glyphics, which, when deciphered, are neither English nor French; and, what is worse, they find sometimes nothing of what the witnesses said; and some cases are known to have been lost, in appeal, for want of evidence which had in fact been adduced. The system of paying so much for 100 words is destroying the whole value of that mode of evidence. The profession has to deal with writers who have no other object than making the most of their profession, *at so much per* 100 *words*. Even if the writers should know how to take down the substance of the facts, their interest leads them to put in all the idle conversation and trash going on between a lawyer and a witness. The judge has to read three or four pages to find out *one* fact, and he is worried to desperation when a bushel of paper is brought to him, and he has a needle to find in it. When the case goes to appeal, the whole of that imponderable and volatile matter has to be printed at full costs, and the judges of appeal have to be worried, in their turn, with that airy kind of evidence; and if the case reach the Supreme Court or the Privy Council, in England, the legion of empty words has to be printed over again, carrying all through the same weariness and infliction upon the judges and lawyers, with renewed expense for the parties.

Unless the Government appoint official writers, who will have no interest in crowding records with a useless mass of paper, the system must be given up altogether. In the meantime there is a remedy. The judge might take notes of evidence himself, and this should be done until official short-hand writers are appointed.

This is our quota of suggestions for the present time. D.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 20, 1881.

DORION, C. J., MONK, RAMSAY, CROSS, BABY, JJ.

EDMOND LAREAU et al. (plffs below), Appellants, and LA SOCIETE PERMANENTE DE CONSTRUCTION JACQUES CARTIER (defdt. below), Respondent.

Building Society—Purchase of real estate—Ultra vires transactions—Sec. 10 *of Cap.* 69 *C.S.L.C.*

The present appeal was from a judgment of the Superior Court, Montreal, (Torrance, J.) April 30, 1880, dismissing plaintiffs' action.

The judgment of the court below was as follows:—

"The Court, etc....

"Considering that by the terms of the Consolidated Statutes of Lower Canada, chap. 69, s. 10, the defendants were empowered to accept the real estate described in the deed of sale and lease of date 29 January 1874, as a security for the sum of $2200, to be repaid as set forth in the deed of lease; seeing therefore that the action of plaintiffs is not founded in law;

"Doth reject said motion and plaintiffs' action and demand, with costs distraits to Messrs. Loranger & Co., attorneys for defendants."

The defendants are a body corporate and politic as a building society for raising by monthly and periodical subscription a stock or fund, to enable each member to receive the value of his share therein for the purpose of erecting or purchasing one or more dwelling houses. The society has no power to purchase real property for its own benefit, but may take and hold real estate mortgaged for payment of debts due to the corporation. On the 29th January 1874, by deed of sale, before Frechette, N. P. the *Société de Construction Jacques Cartier* bought from S. & A. Legault for the sum of $2200, a property situated in the City of Montreal. It was purely and simply a deed of sale, "les "vendeurs reconnaissant avoir reçu présente- "ment le prix de vente." On the same day the Society leased the same property to S. & A. Legault for twelve years, for the price of $4356.80, payable in 154 instalments. A promise of sale is also contained in the lease after payment of instalments. In October 1874, S. & A. Legault, transferred and made over to the plaintiffs all their rights and obligations in the deed of lease. It was now claimed by the present action that the sale by Legault to La Société de Construction Jacques Cartier was null and void, said contract being *ultra vires*, not binding on the part of the parties, the society, by the statute, having no power at all to purchase real estate. On the other hand it was contended that defendants were empowered to accept the real estate described in the deed of sale of date 29th January 1874, as a security for