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SERVITUDES.

One of the most interesting cases decided by the Court of Appeal during the present term is that of *Hamilton & Wall.* It was a question of the effect of certain words in a deed of sale,—whether a servitude *non edificandi* was actually constituted thereby. Hamilton sold to one Perrault a lot of land fronting on Donegani Street, in the city of Montreal, and in the deed, which was duly registered, was inserted the following clause: "Il est encore entendu, que "toute bâtisse qu'érigera le dit acquéreur sur le "dit terrain sera en ligne avec celle du dit "vendeur." At the date of this deed there existed on the vendor's adjoining lot a brick dwelling house, built thirty feet back from the line of Donegani Street. Perrault, the following year, sold the lot to Wall, who bound himself to comply with all the prohibitions and restrictions in the deed to Perrault, but subsequently he commenced the erection of a dwelling house twelve and a half feet in front of the line which his *auteur* Perrault had undertaken to observe. Hamilton protested against the erection, and Wall persisting, Hamilton brought an action for the demolition of the building. The Court below considered that the clause cited above was not sufficient to establish a servitude, but this opinion has been reversed in appeal, one Judge differing, and the demolition of Wall's building ordered.

DECISIONS AT QUEBEC.

Several points of interest were decided in appeal at Quebec during the June term, and through the kindness of some members of the Court, we are enabled to present a brief abstract of them. In *Mills & Weare* the Court declined to send back a portion of the record, in order that the principal suit might be proceeded with, while an appeal was pending on the rejection of the *saisie-arrêt* before judgment. In *Rheaume & Panneton*, the original lease contained a prohibition against subletting, subsequently there was a modification of the lease, and in the amended contract the clause containing the prohibition was dropped. This was held to be an abandonment of the restriction. The case of *H. & T.* shows that doctors will not be allowed to proclaim the maladies of patients who are remiss in making payment.

LIABILITY OF BANKS ON STOCK HELD AS COLLATERAL SECURITY.

A question of some importance to Banks was disposed of in the case of *The Railway & Newspaper Advertising Company & The Molsons Bank.* The Bank was sued for calls on some partially paid up stock which had been transferred to it as collateral security. There were several questions raised in the case, but the judgment of the Court below, relieving the Bank from liability, appears to have been confirmed on the ground that Banks are not liable for any calls which may be made on shares in other companies held by them as collateral security. The shares had not been transferred to the Bank on the books of the company plaintiffs, and it was contended that under section 34 of the Canada Joint Stock Companies' Letters Patent Act, 1869, under which the plaintiffs were incorporated, the Bank and the registered owner were jointly and severally liable. The clause is as follows: "No transfer of stock, unless "made by sale under execution, shall be valid "for any purpose whatever, save only as exhib-"iting the rights of the parties thereto towards "each other, and as rendering the transferee "liable, *ad interim*, jointly and severally with the "transferor, to the company and their creditors, "unless the entry thereof has been duly made "in such book or books." But the Court held that the case came under section 44 of the Act: "And no person holding such stock as "collateral security shall be personally subject "to such liability; but the person pledging "such stock shall be considered as holding the "same, and shall be liable as a shareholder "accordingly."

At the beginning of this year, case-law in the United States was rerespented by the immense number of 2,823 volumes of reported decisions.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

SIR A. A. DORION, C. J., MONK, RAMSAY, TESSIER, and CROSS, J J.

QUEBEC, June, 1879.

MILLS and WEARE.

Procedure—Appeal—Motion to send back portion of record to Court below while Appeal is pending.

The action was instituted with *saisie-arrêt* before judgment. The defendant moved to reject the *saisie-arrêt*, and was successful in the Court of Review. The plaintiff appealed, and now moves to send back certain portions of the record to the Court below, in order that he may proceed on the principal action, pending the appeal, and he offers to substitute copies for the papers so sent back.

The majority of the Court were of opinion that the order should not be given, on the ground of the difficulty of establishing a uniform rule on the subject.

TESSIER, J., (*diss.*,) thought it was discretionary with the Court to grant such an order, and that where no inconvenience was likely to arise, the order should go.

CROSS, J., while disposed to grant the application, would not, however, dissent on the question, which was a question of opportunity and procedure.

Motion rejected.

LEBEL and PACAUD.

Saisie-Conservatoire—Contesting affidavit by exception à la forme.

Motion for leave to appeal.

The action began by *saisie-conservatoire*. Defendant met the affidavit by *exception à la forme*, which was dismissed as not being the mode indicated by the Code for attacking the affidavit. The party moving cited *Leslie & Molsons Bank*, 12 L. C. R., p. 265.

The Court, without expressing any opinion as to whether the Code had altered the law since the decision referred to, refused leave to appeal, on the ground that the party moving had a more expeditious mode of proceeding than by *exception à la forme*, and that therefore nothing but delay would result from granting the appeal.

Leave to appeal refused.

BOURKE and LANGLOIS.

Writ of Possession—Adjudicataire.

Held, that the *adjudicataire* may have a writ of possession after the year and day from the adjudication.

H*** and T*****.

Physician—Publication of patient's malady in action for services.

Held, that a medical practitioner is liable in damages for maliciously publishing, in an action against his patient for fees for his services, the nature of the malady for which such services were rendered. And malice will be presumed from the publication.

RHEAUME and PANNETON.

Lease—Alteration by subsequent contract—Effect of omitting clause prohibiting sub-letting.

Held, where a lease is so modified as to materially alter the contract, as by changing the rent into an undertaking to make improvements to a considerable amount, the clause in the original lease, that the lessee shall not sub-let, if not repeated in the subsequent contract, will be presumed to be abandoned, although there be no express stipulation in the latter contract that the original lease is cancelled.

CIRCUIT COURT, SHEFFORD.

WATERLOO, Sept. 28, 1877.

DUNKIN, J.

DARBY v. BOMBARDIER.

Saisie-gagerie in ejectment—Delay on summons—Non-juridical day insufficient.

The writ in ejectment was served on Saturday and returnable on Monday. Defendant, by *exception à la forme*, pleaded that the delay was insufficient. Articles 75, 890 and 24 of the Code of Civil Procedure were cited.

Held, that when the delay was only one day, it should be a juridical day.

Action dismissed.

D. Darby for plaintiff.

A. D. Girard for defendant.

SUPERIOR COURT.

MONTREAL, June 11, 1879.

TORRANCE, J.

ANGUS v. MONTREAL, PORTLAND & BOSTON RAILWAY CO.

Injunction — Railroad Company — Rights of the majority of Shareholders where fraud is not alleged.

This case was before the Court on the merits of an injunction. The petitioner was a shareholder for 107 shares in the stock of the Montreal, Portland & Boston Railway Company. He complained that the respondents had their annual meeting on the 15th January last, when they were bound to submit to the shareholders a full statement and properly audited accounts of its affairs; and though some shareholders requested them to furnish such statement and accounts they failed to do so. That respondents summoned a special general meeting of the shareholders, to take place on the 4th April last, for the purpose of sanctioning a lease to the South Eastern Railway Company of that portion of their railway between West Farnham and St. Lambert. That petitioner was not fully aware of the nature or terms of the lease in question, and without the opportunity of a full examination of the accounts and affairs of the company it would be impossible for him or any other shareholder, at said meeting of 4th April, to form a correct judgment whether said lease should be sanctioned or not; that the President and Directors who have called said meeting hold the greater part of the stock of said company and can control the vote at all meetings, and they are also pecuniarily interested in said South Eastern Railway to which it is proposed to make said lease; that the said President and Directors are also interested pecuniarily in the Connecticut and Passumpsic Rivers Railroad Company, Emmons Raymond and Lucius Robinson, two of the directors of the said Montreal, Portland & Boston Railway Company, being respectively President and Vice-President of the said Connecticut and Passumpsic Rivers Railroad Company; that the said Connecticut and Passumpsic Rivers Railroad Company and the said South Eastern Railway Company have entered into arrangements to operate their said railways for their mutual benefit and interest, and petitioner was ignorant of the full details of said arrangements; that said Montreal, Portland and Boston Railway Company ought not to be allowed to proceed with said meeting of 4th April until they had shown and exhibited at a meeting of the said shareholders of said Company full and duly audited statements of its affairs: that petitioner verily believed that said lease was to be made without proper or valuable consideration, and with the object of getting rid of the liabilities of the Montreal, Portland and Boston Railway Company, and in order to promote the interests of said Emmons Raymond and Lucius Robinson and the rest of said directors, to the prejudice of the interests of petitioner and other ordinary shareholders. The petitioner, therefore, prayed that respondents might be ordered to tender and exhibit to the shareholders of said company at a meeting to be called for the purpose, full and detailed and proper duly audited accounts and statements of the affairs of the company, and that the company be ordered not to hold said meeting of 4th April, nor to take any proceeding with reference to sanctioning said lease until after such time as they should have submitted to the shareholders of said company at a meeting duly called, full, detailed and properly audited accounts and statements of the affairs of said company, &c.

The respondents pleaded that the petitioner had made an assignment under the Insolvent Act, and the shares in question had vested in his assignee.

The petitioner answered that the shares had been retransferred, and were vested in him.

TORRANCE, J. The effect of the plea of respondents is destroyed by the proof of the allegations of the special answer, to the effect that the petitioner is again vested with his estate. The question then comes to be, how far the petitioner has made out the allegations of his petition. I find that verbal explanations

were made at the annual meeting. One of the directors stated how much loss was sustained weekly by the running of the road. At this meeting (15th January, 1879,) the following resolution was moved:—"That this meeting regrets that no written report or statement of accounts has been laid before the meeting, in order to enable it to understand the true position of the company's affairs." This resolution was lost, after discussion. It was moved in amendment, and carried, "That in view of the difficulty caused to the present organization by the Board in office immediately before the last annual meeting of the shareholders, and the time—nearly twelve months—which it has required the present Board to establish their status by legal decisions, the verbal report presented by the present Board, and the fact that they have put the road in active operation, are satisfactory in every respect, and meet the entire approval of the shareholders."

The majority who voted for the amendment were Directors, and controlled the voting power by holding the majority of the stock. Samuel T. Willett, a Director, held 70 shares, R. N. Hall, a Director, held 10 shares, Emmons Raymond, a Director, 5,224 shares, Emmons Raymond, in trust, 2,700 shares, Lucius Robinson, 18 shares, Thomas W. Ritchie, 10 shares, Amos Barnes, 10 shares, W. K. Blodgett, 10 shares. In all 8,052 shares. It is not proved that the President and Directors are interested pecuniarily in the South Eastern Railway. Some of the directors have an interest in the Connecticut and Passumpsic Rivers Railroads. Mr. Raymond has an interest. But it is not proved that the Connecticut and Passumpsic Rivers Railroad Company and the Southeastern Railroad Company have an arrangement to operate together. It is proved that the shares of the respondents have no pecuniary value at all, and that no part of the bonded debt has been paid. Is the petitioner entitled on these facts to an injunction? The Court will interfere to protect an individual member if the proceedings of the majority constitute an injustice to him individually. The majority must act with regularity and *bona fides*, and the minority can demand a fair hearing, and that their wishes and arguments should be listened to and duly weighed. A *fortiori*, if the conduct of the majority amounts to a fraud upon, or undue influence with respect to the minority, the Court will protect the interests of the latter. But it must be proved that the minority has been overborne by improper or corrupt influence—*in re London Mercantile Discount Co.*, L. R. 1 Eq. 277; that there has been a fraud on the part of the majority—*Heath* v. *Erie R. R. Co.*, 8 Blatch. (1871) 347. But the Court will not interfere in purely internal affairs when the majority act *bona fide*, and it will not interfere at the instance of a member not acting *bona fide*, for the interests of the corporation. In the present case, I have nothing to show that the Company is not acting *bona fide* in the interests of the corporation. I say nothing against the right of the petitioner for an account in the usual way, but I am not justified in saying that the meeting should not take place which was called for the 4th April, until this account is given. The petition is therefore dismissed. Respondent's motion to reject the petitioner's articulation of facts is also granted.

J. L. Morris for petitioner.

T. W. Ritchie, Q.C., for respondents.

COURT OF QUEEN'S BENCH.

MONTREAL, June 14, 1879.

SIR A. A. DORION, C. J., MONK, J., SICOTTE, J., *ad hoc*, RAMSAY, J., TESSIER, J.

THE RICHELIEU & ONTARIO NAVIGATION CO. (defts. in Court below), Appellants; and LAFRENIERE *et al.* (plffs. below), Respdts.

Interest in suit—Subrogation—Action by Insurers in name of Owners.

The appeal was from a judgment of the Superior Court, Montreal, condemning the appellants to pay $6,230.52, the value of a cargo of peas lost on the scow Marie Joseph, in consequence of a collision in the Lachine Canal with the steamer Bohemian, belonging to appellants. The case turned mainly upon evidence. But one of the pleas raised the objection that respondents had no interest in the case. The peas were their property, but before the institution of the action, the British America Assurance Company, the insurers of the cargo, had paid the respondents the value thereof, and the following *acte sous seing privé*

was produced by the respondents at the trial: "Montreal, 11th October, 1876. We, the undersigned, acknowledge to have received from The British America Assurance Company of Toronto, per M. H. Gault, Agent, the sum of $7,015.94, being in full of our loss on 7,542 bus. of peas, on board the barge Marie Joseph. And we hereby authorize the said British America Assurance Company to sue and recover in our name from any party or parties for said loss, subrogating the said British America Assurance Company in all our rights of every nature and kind whatsoever. (Signed,) Lafrenière & St. Onge." The respondents admitted, in their replication, "that the present action is for all concerned, but more particularly in the interests of the said Insurance Company and at their instance."

The appellants submitted that in our system of jurisprudence the British America Assurance Company could not sue in the name of Lafrenière & St. Onge; they could sue upon the subrogation only after due notice to the appellants; that, at all events, they should have alleged the said subrogation in their demand so as to place the appellants in a position to urge any defence they might have against them.

RAMSAY, J. The action was brought to recover damages occasioned by a collision between the steamer Bohemian and the barge Marie Joseph. The accident took place at the entrance to the Lachine Canal, the barge coming down as the steamer was entering the lock. The steamer struck the side of the vessel, and, according to the allegations of the plaintiff, injured the barge so as to leave it in a sinking condition. The captain took the vessel down to an elevator, and tried to discharge the cargo of peas, but the barge sank soon after with a large quantity of peas on board. The first ground of defence was that the plaintiffs were not the owners of the cargo. This was not tenable. The second ground of defence was that the plaintiffs had subrogated the British America Assurance Company in their rights, and that the subrogation should have been declared on. It seemed to the Court that subrogation took place by the operation of law, and the Insurance Company had no right to sue until the transfer had been signified. Thirdly, it was said that no notice was given to the defendants until the day after the accident. But they were not entitled to notice. The first duty of the master was to take all measures in his power for the preservation of the cargo. On the following day, at noon, the defendants got notice. There could be no doubt that the collision with the Bohemian was the immediate cause of the damage. The defendants had asserted that the captain of the scow was not a skilled person, and that he did not take proper precautions. A man in the position of the captain was bound only to use reasonable and ordinary care, and was not required to use the utmost conceivable diligence. The judgment appeared to the Court to be correct, and must be confirmed.

Coursol, Girouard, Wurtele & Sexton for appellants.

Lunn & Davidson for respondents.

MONK, J., SICOTTE, J., *ad hoc*, RAMSAY, TESSIER, CROSS, J J.

METROPOLITAN BUILDING SOCIETY (plaintiffs below), Appellants; and ROMAN CATHOLIC SCHOOL COMMISSIONERS (defendants below), Respondents.

Lease—Property sold during lease by Assignee of Lessor.

The respondents were lessees of a building used as a public school, under a lease from one Labelle, made in 1875, and extending to the 1st of July, 1877. In April, 1876, Labelle became insolvent, and the assignee authorized the appellants, who were mortgagees, to receive the rent. The respondents remained in occupation until the end of their lease, 1st July, 1877, when they left the premises. The present action was subsequently brought by appellants claiming rent up to 1st May, 1878, alleging that in November, 1876, they bought the property at public sale from the assignee; that this sale terminated the lease to respondents, either immediately or, at all events, on the 1st May following, and the latter having continued to occupy the premises, an action accrued to the new proprietors for use and occupation for the ensuing term. The Court below dismissed the action:

"Considérant que les défendeurs ont prouvé que du consentement de la demanderesse, le bail passé entre H. P. Labelle, failli, et les dits

défendeurs, a continué d'être en force tant après la cession faite par le dit Labelle au syndic Dupuis, qu'après la vente par ce dernier à la demanderesse ;

"Considérant que lors de l'institution de la présente action, il n'y avait pas de loyer dû à la dite demanderesse, déboute la dite action avec dépens, &c."

The judgment was unanimously confirmed in appeal.

F. O. Rinfret for appellants.

Ouimet, Ouimet & Nantel for respondents.

SIR A. A. DORION, C. J., MONK, RAMSAY, TESSIER, and CROSS, J J.

HAMPSON, Appellant, and THOMSON, Respondent.

Requête Civile—Judgment in Appeal.

DORION, C. J., said a judgment had been rendered in this case in September last, by this Court, reversing the judgment of the Court below. Now, a petition was presented by the respondent, in the nature of a *requête civile;* praying that, in consequence of certain errors having crept into the printed factums, the judgment be reformed. There were several reasons why this petition could not be granted. The errors were admitted to be mere misprints, and the original documents were before the Court. There was no fraud or intention to deceive on the part of any one, and it was not a case for a *requête civile.* The Chief Justice added that, in his own opinion, no *requête civile* could be granted by the Court of Appeal.

MONK, RAMSAY and TESSIER, J J., expressed their concurrence in the judgment rejecting the petition. They did not concur in the view of the Chief Justice, that the Court of Appeal had no right to grant a *requête civile.* In a very limited number of cases the right existed; but there was nothing in the circumstances of this case which could justify a *requête civile.*

F. W. Terrill, for respondent, petitioner.

Kerr & Carter, for appellant, opposing petition.

SHERIDAN (plff. below), Appellant; and THE OTTAWA AGRICULTURAL INSURANCE CO. (deft. below), Respondent.

Insurance—Transfer—Insurable Interest.

The action was brought for the recovery of $3,280 under a policy issued in favor of one Thomson. This policy was afterwards, on the 23d August, 1876, transferred to the appellant. The fire occurred 27th September, 1876. To the action, the respondents pleaded misrepresentation and concealment of material facts by Thomson; in particular, that Thomson obtained the policy on the representation that he was proprietor of the property insured, whereas he was not proprietor. It appeared that in 1871, Thomson sold his property to Sheridan, with the stipulation that he would be at liberty to take it back as soon as he had repaid Sheridan the amount which he owed him. Thomson remained in possession. At the time the insurance was effected, the agent was informed of the relation existing between Thomson and Sheridan, and instead of making two policies, the agent said it would be more simple to transfer to Sheridan the amount insured on the building, viz., $1,510. But the matter was complicated by the fact that the transfer was made for the whole amount. The fire caused a total loss, and Sheridan sued for the whole amount. The Court below allowed the plaintiff only $140 for reaping and mowing machines, as to which it was held that the Company waived objections.

DORION, C. J. After giving a good deal of attention to the case the Court here had come to the conclusion that the transfer to Sheridan was a good transfer, as to the amount of $1,510, his interest in the real estate. As to the insurance on the moveables, no transfer could be made to a man who had no interest. The judgment would be reversed, therefore, to the extent of $1,510, besides the $140 allowed by the Court below, with costs in both Courts.

RAMSAY, J., remarked that if there had been no insurable interest at all, the fact that the agent joined in the error, would not get over the difficulty. But here there was a distinct insurable interest.

Judgment:

"Considering the insurance effected on the buildings described in the insurance policy mentioned in the declaration was so effected for the benefit of the appellant, who at the date of the said policy, and also when the loss occurred, held the said property under title from Thomas Thomson, subject to a right of redemption in favor of the latter;

"And considering that though the said

Thomas Thomson is stated in the policy to be the owner of the said buildings, it is in evidence that a short time after the issuing of said policy the extent of the rights of the appellant and of the said Thomas Thomson on the said buildings were fully explained to the Company respondents, with a request to alter the policy so as to secure the respective interests of the appellant and of the said Thomson;

"And considering that upon such statement of facts and request, the Company respondents through their agents gave to the appellant the assurance that his interest would be fully protected by a transfer from Thomson to him of the sum of $1,510, being the amount of insurance effected on the said buildings, upon which a transfer was made by Thomson to appellant of the policy, which transfer was by the parties intended to be for the said sum of $1,510;

"And considering that the Company respondents, having accepted the premium of insurance, have waived any right to object to its not having been paid when the insurance was effected;

"And considering that the appellant has established that the said buildings so insured were destroyed by fire on the 27th September, 1876, when the said policy was still in force; and that the loss which he has thereby suffered is of the full amount for which they were insured, to wit, the sum of $1,510, which the appellant is entitled to recover from the Company respondents;

"And considering that the Company respondents have not appealed from the judgment rendered by the Court below, by which they were condemned to pay to the appellant the sum of $140, to wit, $60 for a reaper and mower, and $80 for a threshing machine, with interest on said sum of $140 from the date of the judgment, and that this condemnation cannot be disturbed;

"And considering that as to the other chattel property, the appellant had no insurable interest therein, and any right to recover the insurance thereof can only be urged by the said Thomas Thomson;

"And considering that there is error in the judgment rendered by the Superior Court on the 22nd day of January, 1878; this Court doth cancel and annul that part of the said judgment of the 22nd January, 1878, rejecting the demand of the appellant claiming the amount of the insurance effected on the said buildings, and proceeding to render the judgment which the said Superior Court should have rendered, in addition to the $140, which the respondents were condemned to pay to the appellant by the said judgment, and interest from the date thereof, doth condemn the said respondents to pay to the said appellant the further sum of $1,510, being amount of loss on said buildings, with interest, &c."

Duhamel, Pagnuelo & Rainville for appellant.
Hutchinson & Walker for respondents.

THE RAILWAY AND NEWSPAPER ADVERTISING CO. (plaintiffs below), appellants; and THE MOLSONS BANK (defendants below), respondents.

Bank—Liability for calls on Stock held as collateral security.

MONK, J. The appeal was from a judgment dismissing an action which was brought by the appellants under the following circumstances. The appellants are an incorporated company in Montreal, and one Campbell held 150 shares of stock in the company of the nominal value of $100 each, on which 45 per cent. was paid up. In July, 1876, Campbell became insolvent and assigned his estate. The assignee invited tenders *en bloc* for the assets of the estate, including the 150 shares above mentioned. In the inventory the item appeared simply as "Railway and Newspaper Advertising Company's stock, $5,-642.76." Dixon, Smith & Co., were the successful tenderers, but at their request, the assignee transferred the estate to the Molsons Bank, which took it as collateral security for the money advanced by them. Some time afterwards another call of 10 per cent. was made on the stock, and application was made to the bank, which pleaded that the stock had been sold as paid up stock; further that they (the defendants) had only taken it in pledge as collateral security, and were never the owners. The Court were of opinion that the bank was not liable under the circumstances, and the judgment dismissing the action would be confirmed.

RAMSAY, J., said it appeared to be established beyond doubt that the bank held the stock as

collateral security, and not as being themselves the owners. On this ground the action for unpaid calls must fail.

CROSS, J., concurred, remarking that the shares had not been transferred to the bank on the books of the company, and the owners appeared to be parties in Toronto who had purchased the estate of the insolvents.

DORION, C. J. The Court was unanimous in maintaining the judgment upon the ground that the Molsons Bank held the stock as collateral security for advances, and, therefore, under the Act they were not liable. As to the other point, that the purchasers were deceived in the transaction, his Honor had great doubts whether that could be invoked until the transfer had been set aside. If the purchasers wished to complain of that, they should have instituted an action immediately to set aside the transfer.

Gilman & Holton for appellants, *S. Bethune, Q.C.*, counsel.

Abbott, Tait, Wotherspoon & Abbott for respondents.

HIBBARD (defendant below), appellant; and BAYLIS (plaintiff below), respondent.

Commission payable in bonds, Action for recovery of.

DORION, C. J. The appeal was from a judgment condemning the appellant to pay respondent the sum of $194,317.40, as commission and for advances. Baylis and W. R. Hibbard & Co. entered into an agreement in 1872, for the purpose of carrying on the works of the Montreal, Portland and Boston Railway, under which appellant was to make certain advances. Subsequently, by another agreement, Baylis was authorized to proceed to England to obtain a loan not exceeding $750,000, and was authorized to take a commission, in company's bonds, of one-fourth of the estimated joint profit on the contract. Respondent sued under this agreement; the case was referred to an accountant to establish the balance due, and judgment went for the amount above mentioned. It was evident that the judgment was erroneous in condemning the defendant to pay the commission in money. By the terms of the agreement, the commission was stipulated "in company's bonds," and these bonds apparently were not worth much. Hibbard was never put *en demeure* to deliver the bonds. The judgment would stand as to the $28,000 advances, but be reformed as to the rest of the condemnation, reserving to Baylis his recourse as to the bonds, respondent to pay costs of appeal.

Abbott, Tait, Wotherspoon & Abbott for appellant.

Doutre, Doutre, Robidoux, Hutchinson & Walker for respondent.

CURRENT EVENTS.

CANADA.

LICENSE FEES IMPOSED ON NON-RESIDENT DEALERS.—A correspondent sends us the following note of a decision by Doherty, J., at Sherbrooke, last month:—THE CITY OF SHERBROOKE v. RAFTER. The defendant had no place of business and was not a resident in the city, but came there temporarily to sell bankrupt stocks. He was fined for carrying on business without a license, but on *certiorari* the conviction was quashed, the act incorporating the city specially giving it power to exact a tax from outsiders coming there temporarily to sell or trade. It was incidentally remarked by the Judge that the absence from the City's Charter of such an express clause would leave it without any power to require non-residents to take out a license.

LAW SOCIETY.—A meeting was held at Ottawa, June 6th, in one of the rooms of the Main Departmental Building, for the purpose of forming a law society for the Dominion. The Hon. Jas. Cockburn, Q.C., M.P., was elected President, and the following barristers were elected Vice-Presidents:—Mr. Hector Cameron, Q.C., M.P., Ontario; Mr. Joseph Doutre, Q.C., Quebec; Mr. M. H. Richey, Q.C., M.P., Nova Scotia; Mr. Weldon, Q.C., M.P., New Brunswick; Joseph Ryan, Q.C., M.P., Manitoba; Hon. C. F. Cornwall, British Columbia; Hon. T. Brecken, M. P., Prince Edward Island. The following gentlemen were elected members of the Council:—Messrs. R. Lees, Q.C., Mr. Ogard, Q.C., J. J. Gormully, D. O'Connor, Hon. R. W. Scott, Mr. A. J. Christie; Mr. Ferguson was elected Treasurer, and Mr. Haliburton, Q.C., Secretary.