give but a little more work to the commissioners?

That is this, instead of putting in margin of the sections of chapters a synopsis of their contents, as it is now written in our statutes, I propose to do what is done in Revised Statutes of Massachusetts and I suppose also in other states, that is, to place at the head of every chapter a synopsis of the contents of every section, so that at a glance a person will be able to see all the matters contained in such chapter, and to place in margin of every section, notes referring to decisions of the Courts interpreting such sections, which have been reported. This would save a great deal of labor to those interested in hunting up precedents, to find out the true meaning of the text of the law.

Respectfully yours,

C. PACAUD.

Montmagny, Sept. 25, 1884.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, September 23, 1884.

Before DORION, C. J., MONK, RAMSAY and CROSS, JJ.

RAE (plff. below) Appellant, and LA COMPAGNIE DU CHEMIN MACADAMISÉ DE LAPRAIRIE (deft. below), Respondent.

Contract—Measurement of stone.

The question was whether the measurement of stone should be before or after it was broken. Held, that although the general practice was to measure it after it was broken, yet the circumstances might lead to a different inference, and as the only reliable measurement in this case was made before the stone was broken, and the matter was determined in favor of that measurement by the inspector named under the terms of the contract to settle the value of the work, the contractor was bound by that measurement.

CROSS, J. Mr. Rae is the transferee of Parker, a contractor for the macadamizing of three miles of the company's road at Laprairie. He claims $1,600 as balance due him under the contract.

The defence is that the company only owe $429.18, which was tendered before action brought, and the judgment goes only for the tender, with costs of contestation against Rae, who appeals from the judgment.

By the contract Parker was to be allowed $5 per toise for breaking the stone, $3 per toise for carting it and putting it on the road, and 25 cents per yard on the lineal extent of the road macadamized.

The controversy turns chiefly on the question whether the stone should have been measured before or after it was broken. The weight of evidence goes to show that it is the custom to measure the stone after it is broken, but much depends on the terms of the contract and the circumstances of each case. In this instance the stones were purchased from the farmers along the line of the road. They were measured as purchased, in their unbroken state, and no other measurement of them was made until the road was finished, when a measurement was made of the macadam on the road, necessarily imperfect and uncertain from the difficulty of measuring its thickness, the width, too, not being uniform, so that really but one reliable measurement was made, and that was of the stones before they were broken.

One of the company's pretensions, which should have been mentioned before, was that the finishing of the road was delayed a whole year after the time promised, and a penalty of $10 per day was stipulated for delay on this head, but the company on this pretension reduced their claim to the amount of the interest for one year on an advance of debentures before Parker was entitled to them; they consequently limited their demand for damages to the amount of the year's interest on the debentures delivered by anticipation.

To this demand for damages Rae says that Parker was never put *en demeure*, and consequently was not subject to the penalty under Art. 1134; but in this case time was made an express condition of the contract, and no penalty is really asked. The interest is no more than a matter of account, for which the contractor is fairly bound by the payment being anticipated.

The primary question seems decisive. The contract contained a provision (Sec. xvii.,