

Tremblay & Turgeon, S.C.M.
Trust & Loan Co. & Quintal, S.C.M.
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The judgments at Montreal on appeals from the respective districts, in the year 1882, were as follows :

	C.	R.	Total.
Montreal	80	32	112
Ottawa	5	0	5
Terrebonne	0	1	1
Joliette	1	0	1
Richelieu	3	0	3
St. Francis	10	4	14
Bedford	4	0	4
St. Hyacinthe	4	0	4
Iberville	0	0	0
Beauharnois	0	0	0
	107	37	144

The fact that in 32 appeals from the country districts, the judgment was affirmed in all but five cases, is highly creditable to the administration of justice in those districts.

There were also three criminal cases decided at Montreal. On two writs of error, the judgment was affirmed in one case (*Thayer v. Reg.*), and conviction quashed in the other (*Kelly v. Reg.*) In the third case (*Reg. v. Suprani*), a reserved case, the conviction was maintained.

In the Quebec Division there were 59 judgments in civil cases. In 30 cases the judgment was confirmed, and in 29 cases the judgment was reversed.

There were also 4 judgments at Quebec on reserved cases. In 3 cases the conviction was affirmed, and in 1 case the verdict was set aside.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, January 31, 1882.

SICOTTE, TORRANCE, RAINVILLE, JJ.

DEVLIN V. WILSON.

Action for commission.

The judgment inscribed in Review was rendered by Mr. Justice Doherty in the Superior Court, Montreal, Dec. 11, 1882, dismissing the plaintiff's action. His Honor made the following observations in rendering judgment:—

This is an action for a commission. In the year 1877 a man named O'Brien and another had a claim against the Government, and O'Brien transferred this claim to Wilson, his private creditor. The matter remained unsettled for two

or three years, when the plaintiff and defendant met, and the plaintiff, who was a notary represented to the defendant, that he could go to Ottawa about the matter, and he offered to negotiate a settlement for a commission of \$200. A writing was made to that effect, stipulating that if the plaintiff succeeded in effecting a transmission of the money from the Government he was to get the \$200. The plaintiff now sues for the commission, but the defendant denies that he ever succeeded in getting the money for him. There appears to be no evidence in the record to show that plaintiff has rendered any services in the matter. Except what is admitted by the defendant himself, there is nothing to show that the plaintiff ever was at Ottawa in connection with the business. Two lawyers were brought up to say that it is worth \$200 for a professional man to go to Ottawa to attend to any business; but they do not say that the plaintiff ever went to Ottawa. There is no evidence that the plaintiff ever negotiated with the Government, or that he ever put his foot inside of a public office in connection with the business. The action is brought for commission under a contract; no commission was earned, and the action must be dismissed.

The above judgment was unanimously confirmed by the Court of Review.

Judah & Branchaud for the plaintiff.

Curran & Co. for the defendant.

SUPERIOR COURT.

MONTREAL, Dec. 11, 1882.

Before DOHERTY, J.

HÉTU V. BRODEUR.

Commission for procuring Loan—Action for commission where loan was not effected.

PER CURIAM. This is an action by the plaintiff to recover the sum of \$130, alleged to be due by the defendant as commission for procuring for him a loan of \$13,000. The defendant was indebted to the Credit Foncier Company, and was desirous of paying off their claim on the 1st of June, when the annual day of payment came round. But in order to pay off the Credit Foncier, he required a loan of \$13,000. He accordingly entered into a written agreement with the plaintiff, in which the conditions were specially set forth, and the earning of a commission of one per cent. was made dependent on