

party, was revoked.—*Read v. Ferrault et al.*, In Review, Jetté, Taschereau, Loranger, JJ., March 31, 1887.

L'acte des licences de Québec—Certificat—Conseil municipal—Refus de confirmer—Electeurs qualifiés.

Jugé, 1. Que le certificat pour obtenir une licence pour vendre de la boisson enivrante, doit être signé par vingt-cinq électeurs qualifiés au temps de la signature du certificat.

2. Qu'un conseil municipal est en droit de refuser la confirmation d'un certificat dont plusieurs des vingt-cinq signataires, quoique portés sur la liste des électeurs, se trouvent déqualifiés par le fait qu'ils doivent des taxes municipales ou scolaires.—*Wiseman v. La Corporation de St. Laurent*, Doherty, J., 14 mai 1887.

Locateurs et locataires—Résiliation de bail—Jurisdiction—Valeur du bail.

Jugé,—Que dans une action en résiliation de bail où aucune somme d'argent n'est réclamée ni pour comme loyer, ni comme dommages, c'est la valeur du bail qui détermine la juridiction du tribunal; mais que dans le cas où des sommes d'argent ont déjà été payées au locateur, c'est la balance due ou à devenir due en vertu de ce bail qui en fixe la valeur.—*Wood v. Varin*, Mathieu, J., 29 déc. 1886.

CIRCUIT COURT.

CHAPEAU (Co. of Pontiac), June 4, 1887.

Before WÜRTELE, J.

VAILLANCOURT V. LIBBEY.

C.C. 1689—*Domestic—Evidence of employer.*

- HELD**:—1. That a teamster employed in lumbering operations is not a domestic.
2. That a master cannot offer his oath to prove damages occasioned by the misconduct of his servant.

The plaintiff had been engaged by the defendant as a teamster in connection with certain lumbering operations which the latter was carrying on, and he sued for two months' wages.

The defendant pleaded that the plaintiff had engaged with him for the winter season, that the plaintiff had abandoned his service before the expiration of the term of his engagement, and that by reason of such abandonment and of the plaintiff's misconduct during the time he worked he had suffered damages exceeding the amount of the wages claimed; and he offered his oath, under art. 1669 of the C. C., as to the conditions of the engagement and as to the fact of his having suffered damages and the amount thereof.

PER CURIAM. The article invoked allows the master, in a suit for wages by domestics or farm servants, in the absence of written proof, to offer his oath as to the conditions of the engagement and as to the fact of the payment of the wages. In the latter case, he has to accompany his oath with a detailed statement, showing how the payment was made.

The plaintiff was not a farm-servant. Was he a domestic? A domestic is a servant who lives in his master's house or in its dependencies, and is employed in household work or in other work on the premises,—or in personal care to his master or the members of his family. Rolland de Villargues, *Verbo* Domestique, No. 2. "Je crois donc qu'on doit réserver la qualification de domestiques aux serviteurs à gages, qui donnent leurs soins à la personne ou au ménage du maître, . . . et qui, d'ailleurs, logent et vivent dans sa maison." 3 Aubry et Rau, page 133, note 19. "Les domestiques proprement dits, c'est-à-dire les gens attachés au service personnel des maîtres ou à celui du ménage." The plaintiff does not come under this description. He was not employed in household or other work on his master's premises, but worked as a teamster in the woods and elsewhere away from his master's residence. He was therefore not a domestic, and the defendant has consequently no right to offer his oath as to the conditions of the engagement.

As to the other point, the article allows a master to prove the payment of the wages claimed by his oath, on producing at the same time a detailed statement showing the various sums paid and the dates on which they were given. Here the defendant wants