*SUPERIOR COURT—MONTREAL.**

Lessor and lessee—Obligations of lessor—Arts. 1613, 1614, 1641, *C.C.—Damage caused by fall of leased premises—Art.* 1055, *C.C.—Married woman—Action for personal injuries.*

Held :—1. In an action brought by a married woman in this province it will be presumed that she is common as to property with her husband, in the absence of proof of her matrimonial domicile or of the law which regulates it.

2. Following *Waldron & White*, M.L.R., 3 Q.B. 375. A married woman, common as to property, may bring an action in her own name, authorized by her husband, for personal injuries.

3. The owner of a building is responsible for damages caused by the falling or giving way of a portion of it, where the accident occurs either from want of repairs, or from a defect in its construction.

4. The obligation of the lessor towards the lessee is similar to that of the owner.

5. The wife of the lessee is entitled to invoke the conditions of the lease, or the obligations arising from the relation of lessor and lessee, in an action for personal injuries suffered by her from the defective condition of the leased premises.—*Simmons* v. *Elliott*, Tait, J., June 28, 1889.

Sale of immovables—Pour parlers—Remedy of Vendor—Folle enchère.

Held :—Where the conditions of a sale of immovable property have been settled or practically settled between the parties, but the interval between the pour parlers and the preparation of the deed of sale is so long as to change the conditions, there is no longer the consent necessary to complete the contract of sale.

Semble, that the vendor of immovable property, on the refusal of the buyer to carry out the contract, cannot sell the property at at the *folle enchère* of the buyer, and claim the difference of price from such buyer as damages.—*Pepin* v. *Seguin*, de Lorimier, J., Nov. 2, 1889.

* To appear in Montreal Law Reports, 5 S.C.

Insolvency—Unpaid vendor—Privilege—Delays —Arts. 1998, 2000, *C.C.*

Held :—That the privilege granted to the unpaid vendor by Art. 2000, C.C., can be exercised only within 15 days from the date of sale, in cases of insolvency.—*In re McDougall, Logie & Co., & Riddell, & Leyendecker*, Gill, J., June 30, 1888.

Taxation of Costs—Notice to adverse party— Art. 479, *C.C.P.—Execution for part of judgment—Art.* 581, *C.C.P.*

Held :—That the practice under the ordinance of 1667, tit. 33, requiring notice to the adverse party of taxation of costs, was not affected by the passing of 20 Vict. ch. 44, s. 90 (C.S.L.C. ch. 83, s. 151), reproduced in Art. 479, C.C.P., and such notice is still required.

2. (Johnson, J., diss.) That an execution bad for part is bad for the whole : and so where an execution issued for debt, interest and costs, and it appeared that the costs had not been regularly taxed, the execution was annulled on opposition *afin d' annuler.—Scott* v *McCaffrey et vir*, In Review, Johnson, Taschereau, Wurtele, JJ., Dec. 29, 1888.

COURT OF QUEEN'S BENCH.

MONTREAL, Nov. 22, 1889.

Coram DORION, Ch. J., TESSIER, BABY, CHURCH, BOSSÉ, JJ.

ROBIN dit LAPOINTE, appellant, and BRIÈRE, respondent.

Motion for substitution—Costs.

The respondent moved for substitution of attorney.

The appellant contested, and, as to costs, contended that the costs of the motion should be against the party presenting it.

The Court held that the costs must be costs in the cause, and follow the event of the suit.

Prevost & Bastien for appellant.
C. L. Champagne for respondent.