

defendant had the woman sent to the Lying-in Hospital. Subsequently, in October, 1862, he induced her to enter into a notarial agreement, in which it was stated that to avoid scandal and litigation, she was to accept \$6 per month till the child should attain the age of 7, in consideration of which she was to forego her claim for damages against the defendant. \$12 were paid at the time the deed was passed, and \$24 were afterwards acknowledged to have been paid, so that six months were paid in all. But subsequently, the defendant refused to support the child, and for the past two years and a half he had not paid a cent. The plaintiff now was advised at law that the bargain between them was no longer in force, and she was induced to bring an action claiming \$10 a month from the time of the child's birth. As the condition of the agreement was that the plaintiff was to forego her claim for damages on his paying the \$6 a month regularly, the bargain respecting damages might be considered at an end. But the bargain for the child was \$6 a month up to the age of 7, while the plaintiff claimed \$10 per month up to the age of 14. This was met by a demurrer on the part of the defendant, stating that plaintiff cannot go beyond the contract. She ought to have prayed that the contract be set aside. The Court, therefore, could not do otherwise than maintain the demurrer, but the defendant would be allowed no costs, and plaintiff would have an opportunity of putting her action in such shape that a judgment could be rendered.

BERTHELOT, J.,

ROBERTS *v.* WEST.

Capias quashed because name of deponent's informant was not disclosed in the affidavit.

In this case the defendant moved to quash the *capias* on the following among other grounds: That the affidavit set out that the defendant had been in the United States, and was immediately about to return there, but did not state the name of the person who gave this information to deponent. It was alleged that the thing was publicly known, and that defendant had entered his name on the books of a hotel as being of New York; but this was not sufficient. Judgment would go quashing the *capias*, because the name of the informant was not given.

GOULT *v.* DUPUIS.

HELD.—That a person ceasing to profess the Roman Catholic religion must notify his *curé* in writing, in order to be exempted from liability for church dues.

This was an action for church dues. The plea of the defendant was that he had ceased to be a Roman Catholic, and that being now a Protestant, he was not liable for the amount claimed. To support this plea he desired to adduce verbal evidence. Mr. Justice Monk had rejected this testimonial proof and a motion was now made to revise this ruling. The court believed the ruling to be correct. A person ceasing to be a Roman Catholic must give his *curé* notice in writing. Verbal proof would be too easily obtained. There being no commence-

ment de preuve par écrit in this case, the ruling was correct, and the motion to revise must be rejected.

MONK, A. J.,

RAISON *vs.* CORPORATION OF MONTREAL.

HELD.—That Counsel may be called upon to disclose the place of residence of their clients; but it is optional with them to answer.

This was a petitory action. In the declaration the plaintiff was described as of the district of Ottawa. Since the institution of the action he had left his residence, and probably the Province, and was not to be found. The defendants were desirous of serving on him a rule for *faits et articles*, and not being sure that interrogatories served at the Prothonotary's office would, in case of the plaintiff's default, be taken *pro confessis*, they made application that the plaintiff's attorney should be called on to declare where his client was. Their intention was, if the attorney stated where the plaintiff was, to send a commission to examine him. While if his attorney refused to state where he was, they believed they would then be justified in serving the interrogatories at the Prothonotary's office. The plaintiff's attorney answered that he could not be compelled to disclose his client's whereabouts, and that it would derogate from the authority of the Court to give an order which might be disobeyed with impunity. Further, that the plaintiff had been indicted, true bills found against him, and he was a fugitive from justice; so that it would be a violation of professional confidence to state where he was. With reference to the first point, it certainly seemed to be an extreme exercise of authority to order a counsel to state where his client was. But it had been done in France; and, moreover, the counsel was at liberty to refuse to comply if he pleased. His refusal only put the defendants in a more advantageous position. As to the second objection, it was not, in the opinion of the Court, any breach of professional confidence, and, besides, there was no compulsion in the matter. Rule granted.

GLASSFORD *v.* TAYLOR.

HELD.—That the Superior Court has no power to amend an award of the Board of Revisors of the Montreal Corn Exchange Association. If irregular, it must be set aside in toto.

This was an action brought upon an award of the Board of Review of the Montreal Corn Exchange Association. This Association had obtained an Act of Incorporation empowering it to provide by By-law for the appointment of arbitrators to whom may be referred controversies relating to commercial matters between the members. From the Arbitrators there was an appeal to the Board of Review, and the award rendered by this Board was deposited in the Superior Court. The Court had no power whatever to touch this award, there being no appeal or *certiorari* allowed. In the present case, the two arbitrators not agreeing a third was named, and subsequently the Board of Revisors gave their award which was deposited in the Superior Court, and a rule taken in due