

the plaintiff himself admits that the question of paying this sum was raised previous to his signing the composition but in connection with other conversation relating to the advance of the money; that no bargain was entered into but simply a conversation in that sense.

It appears that there can be no doubt that the advance of the money furnished an entirely valid consideration for the \$720, and that therefore the defendant fails with regard to that item.

Then the defendant pleads that three of the notes were prescribed for \$15 each, but credit is given by the plaintiff for a sum much more than sufficient to recover these three notes. Naturally, imputation of payment would go upon the notes as maturing.

I am to confirm.

LAPIERRE v. FRENETTE.

Responsabilité—Entrepreneur—Voiturage—Outil en mauvais ordre—Chèvre (derrick)—Preuve—Loi des accidents du travail—Application—C. civ., art. 1054, 1245—S. ref., 1909, art. 7321.

1. Celui qui met entre les mains d'un entrepreneur auquel il a donné à la pièce le transport d'une certaine quantité de pierre, une machine, comme un chèvre (derrick), en mauvaise condition, ou qui permet qu'il en fasse usage, est responsable du dommage qu'il cause, s'il ne prouve pas qu'il n'a pu l'empêcher.

M. le juge Lamothe.—Cour supérieure.—No 2718.—Mont-réal, 15 novembre 1915.—Pélissier, Wilson et Saint-Pierre, avocats du demandeur.—C. H. Lavallée, avocat du défendeur.