

tion municipale a engagé, pour un an, un employé pour travailler pour elle, à raison de \$550, logé et chauffé, et où pour causes jugées suffisantes par le conseil, cet employé a été renvoyé après un mois d'avis, la corporation ne peut prendre une action en expulsion sous l'Acte sommaire, article 887, § 1, du C. P. C., pour expulser l'employé d'une maison appartenant à la municipalité.

20. Qu'un employé dont le salaire est de \$550.00 par année, sans convention quant aux termes de paiement, n'est payable qu'au bout de l'année, et ne tombe pas sous l'Acte sommaire, article 887, § 4, du C. P. C.—*Ville de Maisonneuve v. Lapierre*, en révision, Taschereau, Wurtelle, Tait, J.J., 30 avril 1890.

Montreal, City of—Alderman supplying materials for fulfilment of contract with city, or selling goods to city—37 Vict. (Q.), ch. 51, s. 22—52 Vict. (Q.), ch. 79, s. 25.

Held :—1. An alderman who undertakes to supply the materials required by a contractor, for the execution of a contract with the city of Montreal, derives an interest from such contract, which comes within the prohibition of the statute, 37 Vict. (Q.), ch. 51, s. 22, and renders him incapable of holding his seat as an alderman.

2. All sales of goods by an alderman to the corporation, either directly or through a person interposed, fall within the prohibition of the law.

3. The revised charter of the city of Montreal, 52 Vict. (Q.), ch. 79, being merely a consolidation of the previous Acts affecting the city, the provisions of the latter, reenacted in the consolidated charter, are deemed to be still in force as to acts done before the consolidation.

4. The contracts referred to in s. 25 of 52 Vict. (Q.), ch. 79, are not those from which a profit to the extent of \$100 is derived, but contracts the price or consideration of which amounts to \$100. The limit applies to the contract itself, and not to the profit made from it.—*Stephens v. Hurteau*, in Review, Johnson, Loranger, Wurtelle, J.J., March 17, 1890.

License law—Opposition to granting of license—Withdrawal of opposants.

Held :—That persons who sign an opposition to the granting of a license, have the right to desist from such opposition at any time previous to the day fixed for the consideration of the application.—*Wiseman v. Dugas & Desnoyers*, Wurtelle, J., April 10, 1890.

Procedure—Summons—Service—Attachment for rent.

Held :—That in an action under Art. 887-888, C.C.P., for rescission of a lease or for ejectment, to which the plaintiff joins as an accessory a demand for balance of rent and an attachment for rent, the service must be made in the usual manner by serving a copy of the declaration with the writ,—Arts. 804 and 874, C.C.P., not being applicable to such case.—*Maguire v. Watkins*, Wurtelle, J., May 20, 1890.

Insolvency—Incorporated company—Winding-up order.

Held :—That a winding-up order may be obtained against an incorporated company when it is in fact insolvent, though sixty days have not elapsed since the service on such company of a demand for payment of an overdue debt; but when a petition for a winding-up order is presented before the expiration of such delay, the petitioner is required to prove the insolvency of the company, unless it be acknowledged, or unless one of the other cases in which a company is deemed insolvent exists.—*E. B. Eddy Manufacturing Co. v. Henderson Lumber Co.*, Wurtelle, J., April 29, 1890.

DECISIONS AT QUEBEC.*

Propriétaire apparent—Contre lettre—Vente judiciaire d'immeuble.

Jugé :—10. Que le propriétaire ayant titre en son nom, dument enregistré, peut faire valoir son droit de propriété à l'encontre des tiers, malgré sa contre-lettre notariée, non enregistrée ;

* 16 Q. L. R.