

The Legal News.

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In the section of Mr. Justice Mackay's work published this week, treating of the interest of the insured, the author touches upon the much controverted question recently decided in *National Ass. Co. of Ireland & Harris*, M. L. R., 5 Q. B. 345, and referred to *ante*, p. 89. The earlier case of *Black & National Insurance Co.*, 3 Leg. News, 29; 24 L. C. J. 65, was one in which Mr. Justice Mackay's opinion was overruled by the Court of Appeal. As this question cannot be considered finally settled until a higher Court shall have passed upon it, we have allowed the section to stand as it was written.

A resolution moved by Mr. Blake on the 29th April last, and which was unanimously agreed to by the House of Commons, makes an important suggestion on the subject of disallowance of provincial Acts. The resolution was in the following terms:—"That it is expedient to provide means whereby, on solemn occasions touching the exercise of the power of disallowance, or of the appellate power as to educational legislation, important questions of law or fact may be referred by the Executive to a high judicial tribunal for hearing and consideration, in such mode that the authorities and parties interested may be represented, and that a reasoned opinion may be obtained for the information of the Executive." The judicial opinion is not to be binding upon the Executive, nor to relieve it of responsibility to Parliament, but is intended only for the information of the Government. The resolution was accepted by the Ministerial side, and a measure will at some future time be submitted to Parliament in accordance with it.

CIRCUIT COURT.

MONTREAL, April 8, 1890.

Before WURTELE, J.

THE WILLIAMS MANUFACTURING COMPANY

v.

WILLOCK.

Lessor and lessee—Privilege of lessor—Pledge—Article 1619, C. C.

HELD:—1. *That the privilege of the lessor subsists so long as there has been no displacement of the moveable effects subject to it, or no removal of them out of his possession, and for eight days after such displacement or removal. It subsists on effects which the lessor, with the consent of an outgoing tenant, takes into his own possession as security for the amount due for rent.*

2. *A person in possession, ostensibly as owner, of a thing may validly give it in pawn, when the pledgee receives it in good faith, believing it to belong to his debtor.*

WURTELE, J.—The plaintiff seeks to revendicate a sewing machine from the defendant, alleging that it belongs to the company and that the defendant unlawfully retains it.

The defendant does not deny the plaintiff's ownership, but alleges that he had leased a parlor and a bedroom in his house on Bleury street to one William Hodgson, that Hodgson left the rooms on the 1st of May last, owing him \$7.50 for arrears of rent, that the sewing machine was brought into, and was kept in, the rooms by Hodgson during his occupation, that it was affected by the lessor's privilege, and was given to him by Hodgson, when he left, as security for the balance of rent then due, and that he was willing to surrender it on the payment of such balance.

It appears that the sewing machine belonged to the plaintiff and had only been leased to Hodgson.

The plaintiff contends that the defendant lost the lessor's privilege upon the sewing machine by having taken it into his possession without judicial process, and that he had no right to take and hold it in pawn as it belonged to the plaintiff and had only been leased to Hodgson.

The defendant denies these pretensions and maintains that he still has his lien as a