

an article of this sort after their gracious and revered sovereign, as has been done in this country—"the Frankie C." But we democrats are extremely impudent. There is a pug in this town, belonging to a lawyer, we regret to say, which his owner has named "Grover Cleveland." But the master of the rolls is just as naughty as these other judicial triflers. In *Whitby v. Brock*, an action for an injury by being struck by fireworks, it was contended that the plaintiff took on herself the risk by going to the exhibition. Then the master of the rolls said: "You say that the lady's legs got among the fireworks, their case is that the fireworks got among the lady's legs." All this we derive from *Gibson's Law Notes*. The master of the rolls seems to be "as merry as a grig"—whatever that may be—probably a "Greek," for that people were fond of fun. At a recent banquet to Sir Henry James by the Coopers' Company (they ought to have sung a stave, but they didn't) the lord chancellor, Lord Bramwell, Mr. Justice Smith and Mr. Justice Charles being present, the master of the rolls, in replying to a toast to the bench, said: "At a particular period of to-day, and at a particular function which I am told a learned judge has said is not luncheon, but which looks extremely like it, it came upon me that I might have to respond for this toast to-night. But I looked up and saw the mournful, imploring eyes of my brother, Mr. Justice Charles, and the threatening athletic arm of my brother, Justice Smith, which seemed to say to me, 'Master, to-night be not light or frivolous; you are about to represent us, be dignified.' I thought to myself, twenty years hence, when you are as old as I am, you will know that a person who is always dignified is never light but always dull. Dignity is dull. Notwithstanding certain things that you may have seen in certain papers, let me assure you that throughout the day Her Majesty's judges are dignified. Let me also tell you that their courts are always dull. However, I resolved upon this occasion to be dignified, and with the consequences I have just told you. You have drunk the health of Her Majesty's judges, and all kinds of beautiful things have been said to you of them, and you seem to have accepted them.

All I can say is, that with those beautiful things I entirely agree with you, but considering that I am one of the judges, my natural modesty makes it difficult for me to go on and say that I agree with them. I have said it before, and I say it again, in the presence of my young colleagues, that I believe we are all you say." This learned gentleman is not only a good joker, but as a judge is a fit successor to Jessel, which is the highest praise that can be bestowed.—*Albany Law Journal*.

SUPERIOR COURT.

DISTRICT OF IBERVILLE, March, 1887.

Coram LORANGER, J.

MARTEL et al. v. LES SYNDICS DE LA PAROISSE DE ST-GEORGE D'HENRIVILLE.

Builder—Responsibility of—Construction of new roof—Weakness of building—C. C. 1688.

Held:—*That a contractor who undertakes to put a new roof on a building, is responsible for a defect in the timbers of the building on which the roof is placed, in the same manner as a builder for the unfavorable nature of the ground; and if an injury results to the roof, not from any defect in the materials used in its construction, but from the weakness of the timbers supporting it, he is liable for the loss.*

The judgment of the Court is as follows:—

"La Cour, etc.,

"Attendu que les demandeurs réclament des défendeurs, syndics, nommés pour surveiller et diriger les ouvrages et réparations à faire à l'établissement religieux et curial de la paroisse de St-George d'Henriville, la somme de \$2,300, montant des trois derniers paiements, pour ouvrages faits aux dits édifices en vertu d'un contrat passé le 27 février 1877;

"Attendu que les défendeurs plaignent que les ouvrages entrepris par les demandeurs n'ont pas été faits conformément au contrat en question et aux plans et devis fournis aux dits demandeurs; que les dits travaux ont été mal exécutés et ne sont pas encore terminés;

"Considérant que par le contrat ci-dessus