

upon by the plaintiff was the sale by the defendants, who carried on the business of newsvendors in the city of London, of copies of the newspaper in the ordinary course of the defendants' business.

The jury found first that the defendants did not, nor did either of them, know that the newspapers at the time when they sold them contained libels on the plaintiff; secondly, that it was not by reason of any negligence on the defendants' part that they did not know that there was any libel in the newspapers; and thirdly, that the defendants did not know that the newspaper was of such a character that it was likely to contain libellous matter, nor ought they to have known it. The jury assessed the damages of the plaintiff at one farthing.

Upon these findings the judge directed that judgment should be entered for the defendants, with costs.

Their lordships held that a newsvendor who, in the ordinary course of business, sells a newspaper containing a libel without knowing, and without negligence in not knowing, that there is a libel in it, and without knowing, and without negligence in not knowing, that the newspaper was of such a character as to be likely to contain libellous matter, is not liable in damages as publisher of the libel.

Appeal dismissed.

COUR DE CASSATION (France).

Septembre 1885.

*Re* CONSTANTIN et al.

*Prescriptions particulières—Entrepreneurs.*

JUGÉ—*Que les courtes prescriptions mentionnées au Code Civil, articles 2271-2272, contre les ouvriers et gens de travail, ne sont pas applicables aux entrepreneurs, quand même le travail qu'ils ont fait ne l'aurait pas été à prix fait ou n'aurait été que des menus ouvrages.*

Ainsi jugé par la Cour de cassation (Chambre des requêtes), sur le moyen unique du pourvoi pris de la violation des art. 7 de la loi du 20 avril 1810, et 2271 et 2272 Code Civil, par les motifs suivants :

“ Attendu que le tribunal de Toul déclare pressément que : Constantin frères sont

des entrepreneurs auxquels n'est pas applicable pour le prix des travaux par eux effectués, la prescription des articles 2271-2272 ;

“ Attendu qu'il y a là une constatation souveraine en fait, et suffisante en droit pour justifier la décision attaquée ;

“ Attendu dès lors, qu'aucun des textes susvisés n'a été violé.

“ Rejette le pourvoi.”

(Rapport de M<sup>re</sup>. Louis Albert).

(J. J. B.)

#### PRIVILEGE OF THE CROWN.

The case of *Exchange Bank of Canada*, Appellants, and *The Queen*, Respondent (M. L. R., 1 Q. B. 302), was heard before the Judicial Committee of the Privy Council in December. The question is whether the Crown has a privilege over other creditors in respect of a debt due from a company in liquidation. It is an appeal from the decision of the Court of Queen's Bench, Province of Quebec, which reversed a decision of the Superior Court, Province of Quebec.

The counsel for the appellants were Mr. Horace Davey, Q.C., Mr. Macmaster, Q.C., and Mr. N. W. Trenholme; and for the respondents, Sir Farrer Herschell, Q.C., Mr. G. W. Burbidge, Mr. L. Ruggles Church, Q.C., and Mr. F. H. Jeune.

The material facts of the case, shortly stated, are as follows:—In September, 1883, the Exchange Bank of Canada was put in liquidation under the provisions of the Act 45 Vic., chap. 23 (Canada), and Alex. Campbell, F. B. Mathews and Thos. Darling were appointed liquidators. On the 15th of March, 1884, the Attorney-General for the Province of Quebec filed with the liquidators, in the name of Her Majesty, a claim against the estate of the bank for \$75,000, being the amount of a deposit made with the bank on the 8th of September, 1883, payable with interest at the rate of five per cent. per annum, and demanded that the amount due in principal and interest be paid by privilege out of the assets of the bank. Mr. L. H. Massue, a creditor for \$20,000, deposited with the bank on the 7th of February, 1883, and the Merchants Bank, another creditor for \$3,050, as holders of unredeemed bills issued by the Exchange Bank, contested the privilege