

society, providing for a distribution of lots of land among its members, is not a lottery within the meaning of Ch. 95 of the Consolidated Statutes of Canada, or article 1927 of the C. C.—*La Société de Construction du Coteau St. Louis v. Villeneuve*, C. C., p. 309.

Transfer.—The non-signification of a transfer cannot be the subject matter of an appeal from a judgment in an *ex parte* case.—*Stanley & Hanlon*, Q. B., p. 75.

Tripartite Community of Property.—1. A tripartite community is dissolved by the death of the second wife who dies without leaving any minor children, and therefore the third share of the second wife is an immovable purchased during the existence of such tripartite community is a *propre* of the issue of such second marriage.—*Francoeur & Mathieu*, Q. B., p. 288.

2. The surviving husband has no power to alienate such immovable after the death of the second wife.—*Ib.*

3. The purchaser of the rights of said issue, of age at the death of the mother, has a right to obtain a *partage* of said immovable.—*Ib.*

Trouble.—The production of a registrar's certificate showing that mortgages are registered against a property purchased, which mortgages do not appear to have been discharged, is sufficient to support a plea of fear of trouble under art. 1535, C. C., and in such case the balance of purchase money which the buyer has yet to pay on the property, is the only amount for which he can claim security.—*Parker v. Felton*, Q. B., p. 253.

Unpaid Vendor.—1. The unpaid vendor of moveables has a right under art. 1543, C. C., to demand the resolution of the sale, under the circumstances stated in that article, even after the expiration of the eight days allowed for revendication by art. 1998.—*Henderson & Tremblay*, Q. B., p. 24.

2. The 82nd section of the Insolvent Act has not taken away the right of the vendor to revendicate goods sold by him to the insolvent, and the price whereof has not been paid.—*In re Hatchette et al.*, & *Gooderham et al.*, S. C., p. 165.

3. The vendor of real property has a right to sue the purchaser for the price, notwithstanding that by the deed of sale the payment of such price was delegated in favor of a third party, so long as the delegation is not accepted.—*Mallette et al. v. Hudson*, S. C., p. 199.

Usufructuary.—A usufructuary has no power to sell all the sand that can be removed during five years from the land of which he has the usufruct; such a sale being equivalent to a sale of the land itself.—*Dufresne v. Bulmer*, S. C., p. 98.

Wages.—See *Insolvent Act*.

Wills.—1. The registration of a will creating substitution, after the six months following the death of the testator, is good as against all persons acquiring right since.—*Dufresne v. Bulmer*, S. C., p. 98.

2. Legal questions arising out of the construction of the terms of a will are regulated by the laws of the domicile of the testator where he makes his will.—*Noad v. Noad*, S. C., p. 312.

3. Under a clause in a will worded as follows: the legatee is simply a fiduciary legatee or trustee such as specified in Art. 869, C. C.:—"I hereby give and bequeath unto my brother, William S. Noad, \$3,000, which said sum I hereby direct to be invested by my executors in U. S. Government bonds, bearing interest, and the said bonds to be issued in his name and to be forwarded to him, to be used for the support of his family." But in the absence of fraud or collusion, the depository of such bonds or their proceeds (even though he knew the nature of the trust and the terms of the will) would be free of all responsibility or liability on returning the same on the order of the trustee.—*Ib.*

THE TOOLS OF THE LEGAL TRADE, AND HOW TO CHOOSE THEM.

[Continued from p. 199.]

In former times it was the function of a pro-face to impart to the reader some correct idea of the book to which it is prefixed. And, even at the present day, we have among authors more or less "old fogies" who cleave to the old plan. At what precise date the new method came into being, or by whom it was originated, I do not know. It seems to work admirably, and, as far as I can judge, it gains daily in popularity. Some three years ago, if my recollection serves me, and I write only from memory, there were two law journals—possibly more—whose editors put in a protest against carrying the plan so far as to reprint an English book with an altered title-page, if