

rolls, the right of an intervenant taking the same conclusions as those of the principal action was not barred, though the delay had expired before the intervention was filed. 3. Under the Statute 31 Vict. (Q.), ch. 37, it was necessary that the Commissioners appointed to carry out an expropriation and to determine the parties interested therein and to be assessed for the purpose of the proposed improvement, should give public notice of their proceedings in the manner therein provided, and in the absence of such notice the assessment roll made by the Commissioners was null and void; nor could the subsequent homologation of the report of Commissioners by the Superior Court give validity to such proceedings.—*Hubert & The City of Montreal.*

*Vente d'immeubles—Crainte de l'acheteur d'être troublé—Cautionnement—Art. 1535 C. C.—Matière discrétionnaire—Limitation du cautionnement.*—JUGÉ:—1. Que la question de savoir si l'acheteur a juste sujet de craindre d'être troublé et peut demander caution en vertu de l'art. 1535 C. C., est une matière discrétionnaire, dans laquelle cette Cour sera peu disposée à déranger le jugement de la Cour de première instance. 2. Que lorsque la Cour de première instance a condamné le vendeur à donner caution, sans limiter la durée de tel cautionnement, la Cour d'Appel réformera le jugement à cet effet.—*Biron & Trahan.*

*Master and Servant—Injury sustained by servant—Responsibility of Employer—Fault—Held:* That where a servant meets with an accident while engaged in the ordinary duties of his employment, and the accident is not the result of any fault or negligence on the part of the employer or of those for whom he is responsible, the servant or his representatives has no right to recover damages from the employer.—*La Compagnie de Navigation du Richelieu et Ontario & St. Jean.*

*Charter-party—Time—Rejection of Contract.* The appellant, in January, 1879, agreed to charter a steamship, for the carriage of live cattle to England, and the conditions of the charter-party were that the steamship should proceed to Montreal with all convenient speed to arrive there 'between' the opening of navigation in 1879, and thereafter to run regularly between Montreal and Lon-

don, and to be dispatched from Montreal in regular rotation with other steamers to be chartered up to 1st October, 1879. Navigation opened at Montreal about 1st May, but the steamship did not arrive there until 5th June when the appellant refused to load.—*Held*, that there was not a substantial compliance with the contract on the part of the ship, and that the appellant was entitled to throw up the charter-party.—*McShane & Henderson et al.*

*Contract—Rescission for fraud—Rights of innocent third party.—Held.*—That the rescission, on the ground of fraud, of a deed transferring real estate, will not affect the rights of a third party who in good faith has lent money on the property while in the possession of the purchaser, where the vendor, by his own act or fault, has to some extent, induced the third party to make the advance. So where the plaintiff sold certain real estate to defendant (who then obtained an advance from C. on the security of the property), and in the deed from plaintiff to defendant, it was declared that the consideration was cash paid by the purchaser, whereas in fact the consideration was mining stock which turned out to be worthless, it was *held*, that the plaintiff was in fault in permitting and requesting such misstatement as to the consideration to be inserted in the deed, which misstatement might to some extent have induced C. to advance money on the property; and therefore the plaintiff was entitled to obtain the rescission of the deed for fraud, only on condition of his re-imbursing to C. the amount of his advance.—*Lighthall & Craig.*

*Master and Servant—Responsibility of employer for accident resulting from defects in machinery—Negligence of laborer.—Held.* 1. An employer is responsible for injuries to his employees resulting from defects in the tackle, machinery or appliances provided for their use. Tackle used in work such as loading or unloading a vessel ought to be amply sufficient to withstand any strain that is likely to be put upon it by ordinary unskilled laborers; and where tackle breaks, without any extraordinary strain upon it, it will be presumed to be insufficient, though it may have been used previously for the same purpose without accident. 2. A laborer engaged in work such as loading or unloading a vessel is only bound to use ordinary care, and the employer is not relieved from responsibility by showing that if the laborer had used the greatest skill and care the accident might not have happened.—*Ross & Langlois.*