

The Legal News.

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The Postmaster General in England has recovered a judgment against the sender of an unstamped letter, which had been refused by the addressee, for the amount of postage due thereon. One Wanby, a commission agent at Leamington, was in the habit of sending circulars through the post unstamped. The addressees having declined to pay postage on them, the Post office has fallen back upon the sender, and sued him successfully.

Precisely how many bugs in a house let furnished will serve as a valid reason for the tenant leaving, is a question open to some doubt. Possibly the style of the apartments, and the amount of rent have some influence on its decision. In *Smith v. Marrable*, 12 Law J. Rep. Exch. 223. it was laid down that the appearance of bugs in force, in a house let furnished, justified the tenant in leaving and paying no rent. In *Randolph v. Greenwood*, tried July 3, before Mathew, J., the tenant was not so fortunate. The plaintiff, Mr. Randolph, sued the defendant, Mrs. Greenwood, for 210*l.*, the rent of a house. The plaintiff let a furnished house in the West End of London to the defendant from June 3 to August 1, 1885, at a rent for that period of 157*l.* 10*s.* On taking possession of the house, the defendant was informed by the servants that it was infested with bugs, of which she had a great horror. Thereupon she immediately packed up her things and left. The plaintiff's claim included, besides the rent, a sum of 52*l.* 10*s.* for alleged loss and expenses he had incurred through the failure of the defendant to perform her contract. The defence was that the house was unfit for human habitation, owing to the presence of the bugs, and the defendant put forward a counter-claim for 2*l.*, in respect of expenses she had been put to in removing, in finding another house, and of extra rent she had to pay. The case turned on the

question whether or not the house was rendered unfit for habitation by the presence of the bugs. It was stated that when the defendant's daughter went into the house a bug dropped from the window-blind and bit her arm, whereupon she fled. The plaintiff asserted that he never saw more than one bug in the house. That one he found in a tube of the bell-pull. He picked it out with a pin, and stopped up the tube with sealing-wax. Afterwards, it was alleged, the upholsterer found half-a-dozen bugs in the same tube, and the defendant's servants declared that they drowned as many more in a basin, although it was noted, on the other hand, as a significant fact that only one specimen was preserved for the plaintiff's inspection. The bugs appeared to have been confined chiefly to the upper regions of the dwelling.—The learned judge, who heard the case without a jury, held that the bugs had not taken possession of the house so completely as to oust the tenant. The defendant, however, had no doubt incurred expense and inconvenience, and he thought the justice of the case would be met by giving the plaintiff 140*l.* The learned judge gave judgment for the plaintiff for that amount.

COUR SUPÉRIEURE.

FRASERVILLE, 21 mai 1886.

Coram CIMON, J.

ROY V. LA CORPORATION DE LA PAROISSE DE ST. PASCAL.

Mandamus—Acte des Licences de Québec de 1878 et ses amendements—Refus par le Conseil Municipal de confirmer un certificat pour l'obtention d'une licence—Règlement prohibitif et limitatif.

- JUGÉ :—10. *Que le Conseil Municipal, même en l'absence de règlement prohibitif, ou limitatif, peut, dans sa discrétion, refuser de confirmer le certificat exigé pour obtenir une licence pour vendre des liqueurs enivrantes.*
20. *Que le règlement du conseil ordonnant " que le Percepteur du Revenu de l'Intérieur pour la division de Kamouraska ne pourra jusqu'à la révocation des présentes octroyer dans la dite paroisse de St. Paschal plus*