

Gregory, claimed this sum from the uncles and aunts of the child, and his claim not being admitted by them, he ceded his rights to Alexandre Vallée, the plaintiff, who brought the present action.

The defendants pleaded that the sum claimed from them was a *propre* which Mr. Gregory could not inherit from his son. They also alleged that the transfer by Gregory to the plaintiff had not been legally signified.

The Superior Court maintained the plaintiff's action, on the ground that the testator could not by his last will and testament constitute a sum of money a *propre*, and that the legacy in question was a moveable. The defendants appealed.

DUVAL, C. J., said they were all of opinion that the judgment must be reversed for the reasons stated in the *Considérants*.

BADGLEY, J., said it was quite clear that the testator intended his property to be equally distributed among his children, and it was also clear that he wished the husbands of the daughters to participate.

DRUMMOND, and MONDELET, JJ., concurred.

The *Considérants* of the judgment are as follows:—

Vu que E. M. Leprohon, par son testament fait et reçu par le Leblanc et contrère, N. P., à Montréal, le 24 Mars 1856, a entre autres legs et dispositions solennelles, ordonné comme condition absolue du legs universel y contenu, que tous les deniers qui se trouveraient dans la succession après les dettes et charges payées, seraient propres aux enfants du testateur, et seraient employées en achat d'héritages et de parts de Banques qui seraient également propres aux dits enfants en vertu du dit testament. Considérant que la réclamation du demandeur est fondée sur une cession transport à lui consenti par Gregory, père du mineur enfant et légataire du testateur, lequel Gregory prétend avoir hérité en sa qualité de père du dit mineur des deniers par lui cédés et transportés: Considérant que les deniers ainsi transportés sont partie des deniers legués par le testateur sus nommé au dit mineur Louis Gregory, et d'après les dispositions contenues dans le susdit testament doivent être distribués comme biens propres dans la succession du dit enfant

mineur, et en conséquence que le dit Gregory comme père du dit enfant, n'a pas hérité des dits deniers et n'a pu les transporter au demandeur: Considérant en conséquence que dans le jugement, il y a erreur, &c. Judgment reversed, and action dismissed.

Lafrenaye & Armstrong, for the Appellants.

Leblanc, Cassidy, & Leblanc, for the Respondents.

RECENT ENGLISH DECISIONS.

Winding up—Contributory.—A. on being invited to become a director of a banking company about to be established gave a verbal assent, provided he should be satisfied that a certain proportion of the capital had been subscribed, and that certain persons named in the prospectus as directors would actually join the board. He attended one board meeting, and so far took part in the business as on that occasion to sign a cheque together with one of the directors. On receiving, a few days afterwards, a letter of allotment of the shares necessary to qualify him, he at once returned it, declining at the same time to act as director, as he was not satisfied upon the two points stipulated for by him. The secretary wrote back, stating that A's "resignation" had been accepted. A. had nothing more to do with the bank.

Held, that he was not liable as a contributory. *Austin's case*, Law Rep. 2 Eq. 435.

Set-off—Banker's Lien.—A. being indebted to bank B. for advances, handed to them certain marginal receipts of bank C. for £2000, representing deposits lodged there until advice of payment of certain bills on a firm at Bombay, and discounted by A. with that bank; the course of dealing being for bank C., upon receiving the bills, to pay over to A., or place to his credit in his banking account, less than the full discount value of the bills, retaining the difference as a security for payment in full at maturity of the discounted bills. When advised that the bills had been paid in full, the bank was in the habit of carrying over the retained margin to the credit of A. in his general banking account. Notice of A's assignment of the marginal receipts was given