

In *Banque Jacques Cartier & Leblanc*, Court of Queen's Bench, Montreal, Jan. 18, the Court held that a party who, before maturity, has become the holder of a promissory note in good faith and without notice of any objection, for valuable consideration, is entitled to recover the amount thereof from the person whose signature appears on the note as maker, even where it is proved that the signature was obtained by artifice and fraud, and without any consideration being received by the promissor. The conclusion arrived at in this case varies from that stated by the Court of Appeal in *Exchange Bank of Canada & Carle*, M. L. R., 3 Q. B. 61, in which an appeal by a bank, in another case connected with the Mahan frauds, was dismissed. It will be observed, however, that in *Exchange Bank & Carle*, the Court of Queen's Bench was of opinion that Baxter, for whom the bank was merely a *prête-nom*, had reason to be aware of the fraud by which the note had been obtained from the maker; and moreover, that it was not proved that Baxter had given consideration for the note.

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In *Lavoie v. Lacroix*, Superior Court, district of Bedford, Lynch, J., Jan. 14, 1892, the Court held that where the sale of movables under writ of execution has been retarded by an opposition filed by the defendant, and the day fixed for the return of the writ has passed without an order having been obtained from the Court or Judge extending the return day, the seizure lapses. The same thing was held by the Court of Review, Montreal, in *Fletcher v. Smith*, 2 Leg. News, 117.

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In *Beaulne v. Fortier*, noted in the present issue, Mr. Justice Taschereau made an announcement which requires the attention of the bar. The plaintiff asked for leave to sue *in formâ pauperis*, in an action for alimentary allowance. His Honor remarked that formerly these actions were always brought in the Circuit Court, which had the effect of preventing large costs, which the parties could ill afford to pay. He added that after consultation