Dans la cause de *Holmes* v. *Clarks*, la question de negligence contributive de l'ouvrier fut discutée, et nonobstant la connaissance du danger par ce dernier, il fut jugé contre le maitre, pour les raisons qui avaient déterminé les décisions qu'on vient d'exposer. On lit ces paroles dans le rapport de l'opinion du Juge en chef Cockburn :—"Where a servant is employed on machinery from the use of which danger may arise, it is the duty of the master to take due care, and to use all reasonable means, to guard against and prevent any defects from which increased and unnecessary danger may occur."

Byles, J., disait, en terminant : "It is said that the verdict exempting the servant from the charge of negligence is inconsistent with the fact that he knew the machinery to be unfenced. But knowledge is only an ingredient in negligence. It may be that the knowledge of the servant induced him to use extraordinary care, which care was yet insufficient to preserve him from accident. Besides, a servant knowing the facts may be utterly ignorant of the risks."

Ces considérations sont en tout point applicables à l'espèce. Nous sommes d'opinion, comme le premier Juge, que le maître est coupable de négligence, et partant responsable. Mais nous ne voyons aucune négligence de la part du demandeur, dans l'accomplissement du travail qui lui incombait. Il a donc droit à une condamnation pour tout le dommage constaté.

Sur ce point, le jugement est modifié et réformé, et le demandeur est condamné à payer, non la moitié seulement du dommage, mais tout le dommage, qui est prouvé être d'au moins $250, et les frais, tant en Cour Supérieure qu'en révision.

J. B. Brousseau, proc. du demandeur appelant.
D. Z. Gaultier pour le défendeur intimé.
F. X. Archambault, conseil.

SUPERIOR COURT.

MONTREAL, May 29, 1883.

Before TORRANCE, J.

BEAUDET et al. v. THE CORPORATION OF THE PARISH OF ST. IGNACE DU COTEAU DU LAC.

Electoral List—Petition for Revision—Complaint in Writing—Resident.

A person paying the rent of a house in which he resides one day in the week is a tenant within the meaning of the Quebec Election Act, 1875, *sec.* 2, *ss.* 5.

PER CURIAM. This is a petition complaining of the removal of the names of the petitioners from the Electoral Lists of the Parish. Objections as to form have been made, namely, that the removal had been by the Council, without the requisite complaints in writing: *Viger et al.* v. *The Town of Longueuil*, 2 Legal News, 267. The objection is good as to the removal of the name of Oscar Dunn. I would further say as to his case that he holds the land on which he seeks to qualify under a lease for over 9 years from the Crown, paying a rent of $300 for the first year, increasing subsequently. Holding this lease, he is like a proprietor, C. C. 569, and therefore should be qualified.

As to the other petitioner, Godfrey L. Beaudet, I find that the petition against him was in form. On the merits, it is objected against him that he is not a tenant, *tenant feu et lieu*, in the words of the Electoral Act of Quebec, 1875, sec. 2, ss. 5. The evidence shows that three or four years ago Beaudet *père* made a donation of moveables, cattle and silver to Beaudet, petitioner; that the latter pays the servants, the house supplies, and is lessee of the house occupied by the family at $80 per annum. He is there generally once a week, coming on Saturday, staying over Sunday and going to Montreal on Monday. At Montreal, he is a bookkeeper throughout the week, occupies a room in the East end at $9 per month, and joins two others in the expense of his board, amounting for his share to $6 or $7 per month. If we look at the French expression "*feu et lieu*," the Dictionary of the Academy says that "*feu* means *un ménage, une famille logée dans une même maison.* Il y a cent feus dans ce village." It is said as a proverb, "n'avoir ni feu ni lieu," meaning "être vagabond et errant ça et là sans aucune demeure assurée." The dictionaries of Larousse and Bescherelle say the same thing. Assuredly the petitioner keeps house at Coteau. Is he also resident there though six-sevenths of his time is passed at Montreal? The English Election Law gives us some light as to what is sufficient residence in England. See 1 O'Malley & Hardcastle, 107, 171, the North Allerton case. Also Taylor & St. Mary, Abbott, Kensington, 6 C. P. 309, where A had a lodging in one place where he resided six days out of seven, and in the other had lodgings where his wife and chil-