after this absolute denial of having ever got anything at all from the plaintiff, or being indebted to him, the defendants pleaded compensation and prescription to and against what they asserted had never had any existence, pleas entirely inconsistent with their previous averments. But there was a third plea setting up all the facts, and it was upon this plea that the case was judged.

O'DONAHUE *v.* MORSON.

HELD—*That the surety for an absent tenant has no right of action for the resiliation of the lease, on the ground that the premises are out of repair; and cannot bring any such action in the name of the absent tenant.*

The plaintiff in this case leased from defendant a house in the St. Ann Suburbs, which was not in very good order. After being there for some time, he paid the first quarter's rent without making any objection. Some time after however, he was convicted of having sold liquor without license, and fearing the result of the judgment he went away to parts unknown. Before he went he had sub-let the front half of the upper flat and part of the second flat, and he left the tenants in the house when he went. When the second quarter was entered upon and one month due, the defendant's agent applied for it, but did not get it. In the original lease another party became surety jointly and severally for the payment of the rent, and having been applied to for the money, he thought it would be a very good plan to institute an action in the name of the absent tenant for the resiliation of the lease upon the ground that the roof leaked. But if the surety had a right of action at all he should have brought the action in his own name; the law gives him as such surety no right to plead the personal inconvenience of the tenant for whom he became surety, even if the tenant had suffered such inconvenience. The tenant never complained that the roof leaked, or that the house was in bad order. He paid his first quarter's rent regularly, and would have paid the month's rent of the second quarter, and probably remained to this day but for the conviction. The action must be dismissed with costs.

Ex parte DANSEREAU *v.* CORPORATION OF VERCHERES.

HELD—*That a procès-verbal made by a superintendent without visiting the localities or examining the previous procès-verbaux connected with the work, will be set aside as not entitled to confidence.*

This was an appeal from a *procès-verbal* for building a bridge. By resolutions of the Council, a superintendent was appointed to go and visit the place with all the authority vested in him by his appointment, and make a report. The Court was not disposed to maintain this *procès-verbal*. The superintendent had not performed his duty, had not visited the localities to be affected by his report, had not examined the *procès-verbaux* connected with the work, and himself declared and reported subsequently that if he had seen the *procès-verbaux* he would have made a different report. This declaration made by the superintendent was sufficient to have his report set aside, because no confidence could be placed in a report made under such circumstances. Appeal maintained and *procès-verbal* set aside.

NORDHEIMER *v.* FRASER.

HELD—*That a person who has leased a piano belonging to him, has a right to revendicate it after it has been sold by a third party to cover advances made by such third party to the lessee.*

Held also, that a sale of property pledged for advances must be public and after due advertisement.

The plaintiff leased to one Laidlaw a piano proved to be worth $500, for three months, at $6 a month. In August following Laidlaw applied to Mr. Leeming for an advance upon this piano, telling him it was his. Mr. Leeming without making any inquiry advanced him $200 upon the piano, and afterwards advanced him a further sum of $25, but not upon this piano. Some time afterwards Mr. Leeming's head man of business applied to a manufacturer in town and asked him what he thought the piano was worth. The answer was $200. Now the piano was proved to be worth $500. Mr. Leeming, however, sold the piano to defendant for $200, which was not sufficient to cover the advance and expenses. The question then was, did Mr. Leeming acquire any right of property in the piano by making advances upon it? When Laidlaw went first to Mr. Leeming, the latter proposed to put it under Nordheimer's care, but Laidlaw of course objected to this. Nordheimer had endeavoured to find out where the piano had got to, but it was only just before the action was brought that he found out what had become of the piano. Now as to Mr. Leeming's right to sell this instrument—if sold at all, it should have been sold publicly, and after being properly advertised as the property of Laidlaw. It was only put into Leeming's hands as a pledge, and the public had a right to be notified of the fact. Mr. Leeming not having taken the necessary precautions, cannot deprive Nordheimer of his property. Under these circumstances the *saisie-revendication* must be held good, and judgment given in favor of plaintiff.

MCWILLIAMS *v.* JOSEPH.

HELD—*Where a builder had quarried some stone under a contract, which he afterwards refused to sign, that he was, nevertheless, entitled to be paid for the work done.*

The defendant in this case asked for tenders for building a house, and the plaintiff made a tender. At the bottom of the tender it was mentioned that the work was to be completed within a certain time for a certain sum; and if not completed within the time specified, the sum to be paid was to be less. Defendant told plaintiff to go and sign the contract, but in the meantime he said he might be quarrying stones for the building. The plaintiff began to quarry the stone, but did not sign the contract, and said he would not do so unless he were allowed