P, being in possession of land of which he was not the owner, made a verbal gift of the land to C, but afterwards ejected him. C then obtained a conveyance from the owner. More than 20 years had elapsed from the time that the Statute of Limitations began to run in favor of P against the true owner:

Held, that C's possession did not interrupt in C's favour the running of the Statute; that the owner being barred, C, his grantee, was barred also.—*McIntyre* v. *The Canada Co.*, 18 Grant, 367.

DOWER IN RESPECT OF TIMBER CUT—COSTS OF INJUNCTION SUIT.—In case of land of which a widow is dowable, but in which her dower has not been set out, if the timber is cut down she is entitled to the income arising from one-third of the amount produced.

In such a case the widow had reason to apprehend that the owner intended to fell the whole of the wood; it was shewn that in fact he had no such intention; but he had an opportunity of undeceiving her, and did not avail himself of it:

Held, that proof that he had not the intention imputed to him, did not exempt him from liability to the costs.—*Farley* v. *Starling*, 18 Grant, 378.

CHARITABLE BEQUESTS—SUPERSTITIOUS USES.—A testator bequeathed £100 to the Society of St. Vincent de Paul, and directed the residue of his estate to be converted into cash, and paid to the House of Providence. These were voluntary unincorporated associations.

Held, that so far as they could be paid out of personalty these legacies were good, and should be paid over to the persons having the management of the pecuniary affairs of the institutions named.

A bequest by a member of the Roman Catholic Church of a sum of money for the purpose of of paying for masses for his soul, is not void in this Province.—*Elmsley* v. *Madden*, 13 Grant, 386.

BUILDING SOCIETIES—USURY LAWS.—Building Societies are virtually exempted from the operation of the usury laws.

In mortgages taken by a building society for advances of borrowing members, it is not necessary to express in the instruments how much of the interest reserved is a bonus in respect of the sum advanced, and how much for interest.—*The Freehold Permanent Building and Saving Society* v. *Choate*, 18 Grant, 412.

INDICTMENT FOR BIGAMY.—*Held*: 1st. That it is incumbent upon the Crown under 4 & 5 Vic. ch. 27, sec. 22, (ch. 91, sec. 29, 30, C. S. C.) to prove that a person marrying a second time, whose husband or wife had been continually absent from such person for seven years then before, knew such person to be living within that time.

Semble—1st:—That the same rule would apply to 32 & 33 Vic. ch. 20, sec. 58, Criminal Act of 1869.

2nd. That the first wife cannot under any circumstances be a witness for or against the prisoner.

3rd. That the jury will be directed to acquit the accused, the Crown failing to make such evidence of knowledge of the prisoner.—*Regina* v. *Amedée Fontaine* dit *Bievenue*, 15 L. C. Jurist, 141.

INSOLVENT ACT.—*Held*: 1. That no Judge in the Province of Quebec has a right to interfere with insolvency matters originated in Ontario where the insolvent has his domicile, even though the assignee reside in the Province of Quebec, and the affairs of the estate be conducted in Montreal.

2. That the "Judge" having jurisdiction is the Judge of the domicile of the insolvent.

3. That one Judge in insolvency matters has power to set aside and vacate an order made by another Judge in Chambers.—*In re McDonnell, an insolvent*: 15 L.C Jurist, 145.

INSOLVENT ACT.—*Held*:—Where a trading partnership obtainad advances from a bank under an agreement that the proceeds of sale of hemlock bark extract manufactured by the partnership should be paid in to the Bank in repayment of the advances, and the partnership, while in a state of insolvency and largely indebted to the Bank, contrary to the agreement, applied the proceeds of 174 barrels of bark extract to the general purposes of the business without the knowledge or consent of the Bank; that such act (even in connection with evidence that the acts of the partnership as regarded the Bank, were from first to last akin to fraud,) did not amount to secretion with intent to defraud, sufficient to sustain an attachment before judgment.—(On Appeal)—*The Quebec Bank* v. *Thomas Steers et al.*, 15 L. C. Jurist 155.
