

maintained.—*Bourassa v. Thibaudeau*, in Review, Johnson, Ch. J., Gill, Tait, JJ., Dec. 31, 1889.

*Contract for prolongation and opening of streets*  
—Breach—Measure of damages.

The municipality of H. (whose obligations were subsequently assumed by defendants), in consideration of the gratuitous cession of land by plaintiff, agreed to prolong a certain street through plaintiff's lots, at a width of 100 feet, and to open two other streets through his property. The street first referred to was afterwards homologated at a width of 60 feet only, and the defendants delayed to complete the other two streets.

*Held* :—That the measure of damages in respect of the street homologated at a width of 60 feet, was the value of the 40 feet taken by defendants and not retroceded, and the depreciation in value of the rest of plaintiff's property in consequence of the loss of frontage on the street as prolonged. And as to the breach of contract respecting the other two streets, the measure of damages was the interest (computed from the time when the streets could reasonably have been completed) on the capital represented by the increased value which the plaintiff could have got for his lots if the streets had been made as agreed.—*Aylwin v. City of Montreal*, Johnson, J., March 29, 1889.

*Prohibition—Circuit Court—Jurisdiction—Art. 1031, C.C.P.*

*Held* :—1. That a writ of prohibition will not lie to the Circuit Court, it not being a Court of inferior jurisdiction within the meaning of Art. 1031, C. C. P.

2. That the Circuit Court having jurisdiction under R. S. Q. 6218 (4), to hear appeals from decisions of local municipal councils respecting valuation rolls, there was no excess of jurisdiction in the circumstances.—*Corporation de la paroisse de Ste. Geneviève & Boileau*, Gill, J., Nov. 21, 1889.

*Druggist—Error—Pharmaceutical Act—Label.*

The plaintiff claimed damages from a druggist, for an alleged error of his apprentice in giving plaintiff's messenger "carbolic acid," instead of "carbolic oil," which was

asked for. It appeared that carbolic acid was given, but the evidence of the messenger that she asked for carbolic oil was contradicted by that of the apprentice, who testified that carbolic acid was asked for. It also appeared that the bottle was merely labelled 'poison,' instead of being labelled with the name of the substance it contained as required by the Pharmaceutical Act 48 Vict. (Q.) ch. 36, s. 24 (now R. S. Q. 4039).

*Held* :—That the action being for damages, and not for a penalty under the Pharmaceutical Act, and there being no evidence that the injury complained of resulted from the insufficiency of the label, this circumstance would not justify a judgment against the defendant.—*Singer v. Leonard*, in Review, Johnson, Gill, Würtele, JJ., Oct. 31, 1889.

COUR DE MAGISTRAT.

MONTREAL, 12 juin 1889.

Coram CHAMPAGNE, J. C. M.

HAMILTON V. GOVER.

*Action sur compte—Serment supplétoire.*

JUGÉ :—*Dans une action sur compte pour divers items, le défendeur admettant un des items et niant les autres, lorsque le demandeur a déjà prouvé plusieurs des items niés par le défendeur, que, dans ce cas, il doit être admis à prouver les autres items du compte par ses livres de compte et son serment.*

J. D. Cameron, avocat du demandeur.

M. Cooke, avocat du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTREAL, mai 1889.

Coram CHAMPAGNE, J. C. M.

GREMORE V. THE CITY PRINTING CO.

*Salaire—Compensation—Dommages—Ouvriers et patrons.*

JUGÉ :—1o. *Que l'ouvrier peut être tenu responsable des dommages causés à son patron dans l'exécution des ouvrages qui lui sont ordonnés de faire, lorsque ces dommages sont causés par sa faute, sa négligence ou par son incompétence : mais pour le rendre ainsi responsable il ne faut pas que ces dom-*