attempt on the part of the vendor to retain either for his own use." The judgment appealed from was, therefore, reversed, and the judgment of the Court of Review prohibited and restrained the defendant from using in future the trade-mark, and condemned him to pay $400 damages.

Judgment reversed.

Butler for plaintiff.
Abbott & Co. for defendant.

Present :— Justices JOHNSON, MACKAY, and RAINVILLE.

GAUTHIER v. BERGEVIN.

Election Expenses—When Statement Need not be filed.

Held, that the penalty enacted by Sect. 286 of the Quebec Act, 38 Vict., c. 7, for failure to deliver a statement of the expenses of the election, is not incurred where there has been no expenditure of money at the election.

Judgment confirmed.

Lareau & Lebeuf for plaintiff.
L. A. Jetté, Counsel.
Duranceau & Seers for defendant.

Montreal, Dec. 29th, 1877.

Present:—JOHNSON, MACKAY, and RAINVILLE, JJ.

ST. LOUIS v. SHAW; and E CONTRA.

Liability of Builders—Effects of Frost.

Held, that a builder is liable for damage occasioned to his work by frost, if he agreed to execute the work at a season when it was liable to injury from that cause.

The defendant, Shaw, complained of a judgment by which he had been condemned to pay a certain amount under a contract for the erection of a store on Craig street.

MACKAY, J., said the judgment must be reversed. The work done by plaintiff was injured by frost to such an extent that it was necessary to take down a wall and rebuild it. The plaintiff was bound to protect his works against frost, but did not do so, and they became valueless.

JOHNSON, J. The principle was this: A man undertook a voluntary contract with another, and the work was to be done at a season when he of all persons should have known best the difficulty of doing it. To build solid masonry in the extreme temperature of the winter was certainly a hazardous undertaking. But the plaintiff undertook to do the work, and must be held to all the accountability imposed by the law. The protest which he had put in subsequently was absurd, and could have no effect.

RAINVILLE, J., dissented.

Judgment reversed.

Loranger & Co. for plaintiffs.
Kerr & Co. for defendant.

WATSON v. GRANT.

Insolvency—Buying Goods on credit with intent to defraud.

Held, that in a judgment ordering the imprisonment of the defendant, under s. 136, Insolvent Act of 1875, it is not necessary to specify the particular offence for which defendant is imprisoned, though several separate acts were alleged.—(*See Caldwell and Macfarlane, ante p.* 4.)

The action was brought under the 136th section of the Insolvent Act of 1875, to recover from the defendant a large sum of money, and to have him imprisoned for fraud in having obtained credit while he knew himself to be insolvent.

JOHNSON, J. There were grounds of fact and also grounds of form urged by the defendant for invalidating the judgment of Mr. Justice Papineau, which condemned him to pay $851.83, and to six months' imprisonment, unless it was sooner paid. The grounds of fact relate to the knowledge which the defendant may have had of his insolvency. We all think the case is a bad one for the defendant, and we see nothing to mitigate it. It was mentioned that though the amendment of 1877 only required that the defendant should have probable cause for believing himself insolvent, the old law applicable to this case required a positive knowledge on his part. It does not seem to me that this amendment has very seriously altered the position of an insolvent debtor who gets credit; but it was mentioned only as affecting the grounds or reasons of the judgment; not the judgment itself; but in looking at the judgment itself we see that it imputes knowledge and belief under the old law which governs this case, and, therefore, the *motif* of the judgment is good. Then, as to the form, it was contended that as the declaration set up a great number of separate acts, and concluded generally, the