

out of the general words, and happens to be unreasonable, then the judges are, in decency, to conclude that this consequence was not foreseen by Parliament."

The office of permanent principal or dean of McGill law faculty, as re-organized under the McDonald endowment, has been offered to Mr. N. W. Trenholme, Q. C., and accepted by him. This is a good selection, and augurs well for the success of what will now be really a school of law. The remuneration attached to the office is, we believe, the same as that received by Mr. Marsh, of the Toronto school, viz., \$4,000 per annum. The holding of this office involves the relinquishment of practice at the bar.

**COURT OF QUEEN'S BENCH —
MONTREAL.***

Insolvency — Claim against insolvent — Notes held as collateral security — Collocation.

Held:—(Reversing the judgment of the Court of Review, M.L.R., 2 S.C. 338), That a creditor who holds notes or merchandise as collateral security, is not entitled to be collocated upon the estate of his debtor in liquidation, under a voluntary assignment, for the full amount of his claim, but is obliged to deduct any sums he may have received from other parties liable upon such notes, or which he may have realized upon the goods; and it does not matter at what time such sums have been received on account, provided it is before the day appointed for the distribution of the assets of the estate on which the claim is made. *Thibaut-deau & Benning*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Jan. 25, 1889.

Quantum Meruit — Remuneration of Liquidator — Petition for Discharge.

Held:—1. That the Court, in taxing the remuneration of a liquidator to an insolvent company, will take into consideration the nature of the services rendered; and where it appeared that the services for the most part were such as might have been performed by any ordinary competent book-

keeper, it was held that \$7 per day was an adequate remuneration.

2. Where the liquidator petitioned for his discharge as liquidator, and it appeared that he had appropriated to himself, from the funds received, an amount exceeding the remuneration fixed by the Court, and the evidence did not disclose the exact amount in which he was indebted to the estate, the Court refused to grant his discharge, without fixing any amount to be paid by him as a condition of obtaining his discharge.—*Pender & Fitzgerald*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Nov. 27, 1888.

Sale — Agent — Quantum Meruit — Commission.

The appellant charged the respondent with the sale in his behalf of certain real property, and it was agreed that he should have three months to effect a sale. A few days before the expiration of the three months the appellant exchanged the property for another, owned by his brother-in-law, receiving \$4,200 to boot, and the brother-in-law sold the same property for \$10,700.

Held:—1. That the property having been alienated by the appellant before the expiration of the three months, the respondent was entitled to the usual commission of 2½ per cent. on the value obtained, although it did not appear that he had done anything to facilitate the disposal of the property.

2. That the exchange being an alienation equivalent to sale, the respondent was entitled to his commission upon the whole value, \$10,700, and not merely upon the \$4,200 received to boot.—*Carle & Parent*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Jan. 19, 1889.

Costs — Appeal on question of — Tender — Recovery of portion of amount sued for.

Held:—1. An appeal will be entertained on a question of costs where the Court below, in adjudicating on the costs, proceeded upon a wrong principle. (See *Prowse & Nicholson*, M. L. R., 5 Q. B., p. 151.)

2. The plaintiff sued for \$774 and the defendant tendered \$334, but without costs. The plaintiff proceeded with the suit for the whole amount, and the tender was held suffi-

* To appear in Montreal Law Reports, 5 Q.B.