

employee, and the injury resulted in his death about fifteen months afterwards. No action for indemnity was instituted by him during his lifetime. In an action for compensation brought by his widow (under Art. 1056, C.C.) within one year after his death, the jury found negligence on the part of appellants, and awarded the respondent damages.

Held: (affirming the judgment of the Court of Review, M. L. R., 5 S. C. 225)—1. That the action of the widow and relations under Art. 1056, C.C., in a case where the person injured has died in consequence of his injuries without having obtained indemnity or satisfaction, is a right distinct from that of the injured person, and is prescribed only by the lapse of a year from the date of death.

2. That the action under Art. 1056, C.C., exists, even supposing that at the date of death the injured person's action was prescribed by the expiration of one year from the date of the injury,—the fact that the claim of deceased was extinguished by prescription at the time of his death not being equivalent to his having obtained "indemnity or satisfaction" within the meaning of Art. 1056, C.C.

3. Where on a former trial the jury awarded the respondent \$3,000 damages, but the verdict was set aside by the Supreme Court on the ground of misdirection, and on the second trial the jury awarded \$6,500 damages: that the amount was not so excessive that the Court should set aside the verdict and order a new trial.—*C. P. R. Co. & Robinson, Dorion, Ch. J., Cross, Baby, Bossé and Doherty, J.J., June 19, 1890.*

Habeas Corpus—Appeal from judgment of the Superior Court—Jurisdiction.

Held:—That the Superior Court and the judges thereof having concurrent jurisdiction with the Court of Queen's Bench in matters of *habeas corpus ad subjiciendum*, there is no appeal to the Court of Queen's Bench sitting in appeal from the judgment of the Superior Court, or of a judge thereof, in such matters.—*La Mission de Grande Ligne et al. & Morissette, Dorion, Ch. J., Tessier, Cross, Baby, Bossé, J.J., June 26, 1889.*

Prescription—C.S.C., ch. 85, s. 3—Negligence.

Held:—1. That the prescription of three months under C.S.C., ch. 85, s. 3, is not applicable where the injury is sustained without the limits of the city or town, though the road be made and maintained by the corporation of the city or town.

2. That a municipality is not responsible for an injury sustained through the imprudence of the person injured; as where a person crossing the ice on the St. Lawrence in winter, deviated from the course marked out by branches, and plunged into an opening in the ice, and was drowned.—*Laforce & Le Muire etc. de la ville de Sorel, Dorion, Ch. J., Tessier, Baby, Church, Bossé, J.J., Jan. 22, 1890.*

Sale with suspensive condition—Insolvency of purchaser—Collocation—Privilege—Art. 1998, C.C.

Held:—Where a movable thing is sold with the stipulation that the title shall remain in the vendor until the price shall be entirely paid, and before payment of the price, but more than fifteen days after the delivery of the thing, the purchaser becomes insolvent and makes an assignment; that the vendor is not entitled to be collocated by privilege, for the price of the thing, on the insolvent estate of the purchaser.—*Irving & Chapleau, Dorion, Ch. J., Tessier, Cross, Bossé, J.J., May 23, 1890.*

COUR DE MAGISTRAT.

MONTRÉAL, 10 mars 1890.

Coram CHAMPAGNE, J. C. M.

VINCENT V. SAMSON.

Locataire—Maison fermée—Résiliation—Loyer—Demande.

JUGÉ:—1o. *Qu'un locataire n'a pas le droit de laisser la maison qu'il a louée fermée et non chauffée, et que s'il le fait, c'est une cause de résiliation de bail;*

2o. *Qu'un propriétaire n'est pas tenu d'aller faire la demande de son loyer ailleurs que dans les lieux loués.*

PER CURIAM:—Le demandeur réclame trois mois de loyer échus et demande la résiliation du bail pour défaut de paiement du loyer, et parce que le défendeur n'habite plus la maison qui n'est pas chauffée.