if notice has been given to him that his bees collect there in numbers amounting to a nuisance. Victims should apply to the County Court, and not to the Police Court, and in the meanwhile it must be remembered that if bees have liabilities they have also rights. A bee cannot be killed unless he is actually attacking his victim. The utmost that can be done by analogy from great things to small is to impound the bee busy with its prey as a farmer impounds a stray cow in his cornfield. With this *pulveris exigui jactus* the law appears to dispose of bees."

CIRCUIT COURT.

MONTREAL, Sept. 8, 1886.

Before TORRANCE, J.

CHEVALIER *v.* LA MUNICIPALITÉ DE LA PAROISSE DE ST. FRANCOIS DE SALLES.

Quasi-contract—C.C. 1046—*Obligation incurred by Mayor in a matter of urgency.*

Where the Mayor of a Municipality, acting with prudence and from necessity, in a matter of urgency, contracts an obligation on behalf of the Municipality, the latter should be held liable.

PER CURIAM. This claim arises out of the small-pox epidemic of 1885. The plaintiff acted as constable. The Mayor appointed, the Board of Health approved, their minutes have the words "gardien actuel" applying to Chevalier. I make no difficulty as to the value of the work. Who is to pay? The municipality says, the Mayor. The work was a necessary work in the interest of the entire municipality. C. C. 360, says that the powers of the officers may be determined by the nature of the duties imposed. The matter was urgent; death was stalking about; there was no time to be lost. We may liken the obligation here to one arising out of a quasi-contract. C. C. 1041 says that a person by his voluntary act may bind another to him without the intervention of any contract between them. C. C. 1046: "He whose business has been well managed, is bound to fulfil the obligations that the person acting for him has contracted in his name, to indemnify him for all the personal liabilities which he has assumed and to reimburse him all necessary or useful expenses." There is an old and familiar maxim: *Salus populi suprema lex.* The safety of the public is the highest law. That safety required the immediate appointment by the Mayor of plaintiff as guardian. The municipality should pay.

Lafortune for plaintiff.

Beausoleil for defendant.

CIRCUIT COURT.

MONTREAL, Sept. 8, 1886.

Before TORRANCE, J.

DANGERFIELD *v.* CHARLEBOIS.

Husband and wife—Goods charged to wife in vendor's books—Circumstances under which wife is liable.

The action was brought for the recovery of $48.50, amount of an account for boots bought by the female defendant (*séparée de biens*) for herself and children. In buying she said to charge to her, and this was always done, the account standing in the plaintiff's books against the female defendant. There had been several purchases at different times. The accounts were sometimes rendered in her name and sometimes in her husband's name, and a copy of the account sued upon had been sent to the husband in his name. The husband had always previously paid the accounts, but now (since the date of the purchases) was in pecuniary difficulties. It was admitted that the debt was a just one. The question submitted was whether the female defendant was liable personally.

PER CURIAM. The case of *Hudon v. Marceau*, 23 L. C. J. 45, fully explains the jurisprudence, and in a case like the present the female defendant should be held liable.

Judgment for plaintiff.

F. McLennan for plaintiff.

A. E. Merrill for defendant.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

FEBRUARY 19 and MARCH 5, 1886.

Present: The Right Hons. the LORD CHANCELLOR (Herschell), Lords BLACKBURN, MONKSWELL and HOBHOUSE.