was rendered in the Magistrate's Court against the Commissioners for the salary then earned, of Miss Allard, in December, and in the same month they paid Madame Brabant's salary of $136.

TORRANCE, J. I do not consider that the pleas of want of notice of action and of prescription apply to a case like the present, unless the defendants are in good faith. I will go further and say that they were in bad faith, and that they had no justification for engaging Madame Brabant with an existing engagement of Miss Allard. But the facts stated above do not prove the allegations of the declaration. It does not appear, as alleged in the declaration, that the payment of $136 to Madame Brabant was without cause or reason and illegally made to her. She had been formally engaged, and therefore the payment was due. It appears to me that the charge against the defendants should have been that they wrongfully made the engagement with her, having the existing engagement with Miss Allard, and in this way they caused damage to the plaintiffs, for which the defendants should answer in a court of law. As to the item of $20.20, I do not see it proved that the defendants in bad faith refused to pay the salary of Miss Allard. The action should, therefore, be dismissed, but I shall mark my sense of the conduct of the defendants by dismissing the action without costs.

J. O. Joseph for plaintiffs.

W. Prevost, Q.C., for defendants.

TRESTLER v. DAWSON et al.

Liability for damages caused by fall of snow from roof—Inevitable accident.

TORRANCE, J. This was an action for damages for personal injuries arising out of a collision on Beaver Hall Hill on the afternoon of 4th January, 1879, between 4 and 5. The plaintiff was in a hired sleigh with four other persons, proceeding up Radegonde street, when a horse and sleigh coming down the hill, opposite the Baptist Church, now called St. Bartholomew's, came violently against the sleigh in which the plaintiff was, and threw him out, causing grave injuries. The horse coming down the hill had been frightened by a fall of snow from the roof of St. Bartholomew's. The simple question was whether there was negligence on the part of the defendants, who were trustees of this church. There had been a heavy fall of snow on the 2nd January, and a violent wind on the 3rd January and morning of the 4th. The meteorological observations show that the snow drifted on the afternoon of the 2nd, on the whole of the 3rd, and on the morning of the 4th till 10 a.m. The roof from which the snow fell was so steep that snow could hardly lodge there. The roof was in two sections—the upper one having an inclination steeper than 45 degrees, and the lower roof little less than 45 degrees. The Corporation regulation forbids the removal of snow after 9 a.m. One theory is that the snow which fell had collected on a corner of the roof by the wind, and had suddenly and without warning fallen just as the horse passed which took fright. I have difficulty in fastening a liability upon the defendants. If they had been negligent in the case of this building, they should be liable; but I do not find evidence of negligence. The case is rather one of those inevitable accidents known as a *force majeure*. Action dismissed.

Geoffrion & Co. for plaintiff.

Kerr & Co. for defendants.

BROWN v. MULLIN.

Action under Insolvent Act, 1875, s. 136—Costs where fraud is not proved.

The plaintiff proceeded against the defendant under s. 136 of the Insolvent Act and its amendment, alleging that he had bought from plaintiff, namely on the 6th September, 1878, goods to the value of $476.25, knowing and having probable cause for believing that he was insolvent, and on the 8th October following, a writ in compulsory liquidation issued against the defendant.

TORRANCE, J. The only important question is as to the guilty knowledge and fraudulent intent of defendant. It is not proved. Boswell, the witness, says that he sold the goods to the defendant acting for the plaintiff, and that the defendant was most unwilling to buy. Judgment will go simply for the amount of the debt, with costs as in a case *ex parte*.

Kerr & Co. for plaintiff.

Davidson & Cushing for defendant.