of destination, and deposits it in a room assigned to unclaimed baggage, is responsible for its safe-keeping, and is bound to deliver the thing or pay its value, unless delivery has become impossible without his act or fault.

2. The burden of proving that the loss or destruction of the thing has occurred without his act or fault is on the carrier, the presumption being that he is in fault if he fails to deliver the thing. Hence if no explanation is given of the disappearance of baggage before delivery, the carrier is liable for the value.

3. Proof may be made by the plaintiff's oath of the value of baggage lost or destroyed while in the custody of the carrier after arrival at place of destination.—*Pelland* v. *Canadian Pacific R. Co.*, Pagnuelo, J., Feb. 23, 1891.

Hotel-keeper — Necessary deposit — Effects destroyed by accidental fire.

Held:—1. Where a hotel-keeper retains in his custody baggage belonging to a traveller during his absence from the hotel, and gives a check or receipt therefor, it is considered a necessary deposit, and his responsibility as hotel-keeper still subsists; and the value of baggage so deposited may be proved by the oath of the traveller.

2. A hotel-keeper is not liable for the value of effects so retained in his custody when he proves that they were lost or destroyed by inevitable accident, such as a purely accidental fire, in the confusion caused by which the effects were stolen.—*McElwaine* v. *Balmoral Hotel Co.*, Pagnuelo, J., Feb. 23, 1891.

Summary matters—Notice of inscription for proof and hearing—Art. 897a, C. C. P.

Held:—That by Art. 897*a*, C. C. P., as amended by section 2 of 53 Vict. ch. 61, a notice of five clear days to the adverse party is required of an inscription for proof and for hearing immediately after proof in contested cases, in summary matters.—*Conroy* v. *Mount*, Würtele, J., March 13, 1891.

Promissory note—Given by wife for debt of husband—Absolute nullity—Bank discounting note in good faith—Art. 1301, C. C.

Held:—That a promissory note made by a married woman, separated as to property, in favor of a creditor of her husband, in payment of a debt of her husband, is absolutely null; and no action can be maintained thereon by a bank which has discounted the same in good faith before maturity, in ignorance of the cause of nullity.—*Banque Nationale* v. *Guy et al.*, Würtele, J., Feb. 4, 1891.

Promissory note—Transfer without endorsement—Warrantor—Protest.

Held:—1. Where it is shown by the evidence that the endorsers of a promissory note became warrantors of the maker, before "the Bills of Exchange Act, 1890," absence of protest did not relieve them from liability.

2. The holder of a promissory note payable to order has an action against the person who transferred the note to him, and who accidentally omitted to endorse it, to compel him to do so; but in a suit on a note by the holder against the maker, transferor, legal proof of the transfer is sufficient, and a judgment ordering the transferor to endorse the note would be superfluous.—*Coutu* v. *Rafferty et al.*, Würtele, J., March 23, 1891.

Promissory note—Evidence—Art. 2341, C. C.

Held:—1. In a suit founded on promissory notes or bills of exchange, in the investigation of facts recourse must be had to the laws of England in force on the 30th of May, 1849. (C. C. 2341).

2. According to the laws of England parol evidence is admissible to establish the real relationship of the parties to a bill of exchange or promissory note, and the circumstances under which it was endorsed.—*Northfield* v. *Lawrance*, Würtele, J., March 26, 1891.

Saisie-arrêt avant jugement—Recel—Dépenses inutiles—Gaspillages.

Jugé:—Qu'un débiteur qui gaspille son argent à boire et dans des maisons de mauvaise réputation, au lieu de payer ses dettes, ne commet pas toute fois l'acte de recel que la loi exige pour la saisie-arrêt avant jugement.—*Mallette* v. *Ethier*, en Révision, Gill, Mathieu, Würtele, JJ., 30 mars 1889.

Exception à la forme—Bref de sommation—Jour du retour.

Jugé:—Dans une cause non sommaire,