should have an action for a thing which is of no real value and is only "vermin." So the action does not lie.

BUDENELL, Ch. J.: I agree one shall not have replevin nor detention for such things, for this reason, that they are not of any price (value). The claimant cannot name the value nor say that they are his wild animals. And yet, although there cannot be felony, there can be trespass, for the taking of chattels is felony according to custom and use of the country. For takings are felony in some places which are not in others, as in the Isle of Man, if one steals a horse or ox, it is not felony, for he cannot hide it; but if he steals a capon or a pig he is hung; but it is not so here, and when animals are *ferœ naturæ* and savage I shall have no appeal of felony, for I have no property in them, and am not able to say that they are my beasts, and the reason is that they are savage and not domesticated. It is on this account that they are not tithable. But when I have made wild animals tame by my labor and expense, then the property in them is changed and the nature altered, and then if any one takes them from me I shall have an action, not merely because he broke into my close, for peradventure he took them in the common highway or away from my house, or he might have taken my falcon from his perch, and not have trodden down my grass, etc.; still, because I have a property in them, and they are for my advantage, I shall have an action against him who takes them. A hound is necessary to kill vermin or to slay game for my pleasure. So a keeper of a park is not able to be without a hound to pursue hunters or to rescue deer that have been injured, which well proves that such hounds are necessary. Accordingly, one who takes him out of my possession does me great damage. So if I have a tame otter or tame hind, if any one takes them the *property* is in me, because its nature is changed by my industry, and I have a pleasure and a profit in them. But if my hound strays and one takes him I shall not have an action; but if he follows me or is with my servant, then if any one takes him, I shall have a good action, for he was in my possession, and so the taking is a damage to me, and I can have no remedy but by action. For this cause it is reasonable that there should be an action.

It was adjudged that the plaintiff had a sufficient cause of action, and he recovered six shillings and four pence damages and costs.—(*Prof. T. W. Dwight in Columbia Jurist.*)

REGULA GENERALIS.

Dans les causes qui seront jugées, à compter du 1er jour du terme prochain, les honoraires des avocats et procureurs dans les appels des jugements de la Cour Supérieure seront comme suit :—

Les causes seront divisées en 1e, 2e et 3e classes. Dans les causes de première classe l'honoraire sur l'argument sera de $50; dans les causes de seconde classe il sera de $37.50; et dans celle de troisième classe il sera de $25 au lieu et place de l'honoraire fixé par le tarif actuellement en force.

Les autres honoraires mentionnés dans le tarif actuel seront applicables à tous les appels provenant de la Cour Supérieure.

Les causes seront considérées comme causes de première classe ou de seconde classe lorsque le jugement ordonnera que les frais auxquels les parties sont condamnées seront ceux d'une cause de première ou de seconde classe suivant le cas. Toutes les autres causes dans lesquelles il y aura une simple condamnation aux dépens sans indiquer de quelle classe, seront considérées comme étant de la troisième classe et seront taxées comme telles.

Il sera alloué une somme de $1 par page au lieu de $2 pour l'impression de tout factum, et de tout appendice y annexé, qui sera produit après ce jour.

Sur tout cautionnement pour appeler de la Cour Supérieure à cette Cour il sera alloué à la partie appelante, outre le coût du cautionnement, le même honoraire que sur une motion faite devant cette Cour.

Il sera également alloué au procureur représentant l'intimé sur tel cautionnement l'honoraire qu'il aurait eu sur une motion.

Les mêmes honoraires seront alloués sur tout cautionnement ou toute demande pour fournir un cautionnement, lorsque la partie aura failli dans sa demande ou n'aura pas procédé sur son appel.

Cour d'Appel, Montréal, 27 mars 1886.