ions admitted that Senécal was entitled to keep the said debentures.

In the second action, both Courts found, as they did in the first action, that the facts stated were not made out in evidence. The Superior Court dismissed the suit with costs. The Court of Queen's Bench on affirming the judgment said, "Considering that the "said appellant has failed to establish that "he was entitled to the conclusions of his "declaration against the said Ashley Hib- "bard, doth confirm the judgment rendered "by the Court below, and doth dismiss the "said action of the said Louis A. Senécal "with costs against him, both in the Court "below and on the present appeal." They, however, added a reservation. The contention of Mr. Fullarton, on behalf of Senécal, is that the reservation is not sufficient. It was this: they reserved to Senécal "any re- "course which he might have or pretend "against said Ashley Hibbard as defendant" on two judgments, which had been set up by Senécal in the suit; but there was no reservation in respect of two promissory notes which had also been set up by Senécal, the learned Judge on the trial having found that those two promissory notes were not on stamps, and that they were prescribed. It appears to their Lordships that such a reservation was unnecessary. The Court found merely that the plaintiff had not made out his conclusions; but, whether the reservation was necessary or not, their Lordships think that the Court omitted to reserve the right upon the two notes, because they considered that they had not been stamped, and were barred by prescription. Under those circumstances they think it unnecessary to amend the reservation by including in it the right to have recourse upon the two notes.

Their Lordships will therefore humbly recommend to Her Majesty that the judgment of the Court of Queen's Bench be affirmed. The appellants must pay the costs of this appeal.

Judgment affirmed.

Fullarton for the appellant.

Bompas, Q. C., and *Jeune* for the respondent.

CIRCUIT COURT.

MONTREAL, Nov. 30, 1886.

Before JOHNSON, J.

BERNARD v. LA CORPORATION DE LAPRAIRIE.

Municipal Code, Art. 807—Action by special Superintendent.

HELD:—*That the special superintendent appointed to revise a procès-verbal of a bridge, was not entitled under C. M. 807 to sue for more than was due to himself, the claims of others having been paid.*

The action was for $90, balance of a sum of $100 claimed by the plaintiff for services as special superintendent, and which, it was alleged, had been taxed at that sum by the Board of Delegates.

The defence was that the Board of Delegates taxed the whole amount due to various parties at $100, and that the plaintiff was only entitled to $12 for his services, of which $10 had been paid to him, and $2 were tendered.

PER CURIAM:—The plaintiff was charged by resolution of the County Municipality of Chambly, as special superintendent to revise a *procès-verbal* of a bridge common to two counties, and homologated by both. He accepted the office, and reported some amendments. Subsequently, at a meeting of the *Bureau des délégués* of both counties, the plaintiff's report was adopted. The declaration alleges that at this meeting of the delegates of both counties, the plaintiff's bill was taxed. That is true; but in going on to state that they fixed the fees of the plaintiff at $100, there is palpable error. They did no such thing. They taxed the bill, not only as regards what was due to the Superintendent but also as respects what was due to others; and the plaintiff now sues for the whole.

The defendants plead that the plaintiff is without right to ask anything not due to himself; and that they have paid all the costs incurred by his proceedings to himself and to others employed, and to his release, except $2 which they offer with their plea.

I am of opinion that the defendants have established their case. There is no doubt that the plaintiff would have been liable to those who have been paid; and a payment