

COUR SUPÉRIEURE.

MONTREAL, 29TH NOVEMBER, 1873.

Coram.—TORRANCE, J.PEPIN *et al.* vs. MARTIN.

RESPONSABILITE DU CONTRACTEUR.

The plaintiffs are ladies, who claim damages from defendant on a contract for a house. They say one side was not properly built and had to be replaced, which, with other omissions, cost them \$300. He pleads that he knew only Margaret Pepin, who accepted the work, that he did extra work for more than any damage. The house is proved to belong to plaintiffs, and Margaret Pepin was their agent. The contract was not carried out, and I will allow \$72 for the wall, \$12 for cleaning, and \$30 for Margaret Pepin's services, \$123 in all.

A. B. Longpré, for plaintiff.*Rivard & Taillon*, for defendant.

COUR SUPÉRIEURE.

MONTREAL, 29TH NOVEMBER, 1873.

Coram.—TORRANCE, J.

BAYARD vs. VERSAILLES.

BOUCHER.—VENTE DE CONTRAT.

Defendant had a contract to supply the Ladies of the Sacred Heart, at Sault aux Récollets, with meat, and sold it to plaintiff, another butcher, for \$150. The latter claims that he violated the agreement by taking the Ladies' custom from him, and supplying them again. Defendant claims that plaintiff failing to give satisfaction resold the contract to him for \$60. No less than 21 witnesses were examined. Plaintiff claims that this resale was a mere joke, and in rebuttal has brought up several witnesses to prove that butchers frequently make such sales for fun. This is ridiculous, and plaintiff's action is dismissed.

Mousseau & Chapleau, for plaintiff.*Trudel & Taillon*, for defendant.