

advantage of both parties to have the case remain *in statu quo* till the said final judgment.

The defendant cited the case of *Mainville v. Young* (5 L. N. 378.)

The Court declared the motion premature, and rejected it with costs.

*Lasleur & Rielle*, for Plaintiff.

*J. A. Descarries*, for Defendant.

(N. T. R.)

### CIRCUIT COURT.

MONTREAL, January 23, 1888.

*Coram* GILL, J.

LACAILLE V. CONNOLLY.

*Promissory note dated and payable at place where action is brought—Declinatory exception.*

This was an action for the recovery of \$54.50, amount of a promissory note, dated at Montreal, payable at La Banque Nationale there. The action was served on the defendant at his residence and domicile in the district of St. Francis.

To the action the defendant pleaded a declinatory exception, alleging that the note was made in the district of St. Francis.

At the trial the parties filed the following admission in writing: "The parties consent and admit that the promissory note in this cause was executed by defendant at Windsor Mills, in the district of St. Francis, and delivered by him there to Roy & Cie. who endorsed and delivered the same to the plaintiff herein for value."

The Court dismissed the *exception déclinatoire* with costs.

(W. B. D.)

### SUPERIOR COURT—MONTREAL.\*

*Partnership—Action between partners after final settlement.*

**Held:**—That when a final settlement of accounts has been made between partners, after the dissolution of the firm, there is no longer any occasion for an action *pro socio* in respect of a claim, of one partner against another,

based upon the final arrangement between them.—*Gourlay v. Parker*, in Review, Johnson, Taschereau, Mathieu, JJ., November 30, 1887.

*Quebec Controverted Election Act—Procedure—Certificate of Stenographer—Reading of deposition to Witness—Presumption in favor of due execution of official Act in absence of proof—Corrupt Act.*

**Held:**—1. That the trial judge exercised a proper discretion in permitting the stenographer to append his certificate to depositions transcribed from short-hand notes, which had been filed without being certified correct.

2. That depositions which have not been read over to the witnesses deposing, are not legal evidence; but where the record does not show whether the depositions were or were not read over to the witnesses by the stenographer, the presumption is that the officer of the Court properly performed the duty incumbent on him, the principle applicable being, "*omnia præsumuntur rite et solemniter acta donec probetur in contrarium.*"

3. That corrupt acts by agents were proved in the present case—Election of Missisquoi, *McQuillen & Spencer*, Johnson, Loranger, Tait, JJ., Dec. 20, 1887.

*Master and servant—Responsibility of master—Insufficiency of scaffolding.*

**Held:**—(Affirming the judgment of Mathieu, J., M. L. R., 3 S. C. 198), that an employer is responsible for injuries suffered by his workman in consequence of the insufficiency of a scaffolding constructed by a fellow-servant in obedience to the orders of the employer.—*Bélanger v. Riopel*, in Review, Papineau, Loranger, Davidson, JJ., Dec. 30, 1887.

*Régistrateur—Certificat—Hypothèque payée—Honoraire—Répétition.*

**Jugé:**—Que le régistrateur qui donne un certificat doit y mentionner toutes les hypothèques affectant la propriété pour laquelle on demande tel certificat, mais qu'il ne doit pas y inclure les hypothèques qui ont été payées; et qu'il pourra être condamné à

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