

SUPERIOR COURT—MONTREAL.*

Donation—14-15 Vict., ch. 93—*Registration substituted for insinuation*—*Marriage contract containing appointment of heirs*—*Necessity of registration after death of person making appointment*—*Minors*.

Held:—1. Under 14-15 Vict., ch. 93, s. 4, the registration of a donation has the same effect as the insinuation thereof under the law previously in force, even as to donations registered before the passing of the Act and not insinuated; consequently the want of insinuation cannot be invoked against a donation contained in a marriage contract passed in 1842, which was duly registered during the lifetime of the donor, but not insinuated.

2. Children of the age of majority, who have either accepted their father's succession as universal legatees, or have concurred in the testamentary dispositions made by him of his estate by accepting the particular legacies made to them, are estopped from making any claim under his marriage contract at variance with the dispositions of the will.

3. Gifts made in a marriage contract, to take effect only after the death of the donor, such as an appointment of heirs, partake of the nature of wills; and consequently, in order to give effect to the appointment of heirs against third parties acquiring immovables in good faith from the legal heirs or legatees of the donor, it is necessary that the marriage contract containing the appointment of heirs be registered in the same manner as a will, within six months from the death of the person making the appointment, with a declaration of the date of his death, the names of the heirs, and a designation of the immovables affected and transmitted thereby.

4. The want of such registration can be invoked even against minors.—*Paré et al. v. Allan, Würtele, J., Dec. 10, 1890.*

Arrestation et détention illégales—*Domages*—*Maisons de désordre*.

Jugé:—1. Qu'il y a lieu à accorder des dommages exemplaires lorsqu'une personne en fait arrêter une autre pour tenir une

maison de désordre, et que cette dernière est acquittée de l'accusation, lorsque le plaignant avait cause probable de porter la plainte, mais que sans nécessité il demande spécialement l'arrestation du défendeur et son incarcération; ce fait indiquant malice de sa part.

2. Que néanmoins lorsqu'il y a cause probable de porter la plainte aucun dommage résultant du procès ne sera accordé.—*Labelle v. Versailles et al., Würtele, J., 12 déc. 1890.*

Louage—*Journal politique*—*Direction politique*—*Résiliation*.

Jugé:—1. Que dans un contrat de louage d'un journal, organe d'un parti politique, la condition que le locateur se réserve la direction politique du journal et la nomination de son rédacteur en chef est une clause essentielle du contrat, dont la violation entraîne la résiliation du bail.

2. Que le fait du locataire de refuser d'employer comme rédacteur en chef celui qui est nommé par le locateur, et de le remplacer par une personne professant des opinions contraires au parti politique dont le journal était l'organe, est une violation des conditions du bail suffisante pour le faire annuler.—*Compagnie d'Imprimerie, etc., v. Berthiaume, Gill, J., 20 déc. 1890.*

Alimentary allowance, Seizure of—*Judgment granting provisional alimentary allowance to wife*—*Art. 558, C. C. P.*

Held:—That a provisional alimentary allowance, granted by the Court to a wife during the pendency of her suit against her husband for separation *de corps et de biens*, is an "alimentary debt" within the meaning of Art. 558, C. C. P.; and an alimentary allowance payable to the husband under the will of his father, may be seized therefor, though declared *insaisissable* by the will.—*Perrault v. Masson, in Review, Gill, Loranger and Davidson, JJ., Dec. 30, 1890.*

Carrier—*Custody of baggage after arrival at place of destination*—*Responsibility*—*Burden of proof*—*Evidence of value*—*Arts. 1063, 1071, 1872, 1200, 1672, 1675, 1802, 1815, C. C.*

Held:—1. A carrier who retains the custody of baggage after it has reached the place

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