cal difficulty which is vexatious in such a case. The fact occurred on the 1st of July, 1881. Without waiting to see the extent of damage she might suffer, the action was brought on the 8th of the same month, and asks not only for the damage then already accrued; but for that which was to come; and the case was treated by both the parties, at the argument, without reference to this at all; and as if all the damages were due seven days after the fact—when the action was brought. If I were to give final judgment now, I should only expose the parties to further useless and expensive litigation; I therefore discharge the case from the *rôle*, with a view of having an incidental demand (which is inexpensive) put in. Art. 149 C. P. allows this, either where the plaintiff has omitted anything, or has acquired any right since the bringing of the action.

Duhamel & Co., for plaintiff.

J. J. Curran, for defendant.

SUPERIOR COURT.

MONTREAL, Oct. 31, 1881.

Before JOHNSON, J.

GEOFFRION v. THE CORPORATION OF BOUCHERVILLE.

Quasi contract.

JOHNSON, J. On the 2nd July, 1879, two persons of the name of Riendeau made a contract with Bruno Prevost, road inspector for the *Rang du Lac* and the *Rivière au Pins*, in the municipality of the parish of Boucherville, to do some repairs to a bridge called the Pont du Lac, and the price they were to be paid was $470. The work was done, and the question now is, who is to pay for it? The plaintiff, to whom the Messrs. Riendeau have assigned their claim, contends that the contract was made with the inspector so as to bind the present defendants. The latter, however, plead that in May, 1822, Mr. Delery, then Grand Voyer, had this bridge reconstructed, and erected into a public bridge, and duly *procès verbalised*, and the *procès verbal* homologated at Quarter Sessions. Between 1822 and 1873 the bridge has been rebuilt or repaired four times, and the cost has been each time paid in accordance with the old *procès verbal*. On all these several occasions the local inspector acted without consulting the Grand Voyer while that office existed; and when it came to 1879 and further repairs were required, the inspector Mr. Bruno Prevost, still followed the old practice, and without addressing himself to the local council, or getting their authority, adjudged the work to the Riendeaus as the lowest tenderers, and a number of those interested and assessed to pay the cost, duly paid the inspector, who had his right of action against all the others for their share. To have acted as he did, the inspector did not require the authority of the council, and that body never meddled with the matter at all, and never contracted with the Riendeaus, who neither themselves have any right of action against the defendants, nor could assign any such right to the plaintiff. This is in substance what is contended for by the defendants. The action, however, is only for a balance of the $470, which was the whole cost of the work; the declaration alleging that the defendants had paid in part through their secretary-treasurer. This is specially denied by the plea, and it is averred on the contrary, that Mr. Normandin paid, not as a secretary-treasurer of the corporation, but simply being a notary of the place—as agent for the inspector, on whose behalf he had received certain payments made by some of the *contribuables*.

The plaintiff's counsel rested his case, at the argument, on two grounds: 1st. He said there was a direct contract with the corporation, defendant; and 2ndly, he contended that if the bargain with the inspector of the 2nd July, 1879, did not amount to a direct contract with the corporation, the latter have at all events assumed and profited by the work, and should pay for it on the ground of a *quasi* contract having been operated by law. On the first point I am clear that the plaintiff has no case; there is no authority shown from the corporation; and it is quite plainly in evidence, from the course of proceeding taken by the inspector, that he himself felt and considered he was acting under the old *procès verbal*, and that it was not a contract on behalf of the Corporation at all. On the 2nd point, I am also against the plaintiff. The case of *De Bellefeuille* v. *The Municipality of the Village of St. Louis* decided by this Court about a year ago, (4 L. N. 42,) was cited in favor of the view that in the present case there was a *quasi* contract. That case, it ought to be observed, was not decided on the ground of a *quasi* contract; I did not indeed say there was no *quasi* contract there, for I am strongly inclined to the view that there was one;