solubility save by death, but that is not "divorce" in the sense of our public law, and of all public law, save, possibly, that of Spain, Portugal and Austria, in the civilized world. State and Church are distinct. We give "unto Cæsar the things that are Cæsar's: unto God the things that are God's."

The mind that ignores such doctrine is unfit for self-government: unfit to rule Canada in its enlightenment: and in every regard, is not in "harmony with the spirit of the age."

What we want, require, and by Imperial suggestion, are called upon to establish and govern, is a Divorce Court for the whole Dominion, with rules of procedure, practically opening it to all subjects, however poor, and with every convenience in procedure to those who may require such relief. M. M.

## *COURT OF QUEEN'S BENCH—MONTREAL.**

*Foreign Corporation—Action against—Service—Arts.* 34, 49, 64, *C.C.P.—Cause of action.*

HELD:—That a corporation whose principal place of business is in a foreign country, may be served with process at any place in the Province of Quebec where it has an office for the transaction of business. So, where a foreign corporation had an office at Montreal, for the sale of sleeping car tickets, and the plaintiff, who had bought a ticket from the defendants at New York, for a sleeping car berth from that city to Montreal, brought an action of damages, alleging that he had been unlawfully expelled from the sleeping-car, it was held that the service of his action at the office of the Company in Montreal, was a sufficient service to give the Court in Montreal jurisdiction. Further, that although the expulsion took place beyond the province line, yet as it continued until the plaintiff reached Montreal, (he being forced to ride in a first-class car) the cause of action arose in this province.—*N. Y. Central Sleeping Car Co. & Donovan*, Dorion, C.J., Monk, Ramsay, Cross, Baby, JJ., May 27, 1882.

*Fraud—Person purchasing property of relative and agreeing to pay his debts—Composition with creditor ignorant of such purchase.*

HELD:—That a person who buys the property of his brother-in-law in order to assist him, agreeing to pay his debts (which exceed the value of the property), may licitly contract with a creditor who does not know of the sale, to take less than the face value of the debt,—more especially where the creditor had previously endeavored to sell the debt at such reduced amount, and the transaction is advantageous to him.—*Blouin & Brunelle*, Monk, Ramsay, Tessier, Cross, Baby, JJ., Nov. 20, 1882.

*Jurisdiction—Appeal—Non-appealable cases consolidated with appealable case—Arbitration—Fees of Counsel—Quebec Consolidated Railway Act*, 43-44 *Vic.*, *c.* 43, *s.* 9, *ss.* 20, 37.

HELD:—1. Where several non-appealable actions in the Circuit Court are consolidated with one that is appealable, as involving the same question, the whole will be adjudicated, on an appeal in the principal case.

2. A Judge of the Superior Court may, in his discretion, allow fees to counsel on an arbitration to fix the indemnity to be paid for lands taken by a railway company, conducted under the provisions of the Quebec Consolidated Railway Act, 43-44 Vic., c 43, s. 9, ss. 20, 37; and there is no power in the Court to revise such taxation.—*La Compagnie du Chemin de Fer de Montréal & Sorel & Vincent et al.*, Dorion, C.J., Monk, Ramsay, Tessier, Baby, JJ., Nov. 24, 1884.

*Sale—Hypothec—Clause of "franc et quitte."*

HELD:—In an action to oblige the vendor to execute a deed of sale of real estate, or pay damages: where the vendor's agent wrote to the purchaser as follows:—"I can offer you the house at $4,300 on the following terms: $1,000 cash, $1,000 in about two years; balance $2,300, mortgage on ground, can remain as long as buyer requires;" that this was equivalent to the clause of *franc et quitte* with the exception of the hypothec mentioned in the letter, and that the vendor thereby promised and was bound to give a clear title with the exception only of the $2,300; and he not having executed such deed, and having sold the property to a third party, the judgment, which condemned the vendor to $300 damages, was confirmed.—*Gauthier & Ritchie*, Dorion, C.J., Monk, Ramsay, Tessier, Cross, JJ., (Ramsay and Tessier, JJ., diss.), Jan. 20, 1883.

*To appear in Montreal Law Reports, 4 Q.B.