

*Insurance, Life—Amount payable to wife—Divorce, Effect of.*

*Held*:—Where an insurance is effected upon the life of the husband, the amount whereof is payable to his wife on a date named in the policy or on the previous death of the husband, and the parties are subsequently divorced, the wife ceases to have any claim to the amount of the policy, which reverts to the husband.—*Hart v. Tudor*, Gill, J., Montreal, Dec. 12, 1892.

*Absence—Partage—Art. 104, C. C.*

*Jugé*:—Celui qui était absent lorsqu'une succession testamentaire s'est ouverte en sa faveur et en faveur d'autres co-héritiers, et qui est encore absent, doit être écarté du partage des biens de la succession.

2. Dans ce cas, les héritiers présomptifs de l'absent sont sans droit à prétendre concourir au partage pour la part de ce dernier.—*Lawlor v. Lawlor et al.*, Gill, J., Montréal, 26 déc. 1892.

*Partnership—Action against secret partner—Art. 1836, C. C.*

*Held*:—Where a person though not a registered member of a firm, must nevertheless be deemed to be a partner by reason of a private agreement involving participation by him in the profits and contribution to the losses of the firm, such person may be sued for a debt of the firm jointly and severally with the registered partners.—*Carter v. Grant*, Taschereau, J., Montreal, Dec. 5, 1892.

*Procedure—Service—Person residing at hotel—Art. 57, C. C. P.*

*Held*:—When the defendant resides at a hotel, the servants and employees of the hotel are persons belonging to his family within the meaning of Art. 57, C. C. P., and service effected at the hotel, speaking to an employee, is a good service.—*Bastien v. Kennedy*, Montreal, Doherty, J., June 24, 1892.

*Promissory note—Warrantor—Protest.*

*Held*:—A warrantor (*donneur d'aval*) occupies the same position as an endorser, and is discharged by omission to protest. Hence a declaration in an action against a warrantor which does not allege that the note was protested is demurrable.