pondent, inspector of licenses, charging Ryan with having sold intoxicating liquors without a license.

Ryan was a drayman employed to deliver and sell beer by Molson & Bros., the other appellants, who were duly licensed as brewers under the Dominion Inland Revenue Act, 1880, 43 Vic. ch. 19.

HELD:—1. That a writ of prohibition lies to bring up before the Superior Court a defect of jurisdiction of the justices of the Peace, which is only apparent on proof being made of the allegations of the plea containing matter showing such want of jurisdiction, *e.g.*, that the party prosecuted is the mere agent of a person not open to prosecution.

2. (Confirming the judgment of Loranger, J.) That the power of the Dominion Parliament to legislate as to the regulation of trade and commerce does not prevent the local legislature from passing an Act obliging a brewer to take out a local license permitting him to sell beer or ale manufactured by him, whether he sells such beer at his brewery, or elsewhere by a person paid by a commission on the sales; and therefore the Quebec License Act, 41 Vic. ch. 3, is constitutional. *Molson et al.*, appellants, and *Lambe*, respondent, Monk & Cross, JJ., *diss.*, Nov. 27, 1886.

Habeas Corpus—C. C. P. 1052—Process in civil matters.

A person, imprisoned under a writ of *contrainte par corps* for failing to produce effects of which he had been appointed guardian, petitioned for a writ of *habeas corpus*, on the ground that the warrant under which he was committed, contained no enumeration of the effects he was required to produce.

HELD:—That the petitioner being imprisoned under process in a civil matter, the Court had no authority to grant a writ of *habeas corpus*. C. C. P. 1052. *Ex parte Ward*, Nov. 22, 1886.

Bank in liquidation—Cheques paid after suspension—Recourse of liquidators.

The respondent, having funds to his credit in a bank which had suspended payment, drew cheques on the bank for various sums. These cheques were accepted by the bank on the same day, and the respondent then, for valuable consideration, disposed of them to various parties who were paid the respective amounts by the bank, by credits or otherwise.

HELD:—That the bank had no action against the respondent to recover the amount of the cheques so paid, their recourse, if any, being against the parties to whom they had paid the money.—*Exchange Bank of Canada*, appellant, and *Hall*, respondent, Ramsay, J., *diss.*, Nov. 22, 1886.

Charter party—Voyage direct from Havana to Montreal—Deviation—Right to touch at Sydney for coal.

The charter party described the voyage in writing as being from Havana, Cuba, "to Montreal direct *via* the river St. Lawrence." A printed clause declared that the steamship should "have liberty to tow and be towed, and to assist vessels in all situations, *also to call at any port or ports for coals or other supplies.*"

HELD:—(Reversing the judgment of the Court below):—That the fact that the steamship called at the port of Sydney, C. B., for coal in the course of the voyage, was not a deviation therefrom other than permitted by the charter party, and that the increased premium of insurance paid by the charterers in consequence of the vessel calling at Sydney could not be deducted from the freight.—*Peters*, appellant, and *The Canada Sugar Refining Co.*, respondents, Nov. 20, 1886.

GARÇON OU FILLE?

Il y a cinq ans naissait à Gaillon un enfant, qu'une prudente réserve nous commande de ne désigner que par le nom ambigu de Claude.

Les parents de Claude furent cependant troublés dans leur joie paternelle, par un doute affreux. Claude était-il un rejeton ou une rejetonne? La sage-femme, dans sa sagesse, n'osait se prononcer. On s'en référa donc à l'autorité du docteur Hurel, de Gaillon, aujourd'hui décédé. Le docteur Hurel,