CIRCUIT COURT.

HULL (County of Ottawa), Jan. 27, 1888.

Before WURTELE, J.

CYR v. EDDY.

Hire of work—Obligation to work on legal holidays.

HELD:—*That workmen engaged by the month to work for the season on a timber-limit, are not obliged to work on legal holidays which are observed as religious holidays by the Church to which they belong, and that their employer has no right to make a deduction from their wages for such days.*

PER CURIAM:—The plaintiff engaged with the defendant to work for the season of last winter at the latter's Dumoine timber-limit, in consideration of $12 per month and his board.

He worked from the 25th September, 1886, to the 21st March last, and now sues for a balance on his wages of $22. The defendant pleads a settlement and payment in full by an order on the head office at Hull for $6.23, and has established the settlement with the exception of four items amounting to $6. No proof was made respecting two of these items. The other two, of $1.50 and $1.25 respectively, were charges for a deduction on the plaintiff's wages and for his board for two days on which he did not work.

It has been shown that these two days were All Saints' Day and Christmas Day; and it has been proved that the plaintiff was engaged, not by the day, but for the season, and payable by the month, that he is a Roman Catholic, and that both these days, which are legal holidays, are feasts on which his religion obliges him to rest from servile works.

The old law applicable to this case is to be found in Rolland de Villargues under the word "*Fête*":—"Que les dimanches et "toutes les fêtes légales soient célébrés avec "la plus grande exactitude. Ainsi que toute "œuvre servile, tous procès, tous actes judi- "ciaires, tous jugements, soient suspendus." And this is still the rule of law here. Unless, therefore, there be an express agreement to the contrary, an employer cannot oblige his workmen to work on a legal holiday, and particularly when it is also a feast day of their Church, except in the case of domestics and of workmen whose work will not brook interruption. In the case of these exceptions, the obligation to work on such days is inferred from the nature of the employment undertaken. Where the engagement is for a certain term and the wages are a fixed sum for the services to be rendered during each year, or month, or week, and are not a fixed sum for each day on which work is to be done, the employer or master is not authorized, in the absence of an express agreement to that effect, to keep back a proportion of the yearly, monthly or weekly wages and to charge board for the legal holidays on which his workmen or servants have refrained from work.

In the present case there was no special agreement, and the plaintiff had the right to refrain from work on All Saints' Day and on Christmas Day; and the defendant is therefore not entitled to retain the two sums charged against the plaintiff for loss of time and board on those days.

Judgment for $6.

A. X. Talbot, for plaintiff.

Rochon & Champagne, for defendant.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Publication des procédés publics d'une assemblée délibérante—Responsabilité—Appel.

JUGÉ:—1o. Que la publication des procédés publics d'une assemblée délibérante n'entraîne aucune responsabilité que lorsque cette publication est faite de bonne foi et sans malice, de faits qui ont rapport à l'objet de l'assemblée et qui sont d'un intérêt public;

2o. Qu'une Cour d'Appel ne doit pas infirmer un jugement sur une demande en dommages pour diffamation, lorsqu'il ne s'agit que d'une simple appréciation de la preuve et que l'appelant n'aurait tout au plus droit qu'à des dommages nominaux.—*Donovan & The Herald Company*, Dorion, J. C., Tessier, Cross, Church, JJ., 25 février 1888.

* To appear in Montreal Law Reports, 4 Q. B.