The Legal News.

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Mr. Justice Hawkins, on Monday, Feb. 20, in *Wynn* v. *Lees*, delivered another judgment on the subject of bets, holding that a man who bets for a friend and wins must hand over the winnings. This decision of Mr. Justice Hawkins, the *Law Journal* observes, "is not so important as his celebrated decision in *Read* v. *Anderson*, which decided that a man who bets on commission, loses and pays, can recover what he has paid from his principal. The difficulty in *Read* v. *Anderson* was as to the effect of the defendant withdrawing his authority from the plaintiff before the plaintiff paid the money. No such difficulty exists when the winner is suing for a bet made on his behalf. When the case of *Read* v. *Anderson* came before the Court of Appeal, the Master of the Rolls differed from the majority of the judges, but in the case of *Bridger* v. *Savage*, 54 Law J. Rep. Q. B. 464, he agreed with his brethren that a commission agent who wins must pay his principal, and the contrary view which had been taken by Vice-Chancellor Stuart in a Chancery case was overruled. The Wagering Act may therefore be eliminated from the present question, which is simply a question of contract. Suppose a man were to say to his friend that he will give him all his winnings on horses on which he bets in his name. In that case his friend could not recover the winnings because there was no consideration for the promise. But if two men agree that one shall bet for the other, the contractual relation of principal and agent arises, although the agent has no commission. The agreement by the principal to pay losses is a sufficient consideration."

On the subject of street placards, which has called for the notice of the police authorities, a case mentioned in *Gibson's Law Notes* is of interest. An old lady in North Wales, finding the walls of the town in which she was living placarded over with bills representing one of her own sex in a condition of extreme undress, tore the placards down with her parasol. The theatrical agent sued her for damages. She paid £1 into court, and the jury found that this was adequate compensation. The agent appealed to the Queen's Bench for a new trial. Baron Huddleston inspected the bills and refused the application. The jury, he said, were quite right. The placard 'would very readily convey the idea that it was indecent. Some of the figures called Nautch girls had scarcely any drapery at all.'

Lord Justice Bowen's translation of Virgil has been received with favour by the critics. To quote but one opinion—emanating, however, from no doubtful authority, the editor of the *Albany Law Journal*—the learned translator has caught and expressed the real Virgilian spirit, and restored 'the silver trumpet.' "His verses are as polished and limpid as those of his original. His rhythmical sense is perfect. He never is guilty of a false or ambiguous accent. His verses will endure the crucial test of reading aloud, under which so many fail. At the same time he has not sacrificed strength to polish; he has the same kind of strength which his original has. All his epithets are natural, vivid and picturesque." We give one brief extract to enable our readers to see the metre:—

CORYDON TO ALERIS.

Beautiful one, come hither! For thee, look, nymphs of the glade
Bring full baskets of lilies; and one fair Naiad has made—
Gathering violets pale, and the poppies tall, by the way—
Posies of scented anethus in flower, and daffodils gay;
Then with cassia twining the grasses sweet of the dells,
Brightens with marigold yellow the bending hyacinth bells.
Quinces myself will bring with a down of delicate white,
Chestnuts in which my love Amaryllis used to delight;
Waxen plums shall be honored—the fruit thou lovest—as well.
Ye too, bays, will I pluck, and the myrtles near ye that dwell
Planted together, for sweetly beside each other ye smell.

Ecl. II., 45-55 (p. 11.)

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, Nov. 4, 1887.

Before LORD FITZGERALD, LORD HOBHOUSE, SIR BARNES PEACOCK, AND SIR RICHARD COUCH.

LA BANQUE JACQUES-CARTIER, Appellant, and LA BANQUE D'EPARGNE DE LA CITÉ ET DU DISTRICT DE MONTRÉAL, Respondent.

Principal and Agent—Bank suspending payment—Powers of Agent — Ratification or acquiescence.

Appellant and respondent are banks,—the latter being a savings bank. On the 13th September, 1873, appellant's cashier, C., obtained a loan in his own name from the respondent bank on the security of shares of the appellant bank standing also in his own name, and the loan was also renewed in the same way. The appellant bank stopped payment 15th June, 1875, and its new executive officer or administrator (who was also manager of the respondent bank) on the 23rd June, 1875, altered the books of appellant, so that the loan appeared to be a transaction of appellant and not of C. personally, and on the 29th July, 1875, the pass-book between appellant and respondent was altered in accordance with the same pretension. In September, 1875, the respondent's manager ceased to have any authority in the appellant bank, but the entries made by him, or by his direction, were not repudiated by the appellant's new board until 5th August, 1876.

HELD:—*Reversing the judgment of the Court of Queen's Bench, Montreal, M.L.R., 2 Q.B. 64, that the failure of the new administration of the appellant bank to repudiate the entries until 5th August, 1876, did not operate as a ratification of the unauthorized act of the respondent's manager while acting as administrator of the appellant bank, and in any case the ratification of an act of such a nature would be ultra vires of the board representing the appellant bank after its stoppage.*

PER CURIAM:—The appeal now before the Committee, in which La Banque Jacques-Cartier is plaintiff and appellant, and La Banque d'Epargne is defendant, appears to their Lordships to involve no question of importance or difficulty, or in its result to affect any interests save those of the litigants in respect of the sum of $25,000, the subject of the loan of the 13th of September, 1873.

The parties have now no controversy, save as to the liabilities of the one party, or the rights of the other arising out of that one transaction, and its attendant or following circumstances. They have wisely, by consent, limited the inquiry, and thus relieved the courts below and their Lordships from complications and apparent difficulties. The case is one depending mainly on matters of fact, and their Lordships do not think it to be necessary to take any further time for consideration.

The plaintiffs represent a bank incorporated by a Canadian statute and governed by the rules which the statute enacts or incorporates, and amongst others, by section 40, which in negative words prohibits the the Banking Company from trafficking in its own shares. The words of the 40th section are these: "The bank shall not either "directly or indirectly lend money or make "advances upon the security, mortgage, or "hypothecation of any lands or tenements, "or of any ships or other vessels, nor upon "the security or pledge of any share or "shares of the capital stock of the bank." It then defines what they may deal with, and in a subsequent section, which it is not necessary to refer to more particularly, gives them authority to lend money on the shares of other banks, but not their own.

The defendant bank, as its name indicates, is a savings bank incorporated under another Canadian statute to which it is not necessary now to refer. The two banks seem to have had large and legitimate transactions prior to the 13th of September, 1873, and also subsequent to that date down to the 15th of June, 1875, when the appellants stopped payment and closed their doors. The general course of dealing was that the savings bank from time to time deposited large sums in the plaintiffs' bank, to be held by the latter at call, or for short stated periods at interest, but without security. This practice and course of dealing continued to the end of 1874, when there being $500,000

due to the defendants' bank by the plaintiffs' bank, and the latter requiring further aid to meet pressing engagements, their cashier Cotté agreed with the defendants on the 16th of February, 1875, for a further advance of $143,000 with collateral security. It is unnecessary to pursue this further, as the plaintiffs received the amount of these loans, and they have been repaid to the defendants. They are referred to only as reflecting some light on the transaction of the 13th of September, 1873, to which their Lordships now return.

The obligations and rights of the parties must now depend on the facts as established, and as to the material facts it seems to their Lordships that there is no real controversy.

The facts are very clearly stated in the judgment of Judge Mathieu, and the results are ascertained by his seven absolute findings which their Lordships adopt for the purposes of their judgment. They generally concur in those propositions, but especially in the fifth, which is to the effect that Cotté had no authority to pledge the plaintiffs' securities to the defendants for his personal debt. There is no real difference as to the material facts between Judge Ramsay in the Court of Appeal (Queen's Bench), and Judge Mathieu, but there is one statement of Judge Ramsay which their Lordships cannot adopt. Judge Ramsay, referring to the transaction of the 13th of September, is represented to have said "that the cashier Cotté had "actually borrowed for his bank, if not in an "identical manner, at all events in a some-"what similar manner, nearly $500,000." That statement seems to their Lordships not to be sustained by the evidence, and to be, in fact, contrary to it.

Their Lordships now return to the transaction of the 13th of September, 1873, and pay special attention to the written records which disclose its true character. Their Lordships desire to observe in passing that where, in reference to transactions of this character, there is a conflict of verbal testimony, they would generally give weight to the written records which exist, and which rarely err.

The contemporaneous written evidences all reach the same point. The loan made on the 13th of September, 1873, was beyond all doubt or question a loan to Cotté personally, and on his personal security, with a collateral pledge of the 500 shares in the Banque Jacques-Cartier. The form of the loan, the promissory note of Cotté that accompanied it, the collateral security and the payment of the amount to Cotté, on cheques payable to him personally, and the entries then made in the books of the defendants, all tend to the same point.

It was urged that Cotté took up this money for the Banque Jacques-Cartier, which got the benefit of it, but this allegation is manifestly unfounded. Cotté had not, and does not pretend that he had, any authority to negotiate this loan on behalf of the plaintiffs, and the proceeds were received by Cotté and immediately applied to liquidate his own debt to his own bank.

Then again it was alleged that the 500 shares deposited by Cotté with the defendants, and actually transferred by him to them as part of the transaction, were the property of the plaintiffs, though standing in the name of Cotté. There is no reliable proof of this allegation which could have been established beyond any manner of doubt if it was true, and it seems to their Lordships that the evidence is entirely the other way. Their Lordships, therefore, are obliged to assume that in law the plaintiffs could not be, and in fact were not, the owners of these 500 shares. Their Lordships desire to point out that if the loan of the 13th of September was a loan made to the plaintiff bank, and on its credit, there seems to be no reason why the prior practice should have been departed from, or why security should have been required. The Banque Jacques-Cartier then owed nothing to the defendants, and the defendants subsequently deposited with the plaintiffs sums amounting to over $500,000 without any security.

The loan of the 13th of September became repayable on the 13th of December, 1873, but was not repaid by Cotté, and on that day a further agreement was entered into between him and the defendants, which is set out in the record and speaks volumes by itself. It is observable, without reading it, that Cotté is here described as "Esquire, of

Montreal," and it is signed by him as "H. C. Cotté," not as cashier or manager, but "H. C. Cotté" simply—but it is signed, on the other hand, by E. J. Barbeau, who describes himself as the manager for the defendants.

No alteration is made in the books of the defendants to indicate that the plaintiffs are in any way connected with this extension of the loan, and the documentary proof is consistent with an extended credit to Cotté personally and to him alone.

From September, 1873, to June, 1875, when the plaintiff's bank shut its doors, there is not to be found a shred of documentary proof that the plaintiff's bank were in any way interested in or liable for this loan of $25,000, or that Cotté had any authority whatsoever to bind the plaintiffs' bank in respect of it, and it seems to their Lordships that under such circumstances it is unnecessary to investigate whether the statements alleged to have been made by Cotté to Judah on the 13th of September, 1873, or to Barbeau on the 13th of December, 1873, were so made as represented, for if made they could be of no avail.

It seems not improbable that some such statement may have been made on the 13th of December, and that Judah has confounded one date with the other. There is nothing in what their Lordships say that is meant as an impeachment of Judah, but their Lordships think he made a mistake.

The bank stopped payment in June, 1875, and up to that event there is nothing in the case to indicate that the defendants alleged that the loan of the 13th of September, 1873, or its extension was a loan to the plaintiffs, or on their credit, or that they knew in fact of its existence. The defendants and Cotté had knowledge of the transaction, but the Banque Jacques-Cartier seems to have been in entire darkness as to it. Barbeau in his evidence, alluding to the statement of Cotté, alleged to have been made on the 13th of December, makes use of this expression that it never entered into their minds to consider the liability of the Banque Jacques-Cartier in respect of it.

The Banque Jacques-Cartier having shut its doors, and Barbeau, the manager of the defendant bank, as its principal creditor, having been somehow appointed as administrator of its affairs, then commences under his management and direction what has been called a manipulation of the books of both establishments, which their Lordships do not find it necessary to examine in detail or to assign to it its proper name and character.

If it had not been for these subsequent details, and if the case stood as it was when the Banque Jacques-Cartier shut its doors, it seems plain that the judgment of the Appellate Court in Canada would have been in accordance with the decision of the Primary Court.

Their Lordships do not find it necessary to refer at length to the transaction of February, 1875. Judge Ramsay in his judgment, after dealing with the case up to the point which their Lordships have now reached, and dealing with the acts of Barbeau, says: "I think that no unauthorized act of Mr. "Barbeau could alter the relations of the "two banks while he represented both. I "think, therefore, that while Mr. Barbeau "was managing the Jacques-Cartier Bank, "nothing has been proved to have taken "place which could alter the original condi- "tion of the transaction, which, on its face, "was a loan to Mr. Cotté personally." In those observations of Judge Ramsay their Lordships concur. Then he goes on: "But "the appellant has another line of defence "which presents a question of greater deli- "cacy, upon which the judgment of this "court definitely turns. The account was "transferred in the books of the Jacques "Cartier Bank on the 23rd of June, 1875, at "latest on the 29th of July it was altered in "the pass-book. In September, 1875, Mr. "Barbeau ceased to have any authority in "the Banque Jacques-Cartier. Its affairs "were, in December, transferred to a new, "and it must be presumed, a vigorous ad- "ministration, yet it was not till the 5th of "August following that they repudiated the "debt entered in their books on the 23rd of "June of the previous year. Admitting to "the fullest extent that Mr. Barbeau's posi- "tion in the Banque Jacques-Cartier, so "long as he remained there, was a disturb- "ing element in estimating the presumption

" of acquiescence in a transaction entirely in " favour of the Banque d'Epargne, how can " we account for the silence of the adminis- " tration during more than nine months?" Accordingly the learned judge proceeds to determine the case against the present appellants on the ground of acquiescence as their Lordships understand his judgment, and upon that and that alone. that is to say, that by their silence for so lengthened a period, the directors of the Banque Jacques-Cartier had acquiesced in the change of the accounts, and in that very dubious and singular entry in the pass-book without any explanation.

The old and debilitated, and what might be called the paralysed and negligent board that existed at the time that this bank stopped payment, is put aside, and a new and vigorous directorate is appointed, and an investigation ensues, and the real character of the transactions is ascertained, that the loan of September, 1873, was a loan to Cotté on his personal security for his own purposes, and not for the benefit of the bank, save to this extent, that it enabled him to pay off or diminish his debt to the Banque Jacques-Cartier. Judge Ramsay puts it upon the doctrine of acquiescence or ratification, though it is difficult to say where acquiescence becomes ratification, but he fixes the period of acquiescence from the election of the new board to the time of the resolution and protest. The new board seems to have done its duty, as it appears to their Lordships, with activity. There was a great deal of complication, and a great deal to be investigated. There were accounts running over a long perio l, so complicated by the entries of Barbeau, that the parties think it necessary to load the record with nearly 300 pages of accounts. Acquiescence and ratification must be founded on a full knowledge of the facts, and further it must be in relation to a transaction which may be valid in itself and not illegal, and to which effect may be given as against the party by his acquiescence in and adoption of the transaction. But this is not the character of the present case. Their Lordships are dealing with the assets of a company which, it is to be borne in mind, had stopped payment, and everything done in the nature of acquiescence or relied upon as such is something that occurred after that bank had stopped payment, and during the time when a struggle was being made by the new directorate to realize the assets of the bank for the payment of its real creditors and the protection of its shareholders. It is said that under such circumstances as these there can be acquiescence. But in what? Acquiescence in the appropriation of the money of the shareholders to pay the debt due by Cotté to the savings bank.

Their Lordships are inclined to adopt entirely the argument that such an acquiescence, even if it had been proved, would be *ultra vires* of those representing the bank after its stoppage, when their duty and their business was to protect the shareholders, to pay the creditors, and to collect the assets of the bank for that purpose, and not for the purpose of paying the debt of Cotté, who was already a defaulter to the amount of $50,000.

Mr. Normandy, in his argument at considerable length, rested upon the transactions of February, 1875. Statements were no doubt then made, but whether they were made to Judah or to Barbeau, or to others connected with the bank, does not appear to their Lordships to matter very much; but it is alleged that there was Cotté's statement that this was a transaction with the bank entered into for their benefit, and to raise money for their necessities. If such statements were made, their Lordships have no proof of the existence of those facts, and above all they have not the slightest proof of the authority of Cotté to take up this money for the bank, and clearly he had no authority whatever to pledge the securities of the bank for the debt that he himself owed.

Entertaining these views, their Lordships do not think it necessary to go further into the det ils of the case. The real keystone of the whole is the original transaction. Once its true character is ascertained, it appears to their Lordships that everything else follows. Their Lordships are therefore of opinion that Judge Mathieu took the true view of the case, and they are prepared to adopt his conclusions; and they will there-

fore humbly advise Her Majesty to reverse the decision of the Court of Queen's Bench for Lower Canada, and to reinstate the judgment of the Superior Court with costs.

Their Lordships think that the appellants should have the costs of this appeal; but on the taxation of the costs here they desire that their officer should have regard to the fact that the record has been cumbered with over 200 pages of accounts of no use whatever on the appeal, and but one or two items of which have been read. If this most unnecessary expense was occasioned by the default of the appellants, they ought not to have the costs thus occasioned.

Judgment reversed.

Sir Horace Davey, Q.C., and *Macleod Fullarton*, counsel for appellants.

C. H. Anderson, Q. C., and *Normandy*, counsel for respondents.

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*SUPERIOR COURT—MONTREAL.**

Conviction under the Indian Act, R.S. cap. 43—Appeal—Procedure—Informer or prosecutor.

HELD:—1. That the sections of the Summary Convictions Act 2 R.S., c. 178, relating to appeals, are applicable to convictions under the Indian Act, 1 R. S., c. 43.

2. That except as to objections upon the face of the record, the respondent ought to begin.

3. That an exception contained in the clause enacting the offence ought to be negatived, but if it be in a subsequent clause or section it is matter for defence and need not be negatived; but this would not necessarily make the conviction illegal (2 R. S. c. 108, sec. 88).

4. That in the circumstances of this case, Montour (the Indian to whom liquor was supplied) was a witness other than the informer or prosecutor.—*Ex parte Lefort & Dugas et al.*, Davidson, J., Dec. 19, 1887.

Master and Servant — Accident the result of dangers inherent to the employment—Responsibility.

HELD:— That an employer, who is not guilty of negligence, is not responsible for loss suffered by an accident to his workman, which is the result of dangers inherent to the trade or employment, and of which the workman was aware when he voluntarily assumed the employment. And so it was held, that master roofers were not responsible for the death of an apprentice, aged 16, who fell from a platform while engaged in his employment, where it appeared that the apprentice was aware of the danger of the work, was fitted to engage in it, and the employers were wholly free from negligence or fault in respect of the platform, tackle, or method of work.—*Lavoie* v. *Drapeau*, Davidson, J., Dec. 28, 1887.

C. C. 2085—Donation of real estate—Registration of sale by donor to third party before registration of donation—Rights of donee—Nullity of deed invoked by answer to plea.

HELD:—1. The notice received or knowledge acquired of an unregistered right belonging to a third party and subject to registration, cannot prejudice the rights of a subsequent purchaser for valuable consideration whose title has been duly registered, except when such title is derived from an insolvent trader;—C.C. 2085. The mere fact that the subsequent purchaser was cognizant of the prior unregistered deed, without evidence of fraudulent collusion between him and the vendor, does not affect his rights.—And so, where F. made a donation of real estate to C., and in the following year, for valuable consideration, sold the same property to S., and the subsequent deed was registered prior to the registration of the deed of donation, and (in the opinion of the majority of the Court) there was no fraudulent collusion between F. and S., the second *acquéreur*, it was held that C. could not maintain a petitory action against S. founded upon the deed of donation, though S. had knowledge of the prior deed.

2. A deed attacked as made in fraud of a creditor cannot be annulled by the Court on a pleading, *e.g.*, a special answer to plea, if the conclusions of the pleading do not ask that the nullity of the deed and radiation of the registration be pronounced by the Court.—*Charlebois* v. *Sauvé*, in Review, Taschereau, Mathieu, Davidson, JJ., (Mathieu, J. *diss.*), Dec. 30, 1887.

* To appear in Montreal Law Reports, 3 S. C.

Street Railway Company — Construction of Charter and Municipal By-laws—Repairs to streets — New pavements — Liability of Company to contribute to cost of permanent improvements.

HELD:—That a street railway company, authorized by their charter to construct and maintain a railway upon a certain street, are not liable, under a municipal by-law requiring the company "to keep the roadway "between their rails, and twelve inches on "each side thereof, paved, macadamized or "graveled as the case may be, so as to suit "the kind of paving used in the streets "through which their lines run," to contribute to the cost of a new pavement laid down by the city over the street in question, including the portion that the company were bound to keep in order.

2. That the laying of new pavements, like the making of the street itself, is a permanent improvement, which is solely at the charge of the city, and to which the company are not bound to contribute.

3. That the company are only bound to keep their tracks and the specified portion of the roadway in good condition, and to make all necessary repairs thereto; but are not bound to perform work altering the form or nature of the roadway and of the paving of the streets.—*City of Montreal* v. *Montreal Street Railway Co.*, Wurtele, J., Nov. 10, 1887.

*DECISIONS AT QUEBEC.**

Commerçant—Faillite—Caution.

Jugé, 1. Que le forgeron que fournit le fer qu'il forge est un commerçant.

2. Que l'inhabilité à payer une dette particulière n'est pas, pour un commerçant, l'état de faillite, qui n'existe, aux termes du No. 23 de l'article 17 du Code Civil, que lorsqu'il a cessé ses paiements en général.

3. Que l'indemnité, que peut exiger la caution d'nn débiteur en faillite, ne lui permet pas d'opposer la dette qu'elle a cautionnée en compensation ou extinction de sa dette au failli.—*Sirois* v. *Beaulieu*, en révision, Stuart, J. C., Casault et Caron, JJ., 31 mai 1887.

* 13 Q. L. R.

Assurance contre le feu—Condition—Seconde assurance.

Jugé, 1. Que l'admission faite par un assuré dans sa déclaration assermentée de perte, que la chose assurée par la police contenant la condition de ne pas assurer a, de fait, été assurée dans une autre compagnie, ne constitue pas une preuve suffisante de violation de cette condition.

2. Qu'une seconde assurance à une compagnie de mauvaise réputation et qui n'a pas de licence du gouvernement fédéral, n'est pas une infraction à la condition de ne pas assurer ailleurs, et cela, quand même l'assuré aurait cru cette compagnie excellente.—*National Ins. Co. & Rousseau*, en appel, Dorion, J.C., Tessier, Cross, Baby, Church, JJ., 4 mai 1887.

Garantie — Responsabilité entre créanciers.

Jugé, 1. Que dans la présente cause, les appelants étaient non seulement les syndics, mais aussi intéressés comme créanciers, à la liquidation des affaires de N. Têtu & Cie.

2. Que la responsabilité des créanciers intéressés à la dite liquidation ne se règle pas d'après l'article 1726 du Code Civil, mais d'après les articles 1117 et 1118, qui décrètent que l'obligation conjointe et solidaire de plusieurs débiteurs se divise de droit entr'eux, et que si l'un d'eux a payé une pareille dette, il ne peut recouvrer de ses co-débiteurs que leur part proportionnelle.

3. Que les appelants, demandeurs en garantie, n'ont pas de recours solidaire contre les créanciers pour se faire indemniser des condamnations qui pourraient être prononcées contre eux.—*Chinic et al. & Ross et al.*, en appel, Dorion, J.C., Cross, Baby, Cimon, Pelletier, JJ., 6 oct. 1887.

Réponses aux articulations de faits—Défaut—Frais.

Jugé, Que lorsqu'il a été permis à une partie de produire des réponses aux articulations de faits après l'expiration des délais fixés par la loi, et même après l'inscription au mérite, cette partie ne sera tenue de payer que les frais causés par son défaut de produire en temps utile les dites réponses, et que la partie adverse ne pourra mettre de côté la preuve par elle déjà faite et recommencer son enquête, mais qu'elle ne pourra qu'ajouter à sa preuve si elle a de nouveaux témoins à faire entendre.—*Lambert* v. *Duclos*, C.S, Stuart, J.C., mai 1886.

Prescription.

Jugé, Que la reconnaissance pure et simple d'une dette suffit pour interrompre la prescription qui n'est pas acquise, mais que, pour valoir comme renonciation à celle acquise, cette reconnaissance doit être dans des termes qui équivalent à une promesse de payer.—*Ursulines* v. *Gingras*, C.S., Casault, J., 22 juin 1887.

Frais Privilégiés.

Jugé, Que les frais de défense ne sont pas privilegiés et ne peuvent pas être accordés, par préférence, sur le produit des biens saisis et vendus en exécution du jugement les octroyant.—*Langlois* v. *Corporation de Montmigny*, en révision, Casault, Caron, Andrews, JJ., (Caron, J., *diss.*,) 30 sept. 1887.

Société Commerciale—Preuve.

Jugé, 2. Que la preuve verbale produite pour prouver l'existence d'une société entre les intimés est illégale et insuffisante.

2. Que le bail par lequel il est stipulé que le loyer sera une part des bénéfices provenant de l'industrie du locataire, ne constitue pas une société entre lui et son locateur.—*Préfontaine & Barrie*, en appel, Dorion, J.C., Tessier, Cross, Baby, Church, JJ., 8 octobre 1887.

Opposition à jugement—Affidavit—Waiver.

Jugé, 1. Que le Statut 46 Vict., ch. 26, s. 4, laisse à la discrétion du juge l'appreciation de la suffisance des raisons données dans un affidavit à l'appui d'une opposition à jugement, et qu'il n'y a pas de formule sacramentelle à cette fin.

2. Que l'opposition à jugement ne peut être reçue sans la permission préalable du juge.

3. Que dans le cas actuel, il y a eu renonciation (waiver) par le demandeur d'invoquer cette objection parcequ'il a contesté l'opposition au mérite.

4. Qu'il n'est pas nécessaire que l'affidavit soit assermenté par l'opposant lui-même.—*Crédit-Foncier* v. *Dubord*, C.S., Larue, J., oct. 1887.

Damages—Prescription of action against City Corporation—Costs.

Held, 1. That any action against the corporation of a city or town for damages arising from their neglect or default to keep in repair any of its roads, streets or highways, must be brought within three months after such damages have been sustained, and that thereafter such action is absolutely barred and prescribed in virtue of sec. 4, ch. 85, C.S.C.

2. That in the present case, the action is dismissed without costs, inasmuch as the defendants ought to have taken advantage of the limitation of plaintiff's right of action without taking issue on the facts and merits of the demand.—*Corporation of Quebec & Howe*, in appeal, Dorion, C.J., Cross, Baby, Church, JJ., Oct. 8, 1887.

Nantissement—Cession—Résolution.

Jugé, 1. Qu'une dette active peut être donnée en nantissement.

2. Que les stipulations que le cessionnaire pourra retirer la dette transportée comme garantie collatérale, et que celle-ci est cédée et abandonnée avec tous les droits, actions, priviléges et hypothèques du cédant, qui promet la fournir et faire valoir, opèrent une délégation complète de la dette en faveur du cessionnaire.

3. Que la résolution consensuelle de la vente et la remise de la totalité de la propriété au créancier qui les a stipulées, mais qui avait, auparavant, transporté partie du prix, ne décharge pas l'acquéreur, qui a consenti la résolution, de l'obligation de payer les autres parties du prix à ceux des cessionnaires dûment saisis qui n'y ont pas donné leur consentement.—*Leonard* v. *St. Arnaud*, en révision, Stuart, J.C., Casault, Caron, JJ., 30 oct. 1887.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 3.

Judicial Abandonments.

Louis S. Clayton, saloon-keeper, Montreal, Feb. 24.

Pierre Martin, trader, Laprairie, Feb. 24.

J. B. Proteau, miller, St. Thomas Montmagny, Feb. 29.

Adhémar Paré, trader, Lachine, Feb. 21.

Joseph Robitaille, trader, Sorel.

Curators appointed.

Re Joseph Bérard.—C. Desmarteau, Montreal, curator, Feb. 28.

Re Brault & Gendron.—C. Desmarteau, Montreal, curator, March 1.

Re Crépeau & Duval. — P. E. Panneton, Three Rivers, July 5, 1887.

Re Chs. Cyr, Carleton.—J. B. E. Letellier, Quebec, curator Feb. 18.

Re George Gagnon, St. Roch. — J. McD. Hains, Montreal, curator, Feb. 24.

Re Napoléon Lavoie, Levis.—H. A. Bedard, Quebec, curator.

Re Alexander Maranda, farmer, formerly of Ste. Rosalie.—Jules St. Germain, N. P., St. Hyacinthe, curator. Feb. 20.

Re W. W. Morency.—Kent & Turcotte, Montreal, joint curator, Feb. 27.

Re Adhemar Paré, Lachine. — Kent & Turcotte, Montreal, joint curator, March 1.

Re Ranger & Gamache, Vaudreuil.—Kent & Turcotte, Montreal, joint curator, March 1.

Re A. E. Trudel & Co.—H. A. Bernard, Montreal, curator, Feb. 28.

Dividend.

Re William Pringle. — Dividend, W. C. Simpson, Quebec, curator.

Separation as to property.

Marie Emma Giroux vs. Joseph Napoléon Taillefer, trader, town of St. Henri, Feb. 28.