

DESPATCH OF BUSINESS.

The *Canadian Law Times*, referring to the Ontario Court of Appeal, and the fact that the court had not got through with the old cases before the approach of a new term, says the court occupied very much the position of a man whose next meal is about to be served before he has had time to digest the previous one. We concur in our contemporary's opinion that it is better the court should be relieved of the old *délibérés* before it undertakes to hear a long list of new cases. "Where there are arrears of business," remarks our contemporary, "the cases standing for argument must be delayed. The only question is, shall they stand on the docket unargued until the court has overtaken the arrears, and then be taken up and decided while the arguments are fresh in the minds of the judges? Or, shall they be argued, and then be allowed to lie untouched while the judges work off the arrears, and be disposed of after the lapse of a term, two, three terms, or perhaps a year from the day of argument? There is no question as to the expediency of the course to be adopted. There is no suitor who would not rather have his cause decided shortly after the argument, than after it had lain a long while waiting for its turn to be considered. There is no counsel who would not feel that his arguments had been better appreciated if judgment were delivered in the term following that in which his argument was heard, than if it had been delivered a year afterwards."

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, July 7, 1882.

TORRANCE, JETTE, GILL, JJ.

[From S. C., Montreal.

LARIN V. KERR.

Sale—Time of delivery—Demeure.

The demand was in damages, for breach of contract. On the 26th October, 1880, the defendant bound himself to deliver to the plaintiff fifty tons of hay in his yard as required, up to the 1st May, 1881, at \$13 per ton. The defendant received a protest from plaintiff on the 23rd May, demanding the hay still undelivered.

The defendant met the demand with two ob-

jections: First, the demand was too late, as the delivery was up to the 1st May, and no longer, and the price of hay on the 1st May was no higher, and there was no damage.

TORRANCE, J. I see no *demeure* in time, unless on the 29th April, 1881, when the defendant offered 32 bales, which were refused as not according to contract. But I see no proof as to what this quantity means in tons. No damage is proved, and the judgment is confirmed.

Longpré & David for plaintiff.

Kerr, Carter, & McGibbon for defendant.

COURT OF REVIEW.

MONTREAL, June 30, 1882.

JOHNSON, TORRANCE, GILL, JJ.

[From S. C., Montreal.

LA SOCIÉTÉ DE CONSTRUCTION JACQUES CARTIER V.

LAMARRE, and ROSS et al., opposants.

Registration.

The inscription was from a judgment of the Superior Court, Montreal, Mathieu, J., rendered March 27, 1882.

JOHNSON, J. The opposants were collocated in the report of distribution for a balance of price of sale as transferees. The plaintiff contested their right because their deed, registered by memorial, was defectively registered. The contestants, however, on the 19th August, 1874, before taking their hypothec on the property, themselves, caused the registration to be renewed. They must be held therefore to have taken their hypothec with full knowledge of what they themselves had done; and in their mouths, at all events, whatever questions others might raise, the objection is not to be received. The point, in any case, would only be a technical one. The form used is the form given in the Code of Procedure (appendix No. 26), and under Art. 2172 C.C. it was in time. The judgment which dismissed the contestation is confirmed with costs. The object of all registration is notice. A registration by one is as good as by another.

GILL, J., differed from the majority, being of opinion that the registration effected in this case was irregular and without effect.

Judgment confirmed.

Macmaster, Hutchinson & Knapp for opposants.
Longpré & Co. for plaintiff contesting.