

the body, throwing him down and breaking his left shoulder blade and his sixth rib. He was in bed three weeks under the care of Dr. Demers. The demand is for \$5,000. The defendants do not admit any liability, but tender \$300 besides costs.

There can be no doubt as to the liability of the defendants. The plaintiff was lawfully on the ground, could not be regarded as a trespasser, and it was gross carelessness on the part of the foreman, to throw down the barrel where it could strike a passer-by. It is true, he says, he looked up and down before throwing down the barrel, but it is evident that he looked without seeing, for the man was there and was knocked down. The Court has to estimate these damages. There is the doctor's bill, \$30; there is loss of time while the man was in bed and unable to work, and there is the question as to whether the man has been permanently injured and his ability to gain a livelihood has been lessened. The opinions of the doctors differ on this point. The medical testimony for the plaintiff is to the effect that in his calling of a carpenter his ability has been lessened; but, on the other hand, evidence as reliable has been adduced by the defendants, to the effect that the accident has left behind it no evil effects. The Court allows in all the sum of \$500. In its estimate, it has had the benefit of the opinion of Dr. Hingston, whom it appointed to make an examination of the person of plaintiff. Journal du Palais, A.D. 1872, p. 558. The amount awarded is made up as follows:—Doctor's bill, \$30; loss of wages for the first three months, \$80; for the second 3 months, \$60; for the third three months, \$40; for the fourth quarter, \$20; for the second year, \$60; for the third year, \$30; and the balance of \$180 is exemplary damages. This amount is not liable to seizure, and the plea is overruled.

E. U. Piché, for plaintiff.

Béique & Co. for defendant.

CIRCUIT COURT.

[In Ejectment.]

MONTREAL, NOV. 30, 1880.

Before JETTE, J.

THE LIFE ASSOCIATION OF SCOTLAND V. DOWNIE.
Leased premises used for purposes of prostitution—
Lease rescinded.

By deed of lease passed March 29, 1880, be-

fore Levy, N.P., the plaintiffs leased to defendant, for the term of one year from 1st May last, the two upper flats of the building known as the Life Association of Scotland building, situated at the corner of St. James street and Place d'Armes Hill, in the city of Montreal.

On the 20th Nov. 1880, the plaintiffs instituted an action to rescind the lease. The declaration alleged, "that for several months past the defendant had permitted the leased premises to be, by day and night, the resort of loose, idle and disorderly persons, and to be used for purposes of prostitution, to the great injury of the plaintiffs, and to the scandal of all peaceable and respectable persons residing in the vicinity." The declaration concluded by praying for the rescission of the deed and the ejectment of the defendant from the premises.

The COURT gave judgment according to the conclusions of the *demande*.

Ritchie & Ritchie for plaintiffs.

D. Major for defendant.

COMMUNICATIONS.

CAPIAS.

Au Rédacteur du LEGAL NEWS :

MONSIEUR,—Dans le district de Québec, il y a divergence d'opinions sur l'application de l'article 824 du code de procédure civile, qui permet au défendeur emprisonné sur *capias* d'obtenir son élargissement en fournissant deux cautions qu'il ne laissera pas la Province du Canada.

Un juge a prétendu que cet article 824 ne s'appliquait qu'au cas où l'affidavit dirait que le défendeur était sur le point de quitter la Province du Canada; et si l'affidavit alléguait seulement que le défendeur a caché, ou soustrait, ou est sur le point de cacher ou soustraire ses biens et effets (sans mentionner qu'il est sur le point de quitter la Province du Canada), le défendeur ne pourrait pas alors être élargi sous le cautionnement mentionné en l'article 824.

Bien des membres du Barreau de Québec vous seraient obligés si vous aviez la complaisance de mentionner dans le "Legal News" ce qui se pratique à Montréal à ce sujet, et les raisons de cette pratique.

January 23, 1881.

C.

[Perhaps some of our readers may be able to state whether they have heard of such a distinction.]