

de la propriété du dit demandeur, celui-ci n'a conclu qu'à la construction même de la clôture, construction, qui devait être requise et poursuivie conformément aux articles 425 et suivants du Code Municipal, le jugement prononcé en première instance, le 31ème jour de décembre 1885, est confirmé avec dépens; mais sauf recours au demandeur pour faire déclarer le dit défendeur propriétaire du dit chemin et obligé à le clôturer, ou autrement séparer, du terrain du dit demandeur."

Judgment confirmed.

Fitzpatrick & Dorion for plaintiff.

Caron, Pentland & Stuart for defendant.

(J. O'F.)

SUPERIOR COURT.

QUEBEC, April 22, 1886.

Before CASALTY, J.

GIRARD v. GIGNAC.

Negligence—Damages—Coercive imprisonment.

On the 22nd November, 1883, in broad daylight, the plaintiff, a clothes-washerwoman, earning her living by so washing in private houses, was passing, from one side of Fabrique street to the other side of that street, over one of the flagstone crossings, when the defendant, driving with very unusual speed down the street, his horse harnessed to a calèche, knocked the plaintiff down, ran over her, the consequence being that her arm and hand were very severely bruised and one of her fingers was dislocated.

The medical testimony disclosed the fact that, owing to an ulcerous sore that formed between the thumb and forefinger of the injured hand, she was unable, for over two months, to do any work. It also appeared in evidence that, instead of stopping to see whether or not he had injured the plaintiff, the defendant continued his course with unabated speed.

HELD:—That a person, so inflicting bodily injury, can be constrained, by coercive imprisonment, to the payment of whatever compensation, in the shape of damages, may be awarded against him by the Court.

The following is the text of the judgment:

"La Cour, ayant examiné la procédure et la preuve de record et entendu les parties par

leurs avocats, la présente cause ayant été inscrite aux enquêtes et mérite en même temps;

"Considérant que le défendeur, par sa faute et négligence avec sa voiture, a renversé la demanderesse sur la voie publique, lui a infligé une blessure, qui l'a fait souffrir et l'a empêchée de se livrer à ses occupations habituelles pendant un temps assez considérable;

"Considérant néanmoins que le défendeur est charretier, dont, en l'absence de preuve au contraire, les moyens doivent être très-limités, condamne le défendeur, même par corps, à payer, à la demanderesse, \$60, avec intérêt de ce jour et les dépens."

Tessier & Pouliot for the plaintiff.

F. X. Lemieux for the defendant.

(J. O'F.)

CIRCUIT COURT.

WATERLOO, Co. Shefford, April 13, 1886.

Before BUCHANAN, J.

CROSS et al. v. SNOW.

Prescription—Note made and payable in foreign country—Maker changing Domicile to Province of Quebec—Remedy upon Note—Matter of Procedure—C.C. Arts. 6, 2190.

1. No action can be maintained in the Province of Quebec upon a promissory note made and payable in a foreign country, after the expiration of five years from the time when the defendant established his domicile openly and without any concealment in the province of Quebec,—whatever may be the time required to prescribe such note in the country where it was made. C.C. 2190.

2. The rule that the law of the place of the contract governs the contract, does not apply to the remedy or action upon a promissory note. This, being matter of procedure, is governed by the law of the place where the remedy is sought to be enforced (C.C. 6), and therefore no action can be maintained in the province of Quebec, upon a note which, though not prescribed by the law of the country where it was made, is prescribed by the law of the province of Quebec, where the action is brought.

BUCHANAN, J.:—

The plaintiffs, as payees of a promissory