of the libellous matter for him to transcribe." Then citing *Baldwin* v. *Elphinstone*, 2 Bl. 1037, which held that an allegation of 'causing to be printed' in a newspaper was equivalent to an allegation of publishing, because a third person was called as agent to whom the libel must have been communicated, they said: "In the case before us, Wildput being procured to copy the libellous matter, was clearly an agent to whom the libellous matter was communicated."

SUPERIOR COURT.

SHERBROOKE, Dec. 22, 1887.

Before BROOKS, J.

MCLEOD v. MCLEOD.

Slander—Words in foreign language—Allegation in declaration.

HELD:—*That in an action for verbal slander, where the words complained of are spoken in a foreign language, it is necessary that such words be set forth in the declaration in the language in which they are spoken, together with a translation of them into English or French.*

PER CURIAM. The evidence seems to show that the defendant referred to the plaintiff in terms *prima facie* slanderous. It appears, however, that the words complained of were spoken in Gaelic. It is objected that inasmuch as Gaelic is a foreign language it is not sufficient to set forth the alleged slander by means of an English translation, but that the very words used should be set forth in the declaration, accompanied by a translation into one of the two official languages of the province; and the correctness of this translation proved in evidence. The English and American authorities undoubtedly sustain this proposition. The Quebec jurisprudence contains no case in point, and the Court has to decide the case on general principles. The rule laid down by the English and American courts seems the proper one, and the Court is disposed to follow it. It does not appear from the evidence that the defendant used the words set forth in the declaration, but rather that he used certain other words which, when translated into English, may have the same meaning. The action must be dismissed.

The following are the *considérants*:—

"The Court, etc..Considering that plaintiff hath failed to prove the material allegations of his declaration; that it appears that any statement which may have been made on the occasion complained of by plaintiff . . . . was made, as appears by the evidence in this cause, in a foreign language—to wit, in the Gaelic language; and that the plaintiff hath not alleged or proved any words in such language; hath not set out any words spoken by defendant of him in the language in which they were spoken, but has contented himself by alleging and proving what was said, as though spoken in the English language, when in fact no such words as complained of were uttered; and considering that defendant was entitled to be informed by plaintiff in his declaration of the exact language for the utterance whereof he has brought the present action, and that the plaintiff's declaration is insufficiently libelled to enable him under the facts of this case to obtain any judgment as sought for . . . . doth dismiss plaintiff's action with costs."

Action dismissed.

John Leonard for plaintiff.

Ives, Brown & French for defendant.

(D. C. R.)

CIRCUIT COURT.

MONTREAL, December 20, 1887.

Before DAVIDSON, J.

RAMSAY v. THE MONTREAL STREET RAILWAY COMPANY.

Street Railway Company—30-31 Vict. ch. 39, s. 2—Notice of Claim—Subrogation—Responsibility of Tramway Company—Negligence.

HELD:—1. *That the notice of claim required by* 30-31 *Vict. ch.* 39, *s.* 2, *is a condition precedent, without the performance of which an action cannot be brought; but in the present case the requirements of the Statute were sufficiently complied with.*

2. *The insurer who has paid a loss, is subrogated in the rights of the insured against third parties who are responsible for having caused such loss.*