but the judgment rested on the specific ground that the defendants had taken, and had used what was got for them by the plaintiff's services. If I saw that such was the case here, I should, of course, hold this corporation liable also; but I see nothing of the sort. I see a work done not for their exclusive benefit, but for the more especial benefit of an *arrondissement* subjected by the old *procès verbal* to pay for it, and in which the parties who ought to contribute have actually paid on account, and to that extent have admitted their liability; I see that those payments so made by the *contribuables* under the old *procès verbal* are in bad faith alleged to be payments made by the corporation, because the notary Mr. Normandin, who received them on behalf of the inspector, happened also to hold office under the corporation as secretary-treasurer; and I see no corporate act of assumption of this work. Therefore, as there is neither contract, quasi-contract, nor assumption or ratification by the corporation, the plaintiff's action is dismissed with costs.

Choquet for plaintiff.

Loranger, Loranger & Beaudin for defendant.

SUPERIOR COURT.

MONTREAL, Oct. 31, 1881.

Before JOHNSON, J.

TREMBLAY v. JODOIN et al.

Account—Vouchers in possession of plaintiff.

JOHNSON, J. On the 24th of July, 1879, the plaintiff made an assignment of his property to the defendants, to whom he gave power to realize the price and pay it over to his creditors, some of whom, a few days later, ratified the assignment. He now brings his action, alleging that the defendants took possession and sold, and got a price exceeding $3,000, which is much more than sufficient to pay the plaintiff's debts, but that they have not paid all the debts, and although often requested to give an account, refuse to do so, and have in their hands over a thousand dollars belonging to the plaintiff. The conclusion is for a condemnation to render an account within a fixed delay, and default to pay $1,000, interest and costs.

The defendants, by their plea, admit their obligation under the deed of assignment, and allege that they have sold the property, and realised $2,861.99, out of which they have paid creditors $2,857,21, and have a balance in hand of $77, which they have a right to keep until the execution of a proper discharge. That they have already rendered an account *à l'amiable* to the plaintiff, and have given up to him all the vouchers, which he keeps and refuses to restore.

The evidence is that the plaintiff and his wife went to see Jodoin, one of the defendants, and got this account. There is a copy of it produced by the defendants, and it is not final. The parties appear quarrelsome and litigious, and the fight is as to whether this account was ever accepted; because if it was, there is good reason and good authority for saying that the plaintiff would not have an action *en reddition: i. e.*, to render what had been already rendered, especially if he kept the papers and vouchers, as it would be manifestly unreasonable to ask for an exact account from memory. I do not find, however, from the evidence either that the account has been accepted as final, or that the plaintiff absolutely refuses to give them up; but he has got them, and he must give them up before the defendants can be obliged to account to him. Therefore the judgment is that the account is to be rendered in due form within three weeks of the production and filing by plaintiff (of which notice is to be given to the defendants) of all the papers and vouchers which he got from Jodoin and now has in his possession. Costs reserved.

Prefontaine & Co. for plaintiff.

Pelletier & Jodoin for defendants.

RECENT U. S. DECISIONS.

Libel—In a newspaper article.—In a declaration for publishing a libellous article in a newspaper, it is not necessary to aver that the publication was made to divers persons or to any third person; it is enough to aver that the libel was printed and published in a newspaper. To publish is to make public. A publisher is one who makes a thing publicly known. Had the allegation been merely that the defendant "printed" a libel, that would not have been enough. But to aver that a defendant "published" a libel does declare that he circulated it or caused it to be circulated "among divers and sundry persons." The degree of notoriety given to the publication is matter of proof and