The Legal News.

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THE COURT ROOMS IN MONTREAL.

Much inconvenience is experienced by the bar in Montreal from the absence of accommodation in several of the Court rooms for the work which has to be done in them. The business of the city and district of Montreal is probably more than two-thirds of the entire judicial work of the Province, and it yields a large revenue; yet a great deal of it is transacted in apartments which were never intended for Court rooms, and are utterly inadequate for the purpose. The room assigned to the Practice division often does not afford seats for a third of the members of the bar who are in attendance, and the ingress to and egress from the few seats provided are worse than in an ill-arranged school-room. It is impossible that business can be conducted with decorum under these circumstances. The apartment, in fact, usually presents the appearance of an auction room rather than of a Court of justice. We have been urged to give expression to the dissatisfaction caused by the present defective arrangements. We do so with pleasure, and we think that the bar would be justified in insisting on some change that would give relief.

CONTESTATION OF CLAIMS BY INSOLVENTS.

Not often do insolvents feel sufficient interest in their estates to induce them to contest, in their own right, claims which are admitted by the inspectors or the creditors generally. It is easy to suppose such cases, however. Every bankrupt should feel an interest in making his estate go as far as possible in satisfaction of lawful claims, and the admission of a disputed debt to rank upon his estate of course diminishes the common dividend. And this interest in the administration of their estates might in some cases be increased by consideration of the moral obligation resting on insolvents to pay every just claim in full, if at any future period they should be in a position to do so. The case of *Gervais*, insolvent, and *Heywood*, claimant, noted in the present issue, is an instance of a contestation by an insolvent of a claim upon his estate, and it raised an important question as to the liability of the insolvent to give security for costs before entering upon such a contestation. The letter of Sect. 39 of the Insolvent Act of 1875 does not at first sight seem to include this case, because the insolvent, apparently, is not taking the initiative in any proceeding, but simply acting on the defensive. The Court, however, holds that the prohibition to "institute any proceeding" without giving security must be held to cover the contestation of a claim by the insolvent in his own name, and this decision is, no doubt, in conformity to the spirit of the enactment.

PROCEEDINGS AGAINST INSOLVENT BANKS.

Attention has been directed by the case of *Mechanics Bank & Wylie*, *ante*, p. 315, to the difference which exists, with respect to appeals, between ordinary insolvency cases and those in which the Insolvent Act of 1875 is applied to Banks. In ordinary cases there is no appeal from an interlocutory order or judgment; but Sect. 12 of 39 Vict. c. 31, provides that when Banks are subjected to the operation of the Insolvent Act, there shall be an appeal from all orders, judgments and decisions. The Court of Queen's Bench is disposed to give full effect to this clause, but it has been decided in *Mechanics Bank & Wylie* that the exceptional right of appeal allowed by Sect. 12 must be subject to the ordinary procedure, that is to say, when the judgment is merely interlocutory, an application must first be made to the Queen's Bench for permission to institute an appeal. It may be said, why subject the party to the inconvenience of a special application where the statute declares that there is an appeal? But a special application is also required for leave to appeal from interlocutory judgments in cases where an appeal is given by Art. 1116 C. C. P., and no reason can be assigned why the two classes of cases should not be treated alike. And moreover, it is obvious, as the learned Chief Justice pointed out, that the right of appeal *de plano* from every order or judgment would make it easy for a Bank, if so inclined,

to obstruct the proceedings as long as it wished. This danger is in a great measure obviated by the necessity of a special application. The Court of Queen's Bench, it may be presumed, will exercise a discretion by refusing leave to appeal where the judgment complained of is manifestly correct, and the appeal is sought simply with the object of fru trating the proceedings.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, Sept. 27, 1879.

In re DONOVAN & MORAN, insolvents, DONOVAN, petitioner for confirmation of discharge, and MCCORMICK, opposant.

Insolvent—Neglect to keep cash book.

TORRANCE, J. The petitioner, on 8th May, 1878, presented his petition for confirmation of deed of composition and discharge. It was contested by John McCormick, one of his creditors. The case was finally submitted to the Court on the 4th April, 1879, but the record was only sent up in the last week of June, rendering it impossible to give judgment before the vacation. The opposant has alleged a great variety of grounds for resisting the application for confirmation and discharge. The Court deems it sufficient to call attention to one ground, namely, the omission by petitioner to keep a book showing cash receipts and disbursements. The petitioner attempts to justify himself by saying that all his cash transactions were through the Bank, and that his bank book was a cash book. The Court considers this justification entirely insufficient, and while holding that the other grounds of the opposition are not proved, considers that the opposition must be maintained, in so far as the want of a cash book is concerned. The judgment suspends the confirmation until the first day of November next, 1879.

J. S. C. Wurtele, Q.C., for petitioner.

F. X. Archambault, Q.C., for opposant.

MATHEWSON v. O'REILLY.

Costs—Articulation of facts where general issue is pleaded—C. C. P. 207.

This case came up on a petition of plaintiff to revise a bill of costs.

The defendant filed a simple *défense en fait*, and succeeded in having the action dismissed. The costs were taxed, and in the bill were two considerable items for evidence adduced by the defence. The plaintiff complained of these items, saying that the defendant had not given him any warning of this evidence by an articulation of facts, and therefore he (plaintiff) should not be liable. The answer of the defendant was that according to the Code of Procedure, Art. 207, the articulation of facts is to be filed as to facts alleged in the plea.

TORRANCE, J. I take the view of the defendant. C. C. P. 207 is plain in only requiring an articulation of such facts as have been alleged. The petition to revise the bill of costs is rejected.

Trenholme & Maclaren for plaintiff.

Kerr & Carter for defendant.

In re GERVAIS, insolvent, HEYWOOD, claimant, and GERVAIS, contesting.

Insolvent Act, 1875, *s.* 39—*Security must be given by insolvent who contests a claim on his estate in his own right.*

Heywood was claimant on the estate of the insolvent for $600, and collocated accordingly for a dividend of 25 cents in the dollar. The insolvent in his own name contested the claim. Thereupon the claimant filed an *exception dilatoire* on the ground that the insolvent was bound under Section 39 of the Insolvent Act, 1875, to give her security for costs.

TORRANCE, J. The words of the statute are: "And if after an assignment, &c., the insolvent "sues out any writ or institutes or continues "any proceeding of any kind or nature whatso- "ever, he shall give to the opposite party such "security for costs as shall be ordered by the "Court, &c." The insolvent on the one hand says that he has not begun any proceeding, that he is only on the defensive, and that the usual interpretation of the words of the clause in question, "institutes or continues any proceeding of any kind or nature whatsoever,"

sustains him in the pretension that these words only refer to cases where he takes the initiative. On the other hand, the creditor may say that the spirit of the clause is to prevent a claimant being interfered with in any way whatever by a proceeding of the insolvent unless he give security. If the claim be unfounded, it is for the assignee and creditors to interfere; that though the insolvent is pecuniarily interested in his estate, it is only subject to the claims of his creditors; that it would be unfair to the claimant to allow the assignee or creditors to instigate the insolvent, who is a man of straw, to raise a contestation in which he might be condemned to pay costs, which the assignee and creditors escape; that they might thus obtain, in an under-hand way, the opinion and judgment of the Court free of expense to themselves; that the same clause, s. 39, says that "the assignee, in his own name, shall have the "exclusive right to take, in the defence of all "suits, all the proceedings that the insolvent "might have taken for the benefit of the "estate," etc. My conclusion is that the insolvent in this case should not be allowed to contest without giving security. The *exception dilatoire* will therefore be maintained.

Lebourveau for insolvent.

Duhamel & Co. for claimant.

TUFTS v. BROWNRIGG et al.

Revendication of moveable by unpaid vendor under special contract—Third party receiving the same in bad faith.

On the 3rd May, 1878, plaintiff sold and delivered to defendant Brownrigg a soda water apparatus for the sum of $450, of which $17.47 was payable cash and the balance in nine monthly payments of $45 each, for which defendant Brownrigg signed his note, with these words: "Nevertheless it is understood and agreed by and between me and said James W. Tufts, that the title to the above mentioned property does not pass to me, and that until all the said notes are paid the title to the aforesaid property shall remain in the said James W. Tufts, who shall have the right in case of non-payment at maturity of either of said notes, without process of law, to enter and retake, and may enter and retake, immediate possession of the said property and remove the same." None of the notes were paid, and on 12th October, 1878, Brownrigg went into insolvency, having previously transferred to the defendant Tierney, his brother-in-law, the property in question in payment of an antecedent debt. The plaintiff revendicated the property in possession of Tierney, alleging the knowledge by Tierney of all the facts above stated. Tierney pleaded that when he bought from Brownrigg, the latter was in possession as proprietor, and that he bought for cash in good faith.

TORRANCE, J. The Court is satisfied that Tierney was not in good faith, and that he knew all the particulars of the possession held by Brownrigg, whose clerk he was at the time of the delivery to Brownrigg The defendant has cited *Brown* v. *Lemieux*, 3 Rev. Leg, which was in his favor in the Superior Court and in the Queen's Bench, but in appeal two of the Judges dissented, and the Court was differently constituted from the present time. The meaning of the stipulation by which the plaintiff claims the property is perfectly plain. I do not see anything immoral in the convention, preventing it from being binding upon the contracting parties as a law made between them, and it is proved to my satisfaction that Tierney, as Brownrigg's clerk, knew all about the agreement. I think therefore that plaintiff should have judgment.

Davidson & Cushing for plaintiff.

H. J. Kavanagh for defendant.

BREWSTER v. THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

Enquête—There must be a formal closing of enquête before inscription for hearing on merits.

This was a motion that the inscription for hearing on the merits be struck, as premature, inasmuch as the case had not been regularly closed at the *Enquête* sittings.

Macrae, Q.C., for defendants moving, cited rule of practice 45. "That any cause inscribed on the *Role des Enquêtes* shall remain thereon, until the *enquête* in such cause shall have been declared closed, and shall be held to be continued from day to day without any special application to that effect. Provided always that if more than one day shall elapse without any proceeding or application in such cause, and without the same being specially continued to

a day certain, no proceeding or application shall thereafter be taken or received without notice of at least one day to the adverse party." Rule 54 :—" That as soon as the *enquête* in any contested cause shall be closed, either party may inscribe such cause on the *Role de droit*," &c., &c. Also the rule published by the Montreal Judges (not printed) of date 30th September, 1870 :—" It is ordered that no contested case shall in future be placed upon the *Role de droit*, for final hearing, nor the inscription received by the Prothonotary of the Court, until the *enquête* in such case be declared closed, and that the inscription on the merits be lodged in the Prothonotary's office at least forty-eight hours before the day fixed for such final hearing, to afford time to the Prothonotary to examine and complete the record before it is placed upon the *Role* for such hearing, and the Prothonotary shall not put any case on the *Role* for hearing on the merits until the record is complete." The proceedings showed that the plaintiff had closed his case in chief; so had the defendant. Then, in June last, plaintiff examined two witnesses in rebuttal. The case had been on the *enquête* roll. Then plaintiff notified defendant that he had closed his *enquête*, and forthwith inscribed the case for hearing on the merits. The plaintiff had no power of removing the case from the *Enquête* roll without the consent of the defendant, unless the *Enquête* had been formally closed by order of the Judge at *Enquête* sittings. Defendant should have had an opportunity of sur-rebuttal, or examining the plaintiff on *faits et articles*.

L. H. Davidson, e contra :—Defendant did not say that he wished for sur-rebuttal or *faits et articles*.

TORRANCE, J., after taking time to consider, granted the motion.

Davidson & Cushing for plaintiff.

Macrae, Q.C., for defendant.

BACHAND v. BISSON, and TRUDEAU, T.S.

Procedure — Attorney — Disavowal — When garnishee becomes a party to the cause.

TORRANCE, J. This case is before the Court as well on the merits of the intervention of Leonard Bisson, as on the motion of the intervener to reject a paper styled declaration filed by the *tiers saisi* on 11th December, 1878, declaring that he had not authorized Messrs. Mousseau, Chapleau & Archambault to give a consent that the intervention be held to have been duly served upon him. These gentlemen appeared for the garnishee on the 18th April, 1878, and the motion gives, among other reasons, that the garnishee does not disavow this appearance, and, moreover, has taken no further action in the matter, contrary to C. C. P. 196, which requires him without delay to present a petition to the Court praying that his disavowal be declared valid. As to the declaration of his advocates made on the 16th June, 1879, recalling their consent, the Court holds that this revocation has no validity until permitted by the Court, after notice to all concerned. The motion of the intervener is therefore granted.

As to the demand for judgment on the merits of the intervention, the Court has difficulty in listening to it on the ground that the judgment was already given on the 17th June, 1878. It is true that this judgment was taken to review, and the Court of Review refused to pronounce upon it, on the ground that the intervention had not been served upon all parties after its allowance. As a matter of fact, I desire to know whether there were any parties in the case when it was filed on the 8th April, 1878, to whom notice was not given by its service upon them. The only parties then in the cause were the plaintiff and the defendant. I do not consider the garnishee to have been then a party in the cause. He did not become a party till his declaration was contested on the 25th April, 1878. If my impression be well founded, the judgment of the 17th June, 1878, preserves its effect, notwithstanding C. C. P. 157, which requires the intervention to be served upon the parties to the cause—and that otherwise it has no effect, for, as I have said, it appears to me that the *tiers saisi* was not then a party.

Doutre & Co., for plaintiff.

A. & W. Robertson, for intervener.

In re ROLLAND et al., insolvents; SEYMOUR, claimant, and SMITH, contesting.

Composition—Debt revives where composition is not paid.

TORRANCE, J. The contestant lays stress upon the fact that there being a composition, the claim of Seymour should be reduced to the

amount payable under the composition. The Court takes the view that the debt revives when the composition is not paid. Contestation of claim overruled, and claim maintained with costs.

In re STAFFORD et al., insolvents, HENDERSON, claimant, and DARLING, contesting.

Settlement by notes taken as cash—Rebate allowed at settlement.

TORRANCE, J. The contestation is on the claim of Henderson. The evidence shows a settlement by three notes, when a discount was allowed, 10 per cent. being deducted three times over. As the Court reads the evidence, the notes were considered as cash. They were not paid, and the claimant now claims for the credit price of the goods. This cannot be allowed, seeing the settlement which had been made. The contestation must be allowed for the items in question, amounting to $373.93.

POWELL v. JONES et al.

Action by partner for account—Custody of books and papers.

This was an action to account. The plaintiff alleged a partnership to have existed between him and the defendants, Jones and Hamilton and one McIntosh, to carry on the business of mining phosphate of lime, and trade therein.

The defendants pleaded that the partnership in question had depended upon one essential condition never fulfilled by plaintiff, that he should advance $800, which he never did; that plaintiff on his part as such partner should render an account, having in his possession the books and papers of said partnership, and cannot without doing so demand an account from defendants, and further, plaintiff cannot arbitrarily and of his own will fix upon the 15th July, 1877, as the date of the dissolution of the partnership between them. The defendants further under reserve tendered an account.

TORRANCE, J. I find a partnership proved as alleged, and it will be for the plaintiff, if he does not accept the account tendered by defendants, to contest it in the usual way.

Palliser & Knapp for plaintiff.

Doherty & Doherty for defendant Jones.

Macmaster, Hall & Greenshields for defendant Hamilton.

MALLETTE v. GUAY.

Action for verbal slander—Character of proof required.

TORRANCE, J. This is an action of damages for slander about 7th January last, in calling plaintiff "Maudit voleur à être envoyé au diable." These are hard actions, and the Court must be perfectly satisfied that the plaintiff has a well founded grievance. The evidence in support of the charge is that of a sister and two brothers Poissant, at whose house defendant paid a visit. When he did so, they were incensed against plaintiff, complaining to defendant that plaintiff was making one of them pay a debt he did not owe. One witness, Stanislas Poissant, after a great deal of pressing, admits that defendant said that if plaintiff was extorting a debt which they did not owe, he must be a *voleur*, or that it would take a thief to do so. These witnesses are now actuated by the strongest animosity to the defendant. The latter was in their house when the remarks are said to have been made, and they say that they were diligent in repeating to every one what defendant on that occasion said. The sister signs her name, but the brothers cannot sign theirs. I am not clear that any case is made out. There are no other witnesses against the defendant, and the action is dismissed.

Doutre & Co., for plaintiff.

Loranger & Co., for defendant.

COURT OF REVIEW.

MONTREAL, Sept. 24, 1879.

MACKAY, RAINVILLE, PAPINEAU, JJ.

HERITABLE SECURITIES AND MORTGAGE ASSOCIATION v. RACINE.

Judgment in chambers ordering appointment of a sequestrator—Review from such judgment.

Morris, for the plaintiffs, moved that the inscription of this cause be discharged. The defendant had inscribed in review from the order in vacation made by his Honor Johnson, J., appointing a sequestrator. (See *ante*, p. 287) No review could be had upon such order. It had been held unanimously by the Court of Queen's Bench in *Blanchard & Miller*, 16 Jurist, p. 80, that an appeal does not lie from a judgment or order of a judge given in vacation

appointing a *séquestre*, and by 34 Vict., c. 4 (*Que.*), amending 494 C.C.P, a review is only allowed upon judgments from which an appeal lies.

The Court rejected the motion, Mackay, J., dissenting.

John L. Morris for plaintiffs.

L. Forget and *E. U. Piché, Q.C.*, for defendant.

STATUTES OF QUEBEC, 1879.

(ASSEMBLY BILL NO. 90.)

[Mr. Wurtele, M.P.P.

An Act respecting the Voluntary Winding-up of Joint Stock Companies.

Her Majesty, &c., enacts as follows:

1. Any Joint Stock Company incorporated by Letters Patent, issued under "The Joint Stock Companies Incorporation Act" (31 Vict., chap. 25), or to which "The Joint Stock Companies General Clauses Act" (31 Vict., chap. 24) applies, may be wound up voluntarily, whenever the directors shall deem it expedient that the Company shall be dissolved.

2. The directors shall thereupon convene a general meeting of the shareholders, mentioning in the notice that the dissolution of the Company will be proposed at such meeting.

3. The resolution of the directors, declaring it to be expedient that the Company should be wound up voluntarily, shall be submitted to the general meeting of the shareholders, and if such meeting pass, by a majority representing not less than two-thirds of the stock, a resolution that the Company shall be wound up voluntarily and dissolved, then the Company shall forthwith subsist and carry on business for the purpose only of winding up its affairs.

4. The corporate state and corporate powers of the Company, shall continue until its affairs are wound up.

5. At the general meeting a liquidator or liquidators shall be appointed for the purpose of winding up the affairs of the Company and of distributing its assets; and thereupon the board of directors shall cease to exist.

6. If any vacancy occurs in the office of liquidator by death, resignation or otherwise, the Company may, in general meeting, fill up such vacancy; and such general meeting may be convened by the continuing liquidator or liquidators, or by any shareholder. The Company may also, in general meeting convened by any three shareholders, on notice mentioning that the removal of the liquidators or of any liquidator will be proposed, remove such liquidator or liquidators, and appoint another or others in his or their place.

7. In default, at any time, of the shareholders appointing or replacing a liquidator or liquidators, any Judge of the Superior Court in the district where the Company has its chief office or principal place of business, may, on application of a shareholder, after a default of fifteen days, appoint a liquidator or liquidators.

The Judge may also, on due cause shown, remove any liquidator; and he may, after a default of fifteen days, on the part of the shareholders to do so, appoint another.

8. Notice of the resolution passed by the shareholders for the winding up and dissolution of the Company shall be registered forthwith in the office of the Prothonotary of the Superior Court for the district, and in the Registry Office for the Registration Division, in which the Company has its chief office or principal place of business; and notice thereof shall also be given to the Provincial Secretary, and be published by him in the Quebec Official Gazette.

9. The liquidator or liquidators shall take into his or their custody, and under his or their control, all the assets of the Company, and shall have power, subject however to such limitations as may be determined by the resolution of the shareholders for the dissolution of the Company, to do the following things:

I. To bring or defend any action or other judicial proceeding in the name and on behalf of the Company;

II. To carry on the business of the Company, so far as may be necessary for the beneficial winding up of the same, and to collect all moneys due to it;

III. To sell the moveable and immoveable property of the Company, by public auction or private contract, and either in block or in parcels, provided, at a general meeting of the shareholders, the majority shall have given their assent to a sale in block;

IV. To execute, in the name and on behalf of the Company, all deeds, acquittances, receipts, and other documents;

V. To draw, accept, make or endorse bills of exchange or promissory notes in the name and on behalf of the Company; and to raise upon the security of the assets of the Company, from time to time, any requisite sums of money; and

VI. To do and execute all such other acts and things as may be necessary for winding up the affairs of the Company and distributing its assets, including the power to compromise, at discretion, all claims and rights appertaining to the Company.

10. When several liquidators are appointed, their powers may be validly exercised by the majority of them.

11. The liquidator or liquidators shall first pay the debts of the Company, and the costs, charges and expenses of winding it up, and shall afterwards distribute the balance of the proceeds of the assets among the shareholders according to their rights and interest in the Company.

12. The liquidator or liquidators shall recover and collect unpaid calls, in full or proportionately as the case may require, from shareholders in default, should he or they deem it necessary; but in case of the non-collection in whole or in part of such unpaid calls, the shareholders in default shall only rank in the distribution when those who have paid more shall have been ranked for the excess so paid by them.

13. The shareholders shall determine the remuneration of the liquidator or liquidators; and also whether or not he or they shall give security for his or their administration, specifying when security is to be given the amount thereof.

14. In the event of the winding up continuing for more than one year, the liquidator or liquidators shall call a general meeting of the shareholders, at the end of the first year, and at the end of each succeeding year, or as soon thereafter as may be convenient; and he or they shall lay before such meetings an account, showing his or their acts and dealings, and the manner in which the operations for the winding up have been conducted during the preceding year.

15. As soon as the affairs of the Company are fully wound up, the liquidator or liquidators shall make up an account showing the cash on hand at the date on which the Company was placed in liquidation, the property of the Company disposed of, the amounts realized, the sums paid, and generally the manner in which such winding up has been conducted, and, shall attest the same before a Justice of the Peace; and thereupon, he or they shall call a general meeting of the Company for the purpose of laying such account before the shareholders and of having the same confirmed.

16. The liquidator or liquidators shall make a return to the Provincial Secretary of such meeting having been held, and also of such meeting having confirmed the account showing the manner in which the winding up has been conducted. The Provincial Secretary shall cause such return to be registered in the registers of the Province; and forthwith on the registration thereof the Company shall be dissolved.

17. The Provincial Secretary shall, without delay, publish a notice of the dissolution of the Company in the Quebec Official Gazette; and the liquidator or liquidators shall also forthwith register a notice of the dissolution in the office of the Prothonotary of the Superior Court for the district, and in the registry office for the registration division, in which the Company has its chief office or principal place of business.

18. Within thirty days after the date of the dissolution of the Company, the liquidator or liquidators shall deposit with the Treasurer of the Province the amount of all debts and of all dividends which may then be unclaimed and unpaid, with a statement thereof attested before a Justice of the Peace; and the money so deposited, shall be treated as a deposit under the Act respecting judicial and other deposits (35 Vict., Chap. 5), and when claimed shall be paid over to the person or persons entitled thereto.

19. Within the same period of thirty days, the liquidator or liquidators shall deposit the books, accounts and documents of the Company, and also the sworn account submitted to the shareholders and confirmed by them, showing the manner in which the winding up has been conducted, and a duplicate of the sworn statement of the moneys deposited with the Treasurer of the Province, in the office of the Prothonotary of the Superior Court for the district in which the Company had its chief office or principal place of business.

20. If the liquidator or liquidators neglect to deposit the moneys with the Treasurer of the Province, or to deposit the books, accounts and documents as provided in Sections 18 and 19, he or they, severally, shall be liable to a penalty not exceeding ten dollars for every day during which he or they are in default.

21. Liquidators shall be bound to render their account and to pay over the moneys for which they are accountable under the same obligations and penalties as a curator to the property of a dissolved corporation under the Civil Code and the Code of Civil Procedure.

22. Articles 368, 372 and 373 of the Civil Code are modified in the particulars contained in this Act.

23. This Act shall have force and effect from the day of its sanction.

ASSEMBLY BILL NO. 33.

[Mr. Loranger, M. P. P.

An act respecting the sale of immoveables within the limits of the Parish of Montreal.

Whereas in accordance with continued custom, lands and properties situated outside of the limits of the City of Montreal, but within the limits of the late Parish of Montreal, whenever they were seized by the sheriff of the District of Montreal, have always been sold at the office of the said sheriff in the City of Montreal, being considered as situated within the *banlieue* of the said city; and whereas this practice still continues up to the present day;

Whereas, moreover, the sub-division of the late parish of Montreal into new parishes and the erection of new municipalities within the said limits, has raised questions as to the validity of sales so made as aforesaid; and whereas it is expedient to remove all doubts as to the validity of such sales, and as to the legality of the many deeds of sale which have been granted in consequence thereof; Therefore Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. All sales of property situate either within the limits of the city of Montreal or without the same, but within the limits of the late parish of Montreal, and considered by the Sheriff of Montreal as being within the limits of the *banlieue* of Montreal, have always been legally made at the office of the Sheriff of Montreal, in the city of Montreal, notwithstanding the erection of the said new parishes, and the erection of the said new municipalities within the said limits, and the lands and properties so situated shall in future, continue to be sold at the said sheriff's office, notwithstanding any such erection of parishes or municipalities already made or which may be made after the passing of this act.

2. The present act shall not apply to any proceedings taken to set aside any sheriff's sale now pending, which shall be decided and adjudicated upon as if the present act had not been passed.

3. The sale of properties within the aforesaid limits which have, until this day, been publicly announced to take place at the church doors of certain of the said new parishes, may legally be made at such church doors.

4. This act shall come into force on the day of its sanction.

ASSEMBLY BILL NO. 32.

[Mr. Mathieu, M.P.P.

An act to authorize municipal corporations to use the sinking fund, which they are obliged to invest, for the redemption of bonds issued by them.

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. Whenever a municipal corporation of a city, town, village or any other municipality, shall have contracted a loan, with respect to which it is bound to invest a sinking fund, it may use such sinking fund for the purpose of redeeming the bonds issued by it for such loan; provided that the interest on the debentures so redeemed, shall in future, be employed in the same manner as the sinking fund.

2. This act shall apply to loans already made by the said municipalities, provided there be no stipulation, in connection therewith, as to the manner in which such sinking fund is to be invested.

GENERAL NOTES.

—The London *Law Times* says: "It is curious that there should be no Statute of Limitations as to the time in which proceedings may be taken to 'upset' a will."