ried man in the lap of a married woman not his wife—are simple acts of indiscretion, and very frequently indulged in in social intercourse in these modern times. I do not believe that society has become so degenerate. It is incredible to suppose that such acts are regarded as common events, or of constant occurrence, and considered of slight or no importance with respect to character or consequent influence upon the individual indulging therein. Nor do I believe that they have become so open or notorious at Asbury Park where these parties lived, as to be the subject of constant observation by every visitor or beholder. I speak of this not to defend the people of Asbury Park, but for the purpose of showing that if social intercourse in Asbury Park has become so cyprian in its character as to regard the acts referred to as of slight consequence, counsel for defendant would have had no difficulty in proving to the court the multitudinous cases which he declared were daily taking place. The fact that there is an utter failure in this behalf shows beyond disputation that Asbury Park is not in any sense subject to the unworthy charge."

COURT OF QUEEN'S BENCH—MONTREAL.*

Composition agreement—Not signed by all the creditors—Novation—Option—Tender.

Held:—That where an agreement of composition is prepared, by which the creditors agree to accept a composition on the amount of their respective claims, and the agreement is not signed by all the creditors as was contemplated, and it does not appear that those who signed, individually intended to compound for the amount of their respective claims independently of the other creditors, novation is not effected of the claim of a creditor who signed the agreement, but who subsequently refused to accept the composition, and did not in fact receive the same.

2. That even supposing the composition agreement to be binding, the curator to the judicial abandonment subsequently made by the debtor was bound, in his tender, to give the creditor the benefit of the option contained in the agreement, viz., satisfactory endorsed notes for 40 cents on the dollar, or 35 cents in cash, and in contesting the creditor's claim for the amount of the original debt, was bound to repeat the tender with option as above stated.—*McDonald & Seath*, Dorion, Ch. J., Cross, Baby, Church and Bossé, JJ., Nov. 20, 1889.

Suretyship—Bond—Donation by surety.

Held:—That where a bond has been given to the Crown for the fidelity of a public officer, no claim exists against the surety so long as the person whose fidelity is assured has not made default. Therefore a sale or donation made by the surety of all his property and effects, *after* the date of the contract of suretyship, but *before* any default has occurred, will not be revoked at the instance of the Crown, in the absence of proof that any claim against the surety resulting from the bond existed at the date of the donation.—*Marion & Postmaster-General*, Dorion, Ch. J., Tessier, Baby, Church, Bossé, JJ., Jan. 22, 1890.

Receipt—Valuable security—R. S. Canada, ch. 173, s. 5.

Held:—(Cross, J., *diss.*), That a receipt or discharge of a debt is not a valuable security under chapter 173 of the Revised Statutes of Canada, and that the obtaining of such a receipt or discharge by means of violence or threats of violence, is not a felony coming within the 5th section of the Act.—*Reg.* v. *Doonan*, Dorion, Ch. J., Tessier, Cross, Baby Doherty, JJ., March 26, 1890.

Banking Act, 34 Vict. (D), Ch. 5, secs. 26, 58—Double liability—Responsibility of pledgees of stock—Savings Bank—34 Vict. (D), ch. 7, secs. 17, 18, 19.

Held:—(Affirming the judgment of JOHNSON, J., M. L. R., 2 S. C. 51), 1. That a Savings Bank, holding bank shares as pledgee, and appearing as owner on the books of the bank, is not the owner of such shares within the meaning of sect. 58 of the Banking Act, 34 Vict. (D), ch. 5, and therefore is not subject to the double liability.

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