

It was explained by Mr. Gisborne that the three schooners, "Heroine," "Fear Not" and "Trial," occupied inside berths where no large steamers could lie, and the loading of them did not interfere with the loading of the larger vessels. But the "Hibernia," which was reported on the 19th July, did not commence loading until the 30th, and between the 24th and 30th only three small cargoes of 120, 52 and 41 tons respectively, were loaded, viz., on the 24th, 25th and 26th. No coals were loaded on the three following days, and the loading of the "Hibernia's cargo" of 1,901 tons was completed between the 30th of July and the 5th of August. The loading of the "Gresham's cargo," 1,830½ tons, was completed between the 4th and 13th of August, only a few bunker coals having been loaded on the 25th of July. These dates show the time within which it was possible to load the cargoes if the coals had been ready.

The arrival of the "Gresham" having been notified to the defendants' agents on the 19th of July, the plaintiffs were, by the terms of the charter party, entitled to a full and complete cargo of coals on that day. The respondents' counsel did not dispute that when the ship is ready to load the charterers must have a cargo ready, but he contended that they were not bound to do anything till the ship was in her turn, and it was not shown that she did not begin to load before the 5th of August because the cargo was not ready. The facts, however, are, that the defendants employed the same person, the agent of the coal companies, to load the "Gresham" as was employed to load the "Hibernia." In consequence of the delay in getting the coals down from the mines, there was not a sufficient supply at the port, by which the loading of the "Hibernia" was delayed. This deficiency of coals, and not the waiting for her turn, was the cause of the "Gresham" not sooner obtaining her cargo.

The defendants undertook that the ship should receive prompt despatch in loading, and their Lordships are of opinion that they are responsible for this delay.

It is not necessary to consider whether the "Gresham" was thus delayed for the whole of the 17 days, it having been agreed that £850 shall be taken as the amount of the damages. Their Lordships, therefore, will humbly advise

Her Majesty to reverse the decree of the Court of Queen's Bench (Appeal Side), and to affirm the judgment of the Superior Court of the 21st of May, 1880, with costs. And the respondents will pay the costs of this appeal.

C. P. Butt, Q. C., and Dunlop & Lyman, for Appellants.

Cohen, Q. C., and Kerr, Carter & McGibbon, for respondents.

COUR SUPÉRIEURE.

MONTRÉAL, 10 Mars 1883.

Coram LORANGER, J.

Ex parte JOSEPH ROBERT, Requéant pour Certiorari, et la CITÉ DE MONTRÉAL, intimé.

Cité de Montréal—Taux des prix pour les voitures à louage.

Le cahier des charges qui règle le prix de louage des voitures de place s'applique au cas de courses commencées dans la Cité de Montréal et terminées hors de ses limites.

PER CURIAM. Il s'agit dans cette cause d'un appel par bref de certiorari d'un jugement prononcé par le Recorder de la Cité de Montréal, le 3 août 1881. Le requérant, cocher de place, a été poursuivi par Joseph Clément Dansereau pour "avoir demandé un prix plus élevé que celui contenu dans le cahier des charges pour les voitures de louage en la cité de Montréal, savoir : la somme d'une piastre et cinquante centins, pour avoir conduit le dit dénonciateur avec deux autres personnes dans une voiture de louage alors conduite par lui comme tel cocher, savoir un carrosse tiré par un cheval, savoir une heure en la dite cité, y compris dix minutes hors des limites de la cité, le dit Joseph Robert étant là et alors conducteur d'une voiture de louage comme susdit, en contravention au règlement du Conseil de la Cité." Tels sont les termes mêmes de la plainte.

L'offense est qualifiée dans les mêmes termes dans la conviction, avec cette différence qu'on y a ajouté les mots suivants, savoir : l'engagement du dit Joseph Robert au dit Joseph Clément Dansereau pour la dite course ayant été passé dans les limites de la cité.

Le requérant a été condamné à une amende de \$5 avec les frais, se montant à \$4.35, et à un emprisonnement d'un mois à défaut de paiement.

Il résulte de l'examen des pièces et des faits