

the damage cannot be asked by the same action. The first point was explained by the witnesses against the defendants' pretensions; and moreover, these parish municipalities did not exist in 1853, when the *procès verbal* was made. The prescription does not lie. Art. 1045 is what creates the prescription contended for; but it only applies to penalties enacted by by-laws; and art. 1051 expressly says that art. 1045 is not to apply to penalties recoverable under the Code itself; and further that they are recoverable in the same manner as penalties. The case cited as authority is no authority at all, but a mistake. Judgment for plaintiff. Penalty \$5 and \$10 damages; and costs as in action brought.

DECISIONS AT QUEBEC.

Will — Substitution — Registration. Jugé.—1. Qu'une disposition testamentaire par laquelle la testatrice déclare qu'elle entend que tous ses enfants partage ses biens avec égalité, mais qu'ils n'en auront que l'usufruit leur vie durant à titre d'alimens sans qu'il puisse être saisi, et que la propriété des dits biens est léguée aux héritiers respectifs de ses dits enfans, ne crée pas un legs d'usufruit et un legs de nue-propriété, mais comporte une substitution fidéi-commissaire en faveur des héritiers des enfans de la testatrice.

2. Que cette substitution, n'ayant pas été enregistrée, est sans effet envers les tiers, et l'appelante peut invoquer l'absence de cet enregistrement à l'encontre des intimés.

3. Qu'avant la promulgation du Code Civil, la douairière pouvait prendre son douaire subsidiairement sur les biens substitués à défaut d'autres biens libres de son mari, et que, dans l'espèce, l'appelante pouvait réclamer son douaire sur les biens dont son mari était grevé, privativement aux intimés, lors même que la substitution eut été valablement publiée ou enregistrée.

4. Que les intimés n'avaient point pris la qualité d'héritiers du grevé, et qu'ils ne pouvaient rien réclamer dans la propriété des biens qu'il possédait à ce titre, sans être ses héritiers.—*Morasse v. Baby*, (Q B.), 7 Q. L. R. 162.

RECENT ENGLISH DECISIONS.

Criminal Evidence — Confession procured by inducements held out by police officer.—Previously to being given in charge the prisoner was taken into a room where the prosecutor and an inspec-

tor of police were. The prosecutor then said to the prisoner, "He (meaning the police inspector) tells me you are making housebreaking implements; if that is so you had better tell the truth, it may be better for you." The prisoner then made admissions which contributed materially to his conviction upon an indictment for larceny. *Held*, upon the authority of decided cases, that these admissions were inadmissible after the inducement held out in the words "it may be better for you." [The cases referred to sustaining this decision were these: *Regina v. Baldrey*, 2 Den. C. C. 450; *Reg. v. Garner*, 1 id. 329; *Reg. v. Kingston*, 4 Car. & P. 387; *Reg. v. Walkley*, 6 id. 175; *Reg. v. Thomas*, 6 id. 353; *Reg. v. Sheppard*, 7 id. 579; *Reg. v. Jervis*, L. R. 1 C. C. R. 97; *Rex v. Bate*, 11 Cox C.C. 686; *Reg. v. Doherty*, 13 id. 23; *Reg. v. Zeigert*, 10 id. 555; *Reg. v. Reeve*, L. R., 1 C. C. R. 362.] *Crown Cas. Res.*, May 21, 1881. *Regina v. Fennell*. Opinion by Lord Coleridge, C. J. 44 L. T. Rep. (N. S.) 687.

Fraud — Misrepresentations of agent — Rescission of contract.—The defendant's son, acting for the defendant, and with the defendant's authority, represented that certain sheep which he sold to the plaintiff were all right. The defendant had fraudulently concealed from his son that the sheep had the rot, and fraudulently gave the son authority to sell them for the best price, intending that the son should represent that they were sound. *Held*, that the defendant was liable in an action to recover damages for fraudulent misrepresentation. Where a principal purposely employs an agent ignorant of the truth, in order that such agent may innocently make a false statement believing it to be true, and may so deceive the party with whom he is dealing, the representation by the agent becomes a misrepresentation by the principal so as to vitiate the contract. Judgment of Common Pleas Division affirmed. *National Exchange Company v. Drew*, 2 Macq. 145; *Cornfoot v. Fowke*, 6 M. & W. commented on. Ct. of App., Jan. 15, 1881. *Ludgater v. Love*. Opinions by Brett, L. J. and Lord Ch. Selborne. 44 L. T., Rep. (N. S.) 694.

GENERAL NOTES.

In the case of *Poulin v. Falardeau*, p. 317, read Sect. 125 for Sect. 135. On page 320, 2nd column, for "Payment" read Pagnuolo.

The decease of two members of the bar has to be chronicled this week. Mr. J. H. Filion, of Ste. Scholastique, died at the age of 51. Mr. E. G. Penny, the well-known journalist, who died on the 11th inst., was also an advocate,—a student, we believe, of the late Adolphus M. Hart,—but never relinquished his vocation of journalist to practice at the bar.