

The Legal News.

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DONATIONS BY MARRIAGE CONTRACT.

A decision of some interest has been given by the Chief Justice of the Superior Court at Quebec in the case of *Behan v. Erickson*. Erickson bought some household furniture in May, executed a marriage contract 18th of November, and 17 days after made an assignment under the Insolvent Act of 1875. By the marriage contract he made a gift of the furniture to his intended wife. The person who sold him the furniture sued Erickson for the price before the marriage, got judgment, and seized his own goods as well as other household effects on the 12th December. The wife then claimed the effects under her marriage contract. The Court holds that the man being insolvent at the date of the marriage contract, the donation thereby made was null and void, although there was no proof that the wife had any knowledge of the insolvency. Art. 1038 of our Code says: "An onerous contract made with intent to defraud on the part of the debtor, but in good faith on the part of the person with whom he contracts, is not voidable." As the wife here was in good faith, it appears by the present decision that a gift by marriage contract to the intended wife is not an onerous contract. This view was shown to be sustained by Troplong, Larombière, Demolombe, and in fact all the authors except Chardon.

TELEPHONE COMPANIES.

We give in the present issue a fuller report of a case, *Reg. v. Mohr*, briefly noted on p. 328, of Vol. 4, L. N., including the observations of Mr. Justice Ramsay, which have not before been published. The case is one of considerable interest, and illustrates the care with which charters must be drawn, in order to avoid constitutional difficulties. It is obvious that a good deal may be said in favor of the constitutionality of the Telephone Act in question. However, the judgment of the Queen's Bench upon the case reserved by Mr. Justice Cross is unanimous, and the decision will form a very important precedent.

THE LATE MR. PARSONS.

Theophilus Parsons, an author who is cited with almost equal respect in British, Canadian and U. S. Courts, died at his residence in Cambridge, Mass., on the 26th of February, in the 85th year of his age. Mr. Parsons, who was the eldest son of Chief Justice Parsons of Massachusetts, was born March 17, 1797. He was educated in Boston and at Harvard College. In 1817 he made a tour of Europe, and on his return, having completed his legal studies, he was admitted to the bar and began to practice in Boston. His practice was successful, especially in admiralty and insurance cases. In 1847 he accepted the Chair of Dane Professor of Law in Harvard University, his predecessor being Greenleaf, author of the well known work on evidence. Mr. Parsons retained his professorship until 1869, when he resigned in order to spend his declining years in the leisure and privacy of his home.

Mr. Parsons is best known to us by his numerous legal works, the most important of which is his "Law of Contracts," which has passed through many editions and is in general use as a text book. He was also connected with numerous literary ventures, besides writing several more important works, such as "Deus Homo," in answer to "Ecce Homo." Mr. Parsons was a Swedenborgian, and contributed largely to the *New Jerusalem Magazine*, a monthly organ of the Swedenborgian Church.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, January 31, 1882.

MACKAY, RAINVILLE, BUCHANAN, J. J.

[From S. C., Montreal.

BRUNET v. LEROUX.

Separation from bed and board—Communication of venereal disease—Mutual recrimination.

The communication of venereal disease by the husband to the wife is sufficient ground for granting a separation de corps et de biens.

Semble, where husband and wife accuse one another of ill treatment and grave offences, it is the duty of the Court, in the interest of morality and public order, to pronounce a separation de corps.

The judgment under review was rendered by the Superior Court, Montreal, (Taschereau, J.) Sept. 9, 1881.