

tration in *Malim v. Keighley*, 2 Ves. Jr. 532. I have examined the cases in our own court prior to *Lawrence v. Cooke*, and have found in none of them a departure from the doctrine there asserted, or a judgment in hostility to it. The primary question in every case is the intention of the testator, and whether in the use of precatory words he meant merely to advise or influence the discretion of the devisee or himself to control or direct the disposition intended. In such a case we must look at the whole will, so far as it bears upon the inquiry, and the use of the words 'I wish' or 'I desire' is by no means conclusive. They serve to raise the question, but not necessarily to decide it. We are convinced that in the present case the testator meant to charge upon the gift to the wife the annuities to his sister and brother, provided only that their payment should not occasion her inconvenience."

DEFRAUDING A GAS COMPANY.

In the Police Court, Montreal, June 5, Mr. Desnoyers pronounced judgment in the case of *Scriver vs. S. Fox*, tailor, Notre Dame Street. The charge was for having unlawfully used the gas of the Montreal Gas Company without their consent. His Honor said:—"The law governing this case is the statute of the United Canadas, 10 & 11 Vic. c. 79, sec. 18, which reads thus:—"Be it enacted, that if any person shall lay or cause to be laid, any pipe or main to communicate with any pipe or main belonging to the said company, or in any way obtain or use its gas without the consent of the directors or their officer appointed to grant such consent, he, she or they shall forfeit and pay to the said company the sum of twenty-five pounds, and also a further sum of one pound for each day such pipe shall so remain, which said sum together with the costs of suit in that behalf incurred, may be recovered by civil action in any court of competent civil jurisdiction." By a subsequent statute the jurisdiction is extended to this court.

The evidence is to the following effect:—

On the 20th March last, the defendant, a shop-keeper and gas consumer for some years back, being indebted in a certain amount for gas due and payable since the

14th of February previous, the company sent to his place, No. 2250 Notre Dame Street, to turn off the gas at the metre in default of immediate payment. The defendant failing to pay the bill, the gas was turned off by means of a tight cork introduced as is usually done in the pipe outside the metre. This was done by one of the officers of the company in the presence of another officer, and was well done to my satisfaction, notwithstanding the attempt made to disprove that fact. On the same day, in the afternoon, the defendant came to the office of the Gas Company and, having paid his bill, asked the company to let on the gas anew. This they were inclined to do, provided the defendant paid \$1, being the emolument required in all such cases according to the charter and by-laws of the company. The defendant refused to pay this dollar and left the office, stating that he should rather the company would take away their metre than pay the additional sum; the company by its officers then agreed to take away their metre, but did not agree to allow defendant to use their gas thereafter. Notwithstanding that the gas had been cut off, the defendant continued to use it as theretofore. On the 10th of April last the company were informed for the first time by their officer, who is in the habit of taking statements of gas metres as to the quantity of gas consumed, that the defendant so continued to use the gas. The defendant pretended that the plugging of the pipe must have been done imperfectly, as he never experienced any trouble in getting his supply of gas as formerly, after it had been cut off on the 20th of March, as aforesaid. The defendant has produced witnesses to establish this fact, but has not destroyed the evidence of the company proving that the gas was really stopped on that day. Nothing in the evidence can show that the plugging was not well done; but there are circumstances to show that the cork was taken away by the defendant himself. He had full opportunity to let on the gas himself, and he knew how easily it could be done, having twice before passed through the same experience under similar circumstances. By my direction, pending the trial, the gas metre in question