had no domicile here. The rule as to acquiring domicile by a residence of a year and a day did not apply here. It was in evidence that the intervening party had taken up his residence here and was furnishing his house. The application must be rejected.

BELANGER *v.* GRAVEL.

$100 *damages awarded for assault on a justice of the peace in a magistrate's Court.*

This was an action of damages brought by plaintiff, a colonel in the militia, a Commissioner of small causes and a Justice of the Peace. It appeared that in a case before magistrates, the plaintiff was acting as attorney for a defendant in the case, when the present defendant came up and abused him, charged him with giving wrong judgments, with appropriating to himself the money of the Fabrique, and raised his hand to strike him, at the same time asking him to go out with him and fight. This abusive conduct was wholly unjustified, and, moreover, took place in the presence of a Court held by Justices of the Peace. The defendant must be condemned to pay $100 damages and costs.

HIBBARD *v.* BARSALOU.

HELD—*That a person proving himself to have an interest in the affairs of a Company is entitled to a mandamus to compel the directors to allow him to have communication of the books.*

In this case an application had been made for a writ of mandamus, for the purpose of compelling the directors of the Canadian Rubber Company to allow plaintiff communication of the books of the Company. The application was made to Mr. Justice Berthelot, and he ordered the writ to issue, returnable on the 19th of the following month. He, Mr. Justice Badgley, saw nothing to prevent a judge from ordering, in vacation, a writ to be returned in term, or from ordering in term a writ to be proceeded with in vacation. The Statute said application might be made to the Superior Court, or to a judge of the Court in vacation. The case went on and was met by a motion to quash, by a declinatory exception, and by an exception *à la forme*. Our Statute laid down a particular form of proceeding for *mandamus*. In England a very circuitous procedure was followed, but our Statute had set aside all that. It was declared that when the writ issued, it should not be quashed otherwise than by pleading. The motion to quash must therefore be discharged. With respect to the declinatory exception, there was nothing to decline, and this exception must therefore be rejected. There remained the exception *à la forme*, which embraced all that was urged under the other proceedings, with reference to the right to issue the writ itself. It was true that in England, the Courts had avoided issuing writs of *mandamus*, where public interests were not involved. But our statute had made the *mandamus* a part of our law. It was not, as in England, a thing governed by the Common Law only. The statute pointed out a particular mode of proceeding and gave remedies. The writ was issued by the Judge on petition, or *requête libellée*, supported by affidavit. It was like an ordinary writ of summons, calling upon the party to come in and answer it. The party on whom it was served could only answer it by pleading. In this case, then, the first point was whether the plaintiff had such an interest as to justify him in having access to the books of the Company, as he asks in his petition. His honor thought he had. His rights in the Company had been bought out for $50,000, he was no longer to be president, and he was not to be permitted to establish a rival institution in the colony within three years. During that time he was to receive 10 per cent., or $5000 per annum on his capital, and then further arrangements were to be made. For carrying out these arangements, the plaintiff placed his shares in the hands of Mr. Barsalou individually as a security for the contract that was entered into. But he did not divest himself of his stock in the institution. Had the plaintiff not an interest in this institution if he remained in the same position now as then? His interest could not be denied. He had set up specific grounds for desiring, to look not into all the transactions of the Company, but into the transactions between Messrs. Benning and Barsalou and the Company. At first he had been promised permission, and then he had been refused. This looked as though there was something suspicious to be covered up. The plaintiff having reasonable grounds for complaint was entitled to his *mandamus*. Proof had been made on the exception, which was insufficient, and it would be dismissed.

COLUMBIAN INSURANCE CO. *v.* HENDERSON.

HELD—*That a corporation must give security for costs in cases where the law compels a private individual to give such security.*

In this case a motion was made on the part of the defendant for security for costs. A Corporation could not be exempted from giving security any more than a private individual. The motion must, therefore, be granted.

STEPHEN *v.* STEPHEN.

HELD—*That the proper mode of proceeding to destitute a tutor is by petition.*

This was a petition *en destitution de tutelle*. Various allegations had been made for the purpose of having the tutor destituted. He was said to be insolvent, living upon his minors, taking them to Indiana, exposing them to disease, when for their health they should have been taken to the seaside. All these circumstances together with others alleged, *prima facie* were sufficient to shew that he was not a fit person to be tutor. But the latter demurred on the ground that the proceeding should have been an action at law. Five and twenty records of petitions in similar cases had been sent up, which constituted a sufficient jurisprudence on the subject; but beyond this, it was only necessary to look to the words of the Statute which spoke of annulling the appointment of a tutor upon petition. The demurrer, therefore, must be dismissed with costs.