been called. I learn from the clerk that the old roll is re-copied for the next term, simply leaving out the cases heard, the others remaining in the same order as when first put on. Surely there is room for improvement here.

Trusting that these remarks may have some effect,

I remain, Sir,

Your obedient servant,

A CITY PRACTITIONER.

Montreal, 25th October, 1884.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Nov. 20, 1882.

Before MONK, RAMSAY, TESSIER, CROSS & BABY, JJ.

MONDELET et al. (plffs. below). Appellants, and ROY (deft. below), Respondent.*

Servitude—Seigniorial Act of 1854—*Evidence.*

By deed of partition, in 1811, between the proprietors of a seigniory, it was agreed that the co-partitioners should not erect for their own profit any grist or saw-mill on their respective portions, within a league of the mills then existing on the seigniory. By deed of sale in 1850, a piece of land forming part of the same seigniory was sold by the representatives of one of the co-partitioners, with a stipulation that the purchasers and their representatives should never build nor permit to be built any flour mill or grist mill, whether such mill were operated by water, steam or any other motive power.

In an action brought to compel the respondent to demolish a grist mill:

Held, 1st. That the deed of 1811 created a reciprocal servitude in favor of each portion of the seigniory divided by the deed of partition.

2. That if this servitude was in its nature a seigniorial servitude, it was abolished by the Seigniorial Act of 1854, whether the servitude be considered as a principal right or as an accessory of the right of *banalité*.

3. That if the servitude was not seigniorial, it was constituted in favor of a seigniory, and it disappeared by the concession of the real estate in favor of which it was created.

4. That the deed of sale of 1850 did not create a real servitude, but only a personal obligation, inasmuch as no *héritage dominant* was mentioned therein.

5. That the existence of a *héritage dominant* not mentioned in the deed cannot be proved by verbal evidence.

RAMSAY, J., delivered the judgment in appeal, by which the judgment of SICOTTE, J., Superior Court, St. Hyacinthe, was confirmed.

Mercier, Beausoleil & Martineau for the Appellants.

Lacoste, Globensky & Bisaillon for the Respondent.

* To appear in the Montreal Law Reports, 1 Queen's Bench.

SUPERIOR COURT.

MONTREAL, Sept. 30, 1884.

Before LORANGER, J.

GILMAN v. THE ROYAL CANADIAN INSURANCE COMPANY.*

Company—Forfeiture of shares—Sale of confiscated stock.

Held, that the company, defendant, had the right to confiscate and sell shares on which the calls were not paid within the time fixed by notices regularly given. It was not necessary to mention the shares in detail in the advertisement of sale, nor to set forth the amount paid on each share. The intention of the directors to sell the forfeited shares as if all past due calls were paid up, and subject to the payment of all future calls, was regular and legal.

The action to set aside the forfeiture of shares, and to prevent the sale of the shares at public auction, was dismissed.

A. W. Atwater for the plaintiff.

N. W. Trenholme, counsel.

Bethune & Bethune for the Royal Canadian Insurance Co.

Geoffrion, Rinfret & Dorion for Thibaudeau et al., directors.

L. N. Benjamin for Robertson et al., directors.

* To appear in the Montreal Law Reports, 1 S. C.