could have no opportunity of acquiring proficiency in the art. It is said in answer to this that the boy had been employed in the place before the indenture, and that he knew exactly what kind of business was done. I cannot think this is an answer to the warranty of the deed that he would give him a fair opportunity to learn engraving, taking with it the evidence that not only there was no business going on in the shop, that the master was in such health he could not execute work of the kind, and that he had no man to take his place. So far as we know appellant had nothing but apprentices. He speaks of work being done by them, but never by journeymen, or people supposed to know the business, and he was little in his shop, being either out or ill. On the other hand, it is proved that the apprentice had made some progress in engraving, and two witnesses say that it was fair progress for the time he had been at Baker's (two and a half years), while Dawson says it was not. The boy had been examined to establish that he had peculiar aptitude for work of the sort, and that he had been taught drawing, which enabled him to learn quickly. I don't think his evidence is admissible in the suit. It is his own suit, and even if it were admissible, his opinion of his own capacity might be just, but it is hardly calculated to produce much effect on the minds of others. Again, it has been said, with some reason, that the boy had been making plans, sometime before the institution of the action, to leave his employment, and to start for himself in the same sort of business. He asked another apprentice (Cantwell) to leave with him, and told him they would make more money. But it appears that he did not pretend to do the engraving work, and that he reckoned on getting a man who was an engraver to go with him. This is not very conclusive either way. It may be that the boy, finding he gained no experience, intended to take some other means to learn the trade he intended to follow, or it may be he meant to end his indentures. Again, his running away after the judgment in the Superior Court was against him, is not reassuring; but, again, it may be argued that, if the appellant was not fulfilling his contract with the boy, the latter was justifiable in refusing to throw away more of his time. It has been said the master was not put *en demeure* and that he ought to have been called upon to give more complete instruction. The action was putting *en demeure*; it was brought before the boy left, and there was no tender by the pleas to give further instructions.

Judgment confirmed, CROSS, J., dissenting.

Archibald & McCormick for Appellant.

Geoffrion, Rinfret & Dorion for Respondent.

SUPERIOR COURT.

[District of St. Francis.]

SHERBROOKE, Sept. 10, 1884.

Before BROOKS, J.

LEONARD et al. v. ROLFE et al.

Procedure—47 *Vict.*, (Q.) *cap.* 8, *s.* 2, *ss. b.*

The 47th Vic., cap. 8, has not repealed 46th Vic. cap. 26, s. 1, so as to deprive the Superior Court of the right of hearing and disposing of proceedings incidental to the hearing and trial of cases on any juridical day.

PER CURIAM. The defendants suggest, upon an inscription for hearing on a demurrer to defendants' second plea, that this Court had no jurisdiction on the day fixed for such hearing, inasmuch as said day is not a day in term; that 47th Vic., cap. 8, sec. 2, subsection *b*, conferred the right to try only those cases inscribed for *enquête*, for hearing, or *enquête* and final hearing; that 46th Vic., cap. 26, s. 1, is repealed by the Act of last Session, and said Act, which says: "Every juridical day is deemed to be a term day for the trial and hearing of cases before the Superior Court and Circuit Court, whether they are inscribed for proof or for hearing, or for proof and hearing at the same time," or as it is in the French version: "Tout jour juridique est réputé jour de terme pour *l'instruction* et *l'audition* des causes tant devant la Cour Supérieure que devant la Cour de Circuit, qu'elles soient inscrites pour enquête, ou pour audition, ou pour enquête et audition en même temps," does not confer the right to hear and determine incidental proceedings; *i. e*: defendant says the 47 Vic. has reversed the rule of proceedings which obtained under 46 Vic.; that