Greenleaf, on Evidence, vol. 3, No. 173, p. 148, says: "The *publication* must be proved to "have been made *within the county* where the "trial is had. If it was contained in a newspaper "printed in another State, yet it will be sufficient to prove that it was circulated and read "within the county. If it was written in one "county and sent by post to a person in another, "or its publication in another county be otherwise "consented to, this is evidence of a publication "in the latter county."

This opinion is principally founded on the English case of *Rex.* v. *Watson*, and is given in Greenleaf's 3rd vol., which treats specially of evidence in criminal prosecutions. But the place where a crime is committed in so far as regards the jurisdiction of the Court, and the place where the right of action arose in a civil case, are analogous matters. And Greenleaf is evidently of that opinion, for in his 2nd vol., which treats of evidence in civil matters, he also says, No. 416, p. 368: "The sending of a letter by the post is a publication in the place to which the letter is sent."

And by the foot note it will be seen that he bases himself upon the English case of *R.* v. *Watson*. The case of *R.* v. *Girdwood* is also in point.

I am aware that the decision in the case of *Tremblay* v. *White & al.*, rendered not long ago, in this district, is against me, but I am sorry that I have not been able to bring my own opinion to coincide with it.

The learned counsel for the defendants stated at the argument, that it was the postal authorities who published the paper in Quebec, but these postal authorities are merely part of a machinery which the defendants knowingly made use of; they were not ordinary agents who would have had an option to act or not to act, and even if they had been such agents, the defendants would still be responsible for what they themselves had done *per alium* and therefore *per se*.

Exception dismissed with costs.

R. B. St. Young for plaintiff.

Mackay & Turcotte for defendants.

Montreal, March 19, 1878.

PAPINEAU, J.

JAEGER v. SAUVÉ.

Lessor and Lessee—Ejectment, action of, may be brought by Lessee.

The defendant leased a store from one Dubord, and some time after, she sublet the same store to the plaintiff, with the consent of the landlord, who intervened in the lease. Subsequently, the defendant having refused to give possession to the sub-tenant, the latter took an action of ejectment in his own name.

F. X. Archambault, for defendant, contended that the action in ejectment pertained to the lessor only.

The Court maintained the action.

J. Doutre, Q.C., for plaintiff.

F. X. Archambault for defendant.

Montreal, March 15, 1878.

TORRANCE, J.

THE GLOBE MUTUAL LIFE INSURANCE CO. v. THE SUN MUTUAL LIFE INSURANCE CO.

Non-resident—Power of Attorney.

The plaintiffs described themselves as "The Globe Mutual Life Assurance Company, a body corporate and politic, duly incorporated according to law, and having its head office and principal place of business in New York, in the State of New York, one of the United States of America, and having an office and doing business in the City and District of Montreal."

The defendants moved that plaintiffs, as non residents, be ordered to give security for costs; but the motion was rejected by Dorion, J. (1 Legal News, p. 53) "considering that plaintiffs have alleged in their writ and declaration that they have an office and place of business in the City and District of Montreal, in this Province, where they carry on business, and that they cannot be considered as absentees for the purposes of the said motion."

The defendants then filed a dilatory exception, praying for a stay of the proceedings until the plaintiffs should have produced a power of attorney, under C.C.P. 120, as non-residents.

TORRANCE, J., in giving judgment maintaining the exception, referred to the decision by Mr. Justice Dorion, that the plaintiffs, doing business in Montreal, and having made a deposit of $100,000 with the Minister of Finance at Ottawa, under 31 Vict. c. 48, did not come under the rule of C.C. 29. That decision being contrary to the one rendered in *The Niagara District Mutual* v. *Macfarlane*, 21 L. C. Jurist 224, his Honor considered it proper to look to the reason of the rule and the exceptions to it. The rule had always existed, and among the