LORANGER, TORRANCE, JETTE, JJ.

BETHUNE et al. v. CHARLEBOIS.

[From S. C., Montreal.

Prescription—Arrears of rentes constituées—Proof of interruption of prescription.

The judgment under review was rendered by the Superior Court, Montreal, Mackay, J., noted at p. 13 of this volume.

The judgment had simply maintained the defendant's tender of five years' arrears of *rentes*, and had held all previous to the five years to be prescribed.

In Review, this judgment was reformed. The prescription applicable to arrears of *cens et rentes* (now *rentes constituées*) before the Code was held to be the thirty years prescription, and since the Code that of five years. The plaintiffs were therefore allowed all arrears before the Code, besides the five years' arrears tendered. On the question of interruption, the Court of Review confirmed the judgment of the Court below, that interruption of prescription as respects arrears amounting in the aggregate to more than $50, cannot be proved by verbal testimony.

M. B. Bethune, for plaintiffs.

Geoffrion & Co., for defendant.

RECENT ENGLISH DECISIONS.

Shipping and Admiralty.—1. A ship having been illegally arrested and brought back to port while on a voyage, on a warrant, *held*, that a new warrant to detain her, sued out by parties acting in the interest of the previous plaintiffs, was illegal, and must be vacated.—*Borjesson* v. *Carlberg*, 3 App. Cas. 1322.

2. A foreign ship, while on her voyage from a Scotch port, but still within the land jurisdiction, was arrested on an action, and brought back and dismantled, without the consent of the captain. *Held*, invalid.—*Borjerson* v. *Carlberg*, 3 App. Cas. 1316.

Slander.—An editor had been convicted of stealing feathers and had been sentenced to twelve months' penal labor as a felon, which sentence he had duly served out. Afterwards a brother editor called him a "felon editor," and justified by asserting the above facts. Replication, that as he, the convict, had served out his sentence, he was no longer "felon." On demurrer, *held*, a good reply.—*Leyman* v. *Latimer*, 3 Ex. D. 352; s. c. 3 Ex. D. 15.

Solicitor.—1. W. held a mortgage for £4,600 on land, and made a further advance of £400 on condition that an adjoining piece of subsequently acquired land should be included in the mortgage. A lien on this piece for £46 was overlooked by W.'s solicitor, and W. had to pay this sum to clear the title upon a sale of the property. *Held*, negligence in the solicitor, and the measure of damages was £46.—*Whiteman* v. *Hawkins*, 4 C. P. D. 13.

2. Where a suit was compromised, and each party was to pay his own costs, the plaintiff complained that, by the negligence of his solicitor, his costs had been unnecessarily increased. *Held*, that such a question could not be considered on a motion for taxation of costs.—*The Papa de Rossie*, 3 P. D. 160.

3. The undertaking of a solicitor to conduct the matters of a creditor in bankruptcy proceedings is not necessarily an entire contract on which, according to the old rule, he may receive nothing except actual disbursements, until the business is finally concluded.—*In re Hall*, 9 Ch. D. 538.

Tax.—A stamp duty on insurance policies, with a provision that the policies may be declared void if the stamp is not affixed, is not a direct tax. Calling it a "licence" does not change its character.—*Quebec* v. *Queen Ins. Co.*, 3 App. Cas. 1090.

Trademark.—W. was an English cotton manufacturer, G., a merchant in Rangoon, and R., a commission merchant at Manchester. They made an agreement by which W.'s goods should be shipped through R. to G., and introduced into India. W. was to pay G. a commission, and G., in turn, allowed R. one. R. superintended the bleaching and finishing of the goods, but at W.'s expense. They agreed on a mark to distinguish the goods. This was made up of R.'s arms and name, a symbol of an elephant before used by G., and some lettering purporting to have come from W. The arrangement was quite new. After seven years' business under these arrangements, W. ceased sending goods through R., and sent them through F., who retained the same device, except that the name of F. stood in place of that of R. R. continued to export, using the old device. On cross-actions for injunction, *held*, that nobody was entitled to the exclusive use of the device