

Considérant que la demanderesse ne pouvait par une réponse spéciale demander la nullité, pour cause de lésion, de la dite vente faite par elle-même, mais que cette demande aurait dû être faite par action principale ;

Sans égard à la preuve faite sur la dite réponse spéciale de la dite demanderesse, maintient l'exception péremptoire du défendeur Jean Baptiste St. Aubin, et déboute l'action de la dite demanderesse.

Judgment confirmed.

*Kerr & Carter* for appellant.

*Loranger, Loranger & Pelletier* for respondent.

*Present: MONK, RAMSAY, TESSIER, CROSS, JJ.,*  
*TASCHEREAU, J. ad hoc.*

*LAWLOR*, (deft. below), Appellant, and *WOODS*, (plff. below), Respondent.

The action, *en déclaration d'hypothèque*, was dismissed by the Superior Court, but this decision was reversed by the Court of Review, and the action maintained. In appeal the judgment was confirmed. The case turned in great measure on a question of good faith.

*Lacoste & Globensky* for Appellant.

*Geoffrion, Rinfret & Archambault* for Respondent.

*Present: DORION, C. J., MONK, RAMSAY, TESSIER,*  
*CROSS, JJ.*

*LALONDE et al.*, (defts. below), Appellants, and *ALARIE*, (plff. below), Respondent.

The action of respondent was on a note. Plea, that the note was given in payment of a threshing machine sold by respondent, and that the machine was a bad one. A question of evidence.

Judgment condemning defendants confirmed.

*Duhamel, Pagnuelo & Rainville* for Appellants.

*Loranger, Loranger & Pelletier*, for Respondent.

*BEAUPRÉ*, (plff. below), Appellant, and *COMPAGNIE DES REMORQUEURS DU PORT DE MONTREAL*, (deft. below), Respondent.

Action for damages alleged to have been caused to the barge *Union* by the tug *Messenger*. Question of proof.

Judgment dismissing the action confirmed, *Tessier, J.*, dissenting.

*Duhamel & Rainville* for Appellant.

*F. X. Archambault* and *A. David* for Respondent.

*OUIMET*, Appellant, and *BERGEVIN dite LANGEVIN*, Respondent.

Judgment of Superior Court, Montreal, confirmed.

*DOUTRE*, (deft. below), Appellant, and *LA BANQUE JACQUES CARTIER*, (plff. below), Respondent.

Action on a note. Plea by the endorser that notice of protest was not given in time ; the protest being made 7th December, and the notice, according to appellants, being deposited in the post office only on the 11th. The Superior Court maintained the action, considering the weight of testimony to be on the side of plaintiff.

Judgment confirmed.

*Doutre, Doutre, Robidoux, Hutchinson & Walker* for Appellant.

*Lacoste & Globensky* for Respondent.

*Present: DORION, C. J., MONK, RAMSAY, CROSS, JJ.*  
*LA BANQUE NATIONALE*, (plff. below), Appellant, and *CONVERSE*, (deft. below), Respondent.

Action on notes made in the name of respondent by his agent John Converse (son of respondent). Plea, that the notes sued on were not justified nor authorized by any authority given to John Converse. The Court below sustained the plea and dismissed the action. This judgment was reversed in appeal.

Judgment: "Considering that the appellants have proved that John Converse was authorized as the duly constituted attorney and agent of the respondent in this cause to sign the two promissory notes mentioned in the declaration in this cause, and that the said notes were given for matters arising out of transactions connected with the business of the said respondent," &c.

Judgment reversed.

*Geoffrion, Rinfret & Archambault* for Appellant.  
*John L. Morris* for Respondent.

## CURRENT EVENTS.

### UNITED STATES.

SPIRITUALISM AND ITS EFFECT UPON WILLS.—In the case of *Leighton v. Orr*, 44 Iowa, 679, one Wolcott had lived for years in unlawful relations with a woman who shared his home, and who claimed to be a spiritualistic medium, and