

wages in advance. If the period had elapsed there was very little doubt he might have brought his action for wages as well as for damages: he might have laid his action for damages measured by wages. It was so decided by this Court in *Rice & Boscovitz*. If, then, a man may recover his exact wages as the measure of his damages, why may he not allege that he could not find any other work, and bring his action for the whole term at once? It would be hard to make a man bring an action once a week as the wages accrued.

The judgment was reversed with costs against respondent, "considering that the respondent could not so claim in advance wages which were not due, and which could be the price only of respondent's services, and that under these circumstances the respondent was entitled only to the wages due and accrued when he instituted his action," &c.

Judgment reformed.

Barthe, Mousseau & Brassard for Appellants.
Gauthier & St. Pierre for Respondent.

VOISARD (deft. below), Appellant; and SAUNDERS (plff. below), Respondent.

Lease, action to resiliate—Court—Jurisdiction.

Held, that an action to resiliate a lease, where arrears of rent or damages are also claimed, must be brought in the Superior or Circuit Court according as the amount of rent or damages claimed is within the jurisdiction of the Superior or Circuit Court.

The respondent sued in the Superior Court for \$60, viz., \$27 for assessments, and \$33 for arrears of rent, and he also prayed for the resiliation of the lease. A declinatory exception pleaded by the appellant was rejected. In appeal,

DORION, C. J., considered that the exception should have been maintained. It was no doubt a difficult question, and the decisions had been contradictory, but the interpretation which the majority of the Court put upon the Code and Statute was that where a claim for damages or rent is joined with a demand for the resiliation of the lease, the jurisdiction is determined by the amount of rent or damages claimed, irrespective of the annual value or rent of the premises leased.

TESSIER, J., dissenting, thought that if the rent or annual value was over \$200, the action to rescind the lease might properly be brought

in the Superior Court, though the amount of rent due or damages claimed by the action might be less than \$200. If the action was brought simply to resiliate, the plaintiff was clearly entitled to go to the Superior Court; why then, because he asked something more than the rescission of the lease, should he be compelled to go to the Circuit Court?

MONK, J., also dissenting, did not see how the Circuit Court could resiliate a lease where the annual rent was perhaps a thousand dollars or more, simply because the plaintiff, in addition to the demand for resiliation, asked something which by itself would have come under the jurisdiction of the Circuit Court.

Judgment: "Considering that under Arts. 887 and 1105 C.P.C., actions to rescind a lease must be brought in the Superior or Circuit Court, according as the amount of rent or damages claimed is within the jurisdiction of the Superior or Circuit Court," &c.

Judgment reversed.

Forget & Roy, for the Appellant.

Loranger, Loranger & Pelletier, for the Respondent.

Montreal, Dec. 22, 1877.

Present:—Chief Justice DORION, and Justices MONK, RAMSAY, TESSIER and CROSS.

THE QUEEN V. GLASS.

Embezzlement—General Deficiency.

Held, that a clerk in a bank may be convicted of embezzlement, on proof of a general deficiency supported by evidence of unlawful appropriation, though no precise sum paid by any particular person is proved to have been taken.

On a Reserved Case from the Queen's Bench, Crown side,

RAMSAY, J., remarked that the Court had already decided in the case of *Glass* that a general deficiency would not support an indictment for larceny; nor would it support an indictment for embezzlement; but the Reserved Case did not turn on that. The question was whether an indictment for embezzlement could not be maintained unless it was proved that a particular sum, coming from a particular person on a particular occasion, was embezzled by the prisoner. There was no doubt here that the prisoner unlawfully appropriated money, and the jury had the whole matter before them.

DORION, C. J., concurring, pointed out the im-