intimation of these proceedings, and the present action was instituted to recover $1,600 as damages for the acts of the Appellant who, after transferring her claim to them, had levied some $1,600 by execution against the property of Sir Percy Cunningham.

To this action the Appellant pleaded, by peremptory exception, that the assignment was made for the purpose of enabling the respondents to bring an action against Cunningham and his wife in England, and that the only sum intended to be permanently transferred was the sum of $200, paid by the respondents in discharge of the mortgage on the land named in the assignment.

The case proceeded to judgment without any evidence being adduced on the part of the defendant, except answers to interrogatories on *faits et articles*, but before judgment the plaintiffs limited their *demande* to $200, with interest from the time they had paid this sum, and judgment went in their favor accordingly. The defendant now appealed, contending that the assignment was illegal and could not be enforced, and that she had only received from the proceeds of the Sheriff's sale the sum of $100, less the costs.

The judges of the Court of Appeals (Duval, C.J., Meredith, Drummond, Mondelet and Polette, JJ.,) were unanimously of opinion that there was no error in the judgment of of the Court below, and that it must be confirmed with costs.

*Felton & Griffith*, for Appellant.
*Sanborn & Brooks*, for Respondents.

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Quebec, June 19th.

(Duval, C.J., Aylwin, Meredith, Drummond, and Mondelet, JJ.)

WOODMAN, and GENIER, (Montreal case,) Preliminary exception rejected.

Quebec, June 20th.

(Duval, C. J., Aylwin, Drummond, Mondelet and Badgley, JJ.)

O'NEILL, and THE MAYOR OF QUEBEC, Judgment confirmed.

(Duval, C. J., Aylwin, Drummond, and Mondelet, JJ.)

BELL and STEPHEN, confirmed.

BROWN and LOWRY, confirmed.

LAROCHELLE and MAILLOUX, reversed.

LEPAGE and STEVENSON, confirmed.

KEMPT and LETELLIER, confirmed, Drummond, J., dissenting.

KEMPT and LAMONTAGNE, confirmed, Drummond, J., dissenting.

BETTERSWORTH and HOUGH, confirmed.

BLAIS and BLOUIN, confirmed.

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## RECENT ENGLISH DECISIONS.

### CHANCERY APPEAL CASES.

*Incomplete Gift—Parol declaration of Trust.*—A father put a cheque for £900 into the hand of his son of nine months old, saying, "I give this to baby for himself," and then took back the cheque and put it away. He also expressed his intention of giving the amount of the cheque to the son. Shortly afterwards the father died, and the cheque was found amongst his effects:—*Held*, under the circumstances, that there had been no gift to or valid declaration of trust for the son. Jones *v.* Lock, Ch. Ap. 25. Lord Cranworth said: "It was all quite natural, but the testator would have been very much surprised if he had been told that he had parted with the £900, and could no longer dispose of it. It all turns upon the facts, which do not lead me to the conclusion that the testator meant to deprive himself of all property in the note, or to declare himself a trustee of the money for the child. I extremely regret this result, because it is obvious that, by the act of God, this unfortunate child has been deprived of a provision which his father meant to make for him."

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BILLS WITHDRAWN.—Owing to the pressure of business at the end of the session, the bill for the establishment of public libraries, and also the bill for doing away with public executions, to which we have before alluded, were not carried through, and were withdrawn.

THE COUNTY OF TWO MOUNTAINS.—Mr. Daoust, M.P.P., the defendant in the case of *Regina v. Daoust*, reported in the last number of the *Journal*, resigned his seat as representative of the County of Two Mountains in the Legislative Assembly, on the 6th of July last, but has since been re-elected by his constituents.