

## The Legal News.

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### INJUNCTIONS.

The application for an injunction in *Mallette v. City of Montreal*, which was rejected by a Judge of the Court of Queen's Bench (p. 370), was renewed before a Judge of the Superior Court. Mr. Justice Papineau entertained no doubt of the jurisdiction of the Superior Court to issue an injunction to the defendants, to restrain them from taking any step towards executing the judgment of the Recorder's Court, but his honor did not consider that it was a case in which the Superior Court, in the exercise of its discretion, ought to interfere. The injury apprehended was not irreparable. The defendants had to deal with a solvent adversary, and even if they did not relieve themselves by paying the fines which had been imposed upon them, they would have a recourse for illegal imprisonment, if the result of the litigation showed that the by-law was a nullity. But as to this point, his honor appeared to concur in the view expressed by Mr. Justice Monk, that the presumption was in favor of the validity of the by-law, which had been upheld by several decisions.

### ATTORNEY AND CLIENT.

In a small case of *Keller v. Watson*, noted in this issue, the Court decided that an attorney of this Province, who had been engaged by an attorney of Ontario to sue a person here, could not recover his fees in a direct action against the client. It was not disputed that the attorney here would have an action against the attorney who employed him, but the Quebec attorney was not allowed to recover directly from the client from whom he had no authority to act. The question seems to be how far the authority given by a client in Ontario to his attorney there, to collect a debt, includes the power to authorize legal proceedings in another Province. If it does include power to authorize such incidental proceedings, it seems fair that the Quebec attorney should have a direct recourse against the known principal. Article

1727 of our Civil Code gives such recourse to third persons for acts of the mandatary in execution of the mandate. In this case the Court, apparently, considered that a general authorization to an attorney to collect a debt did not include authority to cause legal proceedings to be instituted in another Province.

### LESSOR AND LESSEE.

The case of *Poitrais & Berger*, noted in our last issue, p. 390, though not deciding any principle of much novelty, is deserving of attention, inasmuch as it places in a clearer light the relation of the tenant to the lessor. The pretension in the case was, that a person who had leased some houses as a usufructuary, could not collect the rent, or take proceedings to resiliate the lease, because she had assigned her interest in the property during the lease. There had been no signification on the tenant of this or any other deed, and it did not appear that the latter had any reason to apprehend trouble in the enjoyment of his rights; in fact, he seems to have been perfectly certain that the action was brought in the name of the lessor with the concurrence of the proprietors. Under these circumstances the majority of the Court held that the tenant could not raise the question of proprietary right in the property, and he was ordered to pay the rent to the lessor, if he wished to avoid the cancellation of the lease.

Although the decision was against the pretensions of the tenant in this particular case, the principle laid down by the Court of Appeal is one which works largely in the interest of tenants generally. It spares them the necessity of investigating what might often be troublesome or intricate questions of ownership in the premises they occupy. It is not for them to inquire what changes may have taken place in the rights of the lessor. They are safe in paying the rent into his hands, for he can give a good discharge. This decision appears to be in harmony with the spirit of the law on the subject of lease and hire, by which the rights of the tenant are carefully protected. Even a sub-tenant may pay his rent to the tenant, and although the proprietor himself may not have been paid by the principal lessee, he cannot claim anything from the sub-tenant.