 3, 1880.

Sir A. A. DORION, C.J., MONK, RAMSAY, TESSIER, CROSS, JJ.

LA SOCIÉTÉ DE CONSTRUCTION MONTARVILLE (contestant below), Appellant, & COUSINEAU et vir (claimants below), Respondents.

Married Woman—Renunciation of hypothecary rights.

A husband may execute a valid hypothec in favor of his wife on his immoveable property, in lieu of a hypothec which she had by her contract of marriage, to secure a sum of money brought by her at the marriage and reserved as propre by her contract of marriage.

A married woman may validly renounce her priority of hypothec in favor of a third person lending money to her husband on the security of his real estate.

Such renunciation in favour of a third party does not deprive the wife of her rights against other mortgage creditors inferior in rank to herself.

This was an appeal from the judgment of the Superior Court, Montreal, Jetté, J., Sept. 13, 1879, *In re Hogue*, insolvent. See 2 Legal News, p. 308; 23 L.C.J., p. 276, for the judgment below.

The judgment was unanimously confirmed in appeal.

Lacoste & Globensky, for Appellant.

Bonin & Archambault, for Respondent.