

overdue at the time of suit. He had retaken possession of the goods for which the notes were given, and had re-sold them, crediting defendant with the amount obtained.—*Held*, not to be a payment by the party chargeable or his agent, sufficient to take the case out of the Statute of Limitations. *Massey-Harris v. Smith*. (Newlands, J., 1904), p. 50.

See CRIMINAL LAW, 2.

LIQUOR LICENSE ORDINANCE.

See CONVICTION, 2.

MALICE.

See TRESPASS TO TO THE PERSON, 1—MALICIOUS PROSECUTION, 1.

MALICIOUS PROSECUTION.

1. Malicious Prosecution — Malice

—*Reasonable and Probable Cause*].—In an action for malicious prosecution the Court must decide whether upon the facts, the defendant had reasonable and probable cause for his proceeding, and it will be held that he had if he took reasonable and probable care to inform himself of the facts, and honestly, though erroneously, believed such a state of facts to be true as would, if actually true, have constituted a *prima facie* case for the prosecution complained of.—*Held*, (reversing the judgment of SIFTON, C.J.,) that the defendant in this case had reasonable and probable cause for his proceeding. *Wainwright v. Villetard*. (Court en banc, 1905), p. 189.

MASTER AND SERVANT.

1. Master and Servant—Hiring at

Monthly Salary at Pleasure of Master.—The hiring of a municipal servant "at the pleasure of the council at \$75 per month," is a monthly hiring at the pleasure of the municipality, and the employee cannot, upon leaving his employment in the course of any month, recover any salary in respect of that part of the month which has elapsed. *Sheddon v. City of Regina*. (Newlands, J., 1907), p. 290.

2. Master and Servant—Wrongful Dismissal — Tradesman Performing Domestic Services—Conduct—Damages

—*Evidence*.]—The plaintiff, a skilled mechanic, hired with the defendant for one year, performing the services of a mechanic and also of a domestic servant. He left before the expiration of the year, under circumstances indicating a dismissal by the Master, although there were no express words of dismissal. The plaintiff did not reside with the defendant or within his curtilage.—*Held*, (1) A dismissal may be created without express words.—(2) The plaintiff was a domestic servant in law.—(3) The general rule whereby domestic servants may be discharged on a month's notice or on payment of a month's wages in lieu thereof does not apply where they are hired for a year and where it is part of the agreement that "the contract is to be indissoluble during the year." *Burgess v. St. Louis*. (Wetmore, J., 1899), p. 451.

See NEGLIGENCE, 1.

MORTGAGE.

See EXEMPTIONS UNDER EXECUTION, 4—LAND TITLES ACT.

NIENS REA.

See ANIMALS, 1.

MUNICIPAL LAW.

1. Quo Warranto—Validity of Election.]—The practice in the Territories providing for a writ of summons in the nature of a *quo warranto*, differs from that in England. There the question raised is the right of the respondents to use and exercise the office. Here, what is to be decided is whether there was an election, if so, whether the respondent was elected, and, if so, whether his election was valid. Consequently it is not necessary in proceedings here that the material should shew that the respondent has accepted the office or the term for which he was elected. *Ree ex rel. Park v. Street*. (Wetmore, J., 1905), p. 137.

2. Municipal Law—Non-repair of Streets—Right of Action]—The provisions of the Municipal Ordinance in