

MILLS, vs. PHILBIN et al.

The endorsee and holder of a promissory note, for the purpose of collection, may recover against the maker and endorser.

Action on promissory note, by indorsee against maker and indorser. The plea set up that the plaintiff was not a *bonâ fide* holder for a valuable consideration, but that the note was really owned by one Malo, who had been paid by another note in renewal. The answers of the plaintiff to interrogatories *sur faits et articles*, admitted that he was holder only for the purposes of collection, and that the money, when collected would go to Malo. There was no sufficient proof of the note in renewal having been given to Malo. Judgment for plaintiff.

For plaintiff.—Messrs. Johnson and Burroughs.

For defendant.—Mr. Mackay.



ROGERS et al., plaintiffs, vs. ROGERS, defendant.

There is no community of property between parties married in England, who have settled and died in Lower Canada.

Judgment was rendered in this cause on the 28th January, settling a principle of immense importance, and more especially in a country peopled to a great extent, by immigration. The point has never before received adjudication in our Courts; although a question almost indential has been the subject of a judgment, the other way, in the Supreme Court of Louisiana. To avoid any possibility of inaccuracy, we reprint the judgment *verbatim*.