company's books, under 40 Vic., cap. 43, § 37, Joint Stock Company Act of 1877.

The only book then under the control of the defendant was the minute book, the other books being at Coaticook, the company's place of business. The defendant claimed that he was not bound to show the minute book, it not being enumerated in § 36 of the Act, as one of the books required by law to be kept open for inspection.

Upon examination of the defendant, it appeared that he was not able to state positively that said minute book did not contain certain entries which by law the company was required to keep and exhibit under the Act.

Mandamus granted.

Laflamme, Huntington, Laflamme & Richard, for petitioner.

Wotherspoon, Lafleur & Heneker, for defendant.

SUPERIOR COURT.

MONTREAL, June 15, 1882.

Before MACKAY, J.

LAFON v. LAFON et al.

Aliment—Misconduct of plaintiff.

MACKAY, J. The action is *in forma pauperis* by a poor man, sixty-four years of age and in bad health, against his three sons, and one daughter, and her husband, asking for alimentary pension. It seems that he would be satisfied with two dollars a week to be made up by the defendants together.

Of the defendants the three sons plead that they have always helped the plaintiff as far as possible, that they have always been willing *à tour de rôle* to receive the plaintiff in their homes; yet they offer $1 a month each; they say they are poor, and really not worth $5 a piece their debts paid.

The son-in-law and his wife do not plead. The picture of the parties is this: The plaintiff is made out to have been always what is vulgarly called a hard case. He used to maltreat his first wife and family, and was dreadfully addicted to intemperance. He has been known to thrust his young children into the street, kick his poor wife, blacken her eyes, attempt to strangle her, etc. A witness adds that when she was relieved, by death, he had not a copper to bury her. It is the sad tale so often told of drink's doings. It is not said whether or not he frequented drinking saloons, regularly licensed. It is proved that at present he is unable to work.

It is to be remarked that, however little meritorious in one view plaintiff's case may be, his action may not be bad; he may have right to aliment from defendants.

Now for the defendants, they appear hard working, respectable, struggling people, not rich, but the very contrary. One has a wife and two children, another a wife and four children, another is a widower with two children; since he was eight years of age his father, the plaintiff, never did a thing for him, he swears. Yet plaintiff may have right to *aliments* from him.

The son-in-law, one of the defendants, says that he does not earn a dollar a day regularly, and has a wife and two children; he does not plead, and offers, by his deposition, fifty cents a week to plaintiff. He seems fair.

The judgment of the Court is that L. Beaudry and wife together, do pay fifty cents a week to plaintiff, and the other three defendants each forty cents a week; and arrears are allowed, at these rates, and ordered to be paid from say 1st of February last; the money to be *portable* and payable on the Monday of each week for the future; the arrears payable in fifteen days from date of the present judgment.

On Monday next, one week's pension for the current week to be payable; no costs are allowed.

Adam & Co., for the plaintiff.

Archambault & Co., for defendants.

SUPERIOR COURT.

[In Chambers.]

MONTREAL, February 21, 1883.

Before JETTÉ, J.

IVES v. SEEGMILLER *et al.*, and E. CONTRA.

Proportion of costs taxable against plaintiff on discontinuance of proceedings against one of three defendants, who has severed in his defence from the other two defendants who plead jointly.

The plaintiff's action was directed against three defendants, Seegmiller, Carter and Smith, as having been co-partners under the firm name of Seegmiller, Carter & Co. Seegmiller severed from the other two in his defence, pleading, amongst other things, that before the institution of the action he had ceased to be a member of the firm, and that plaintiff had released him from all liability connected therewith, and had there-