

C.C., under the title of Transactions, were applicable to the agreement made in respect to the first dam, and that there was sufficient evidence in the case to dispose of the action by a judgment for the plaintiff. RITCHIE, C.J., and TASCHEREAU, J., dissenting.

Patterson, J., being of opinion that as the principal ground of appeal was to have the case sent back to the Court of first instance for further evidence, he would agree with the dissenting judges not to do more for the plaintiff.

Appeal allowed with costs.

Laflamme, Q.C., for appellant.

Geoffrion, Q.C., and *Beaudin* for respondent.

PIGEON v. RECORDER'S COURT.

Prohibition—By-law respecting sale of meat in private stalls—Validity of—37 Vict. c. 51, s. 123, sub-sec. 27 and 31 P.Q.—Intra vires of Provincial Legislature.

The Council of the City of Montreal is authorised by sub-sections 27 and 31 of s. 123 of 37 Vict. c. 51, to regulate and license the sale in any private stall or shop in the city, outside of the public meat markets, of any meat, fish, vegetables, or provisions usually sold on markets.

Held, affirming the judgments of the Court below, that the subsections in question are intra vires of the Provincial Legislature, and that a by-law passed by the City Council under the authority of the above-named sub-sections, fixing the license to sell in a private stall at \$200, is valid.

Appeal dismissed with costs.

Geoffrion, Q.C., and *Madore* for appellant.

Ethier for respondent.

DAVIS v. KERR.

Tutor and minor—Loan to minor—Arts. 297 298, C.C.—Obligation void—Personal remedy for monies used for benefit of minor—Hypothecary action.

Where a loan is improperly obtained by a tutor for his own purposes, and the lender, through his agent, has knowledge that the judicial authorisation to borrow has been obtained without the tutor having first submitted a summary account, as required by art. 298, C.C., and that such authorisation is

otherwise irregular on its face, the obligation given by the tutor is null and void.

The ratification by the minor, after becoming of age, of such obligation, is not binding if made without knowledge of the causes of nullity, or illegality of the obligation given by the tutor.

If a mortgage granted by a tutor, and subsequently ratified by a minor when of age, is declared null and void, an hypothecary action brought by the lender against a subsequent purchaser of the property mortgaged will not lie.

A person lending money to a tutor, which he proves to have been used to the advantage and benefit of the minor, has a personal remedy against the minor, when of age, for the amount so loaned and used.

Appeal allowed with costs.

Laflamme, Q.C., for appellant.

Hutchinson for respondent.

[Oct. 9, 1888.]

WYMAN v. IMPERIAL INSURANCE CO.

Fire insurance—Insurable interest—Mortgagee—Assignment of policy.

In 1877, T. held a policy of insurance on his property, which he mortgaged to W. in 1881, and an endorsement on the policy, which had been annually renewed, made the loss payable to W. In 1882 T. conveyed to W. his equity of redemption in the property, and a few months after, at the request of W. an endorsement was made on the policy, permitting the premises to remain vacant. The policy was renewed each year until 1885, when all the policies of the insurance company were called in, and replaced by new policies, that held by W. being replaced by another in the name of T. to which W. objected, and returned it to the agent, who retained it. The premiums were paid by W. up to the end of 1886.

The insured premises were burned, and a special agent of the company, having power to settle or compromise the loss, gave to W. a new policy in the name of T., having the vacancy permit, and an assignment from T. to W. endorsed thereon, and containing a condition not in the old policy, namely, that all endorsements or transfers were to be authorised by the office at St. John, N.B., and signed by the general agent there. The company having refused payment,