

SUPERIOR COURT.

SWEETSBURG, December 1, 1883.

Before BUCHANAN, J.

EATON v. UNWIN *et al.**Interpretation of Contract—Interest.*

Plaintiff in 1879 sold defendants 50 acres of land for \$2000, payable in 20 annual instalments of \$100 each, the whole at four per cent per annum. The deed of a sale contained a clause to the effect that plaintiff was to allow defendants eight per cent on all payments made in advance from the date of payment till the time they should have become due. Defendants paid two instalments of \$100 each when they became due; then tendered \$500 in full payment of the balance (\$1,800), claiming a discount of \$1,300 under said clause. Plaintiff brought action for \$248, one instalment of principal and two years' interest, defendants pleading their tender and depositing the money in court.—*Held*, rejecting defendants' tender and deposit as insufficient, that the intention of the parties must be determined by interpretation rather than by adherence to the literal meaning of the words of the contract.

R. A. Crothers for plaintiff.

O'Halloran & Duffy for defendant.

COUR DE CIRCUIT.

ARTHABASKA, 13 Décembre 1883.

Coram PLAMONDON, J.

THÉROUX, père v. GREER.

Frais—Distraction.

Jugé :—*Lorsqu'il n'y a pas de distraction de dépens dans une cause en faveur d'un procureur ad litem, ce procureur n'a pas le droit de recevoir de sa partie, les frais dus à l'huissier pour service; mais sa partie doit payer à l'huissier.*

Le demandeur réclame du défendeur la somme de \$17.25 pour services professionnels, rendus par le demandeur, en sa qualité d'huissier, au défendeur à sa demande et requisition, son bénéfice et avantage, aux dates, dans les causes et pour les prix portés au compte produit avec les présentes.

Le dit défendeur pour défenses à cette action, dit 1o. qu'il n'a jamais requis les services du demandeur; 2o. Que les différents items

du compte du demandeur formaient partie des mémoires de frais de MM. Felton et Blanchard, les procureurs *ad lites* du défendeur dans les différentes causes mentionnées au dit compte; que le défendeur a payé ces mémoires de frais longtemps avant la présente action, et ce à la connaissance du défendeur. Le défendeur fait la preuve de ses dites défenses.

PER CURIAM. Jugement en faveur du demandeur pour le montant réclaté; les procureurs *ad litem* n'avaient pas le droit de retirer ce qui était dû au demandeur quand ils n'avaient pas en leur faveur distraction de frais.

Laurier & Lavergne pour le demandeur.

Pacaud & Cannon pour le défendeur.

SALE OF A WIFE.

The old notion that wives are chattels which may be bartered or sold is not entirely eradicated in England. The following is a recent case:—

Before Mr. Justice Denman, at the Liverpool Assizes, Betsy Wardle was charged with marrying George Chisnal at Eccleston bigamously, her former husband being alive. The case was a peculiar one. It was stated by the woman that as her first husband had sold her for a quart of beer, she thought she was at liberty to marry again.

His Lordship—That is not what she stated before the magistrate. She said then that he was idle and would not work. When she left him she took the child with her, and he said if she would let him have the child he would not trouble her any further. He added that he would sell her for a quart of beer.

Prisoner—Please your worship, he did so. (Laughter.)

His Lordship—Is there anybody here who knows that? Yes, My Lord; Alice Roseby and Margaret Brown.

His Lordship—Call Margaret Brown.

Margaret Brown thereupon stepped into the box and was cross-examined by his lordship. She said she was present at the second marriage. She knew the first husband Wardle was alive; she was told that he had sold her for a quart of beer.

His Lordship—You believed it would be binding? Yes, Sir.