

Celui-ci n'est pas tenu de s'enquérir d'où il vient, ni de ce qu'il est. S'il plaît au voyageur de ne se faire servir qu'une *sandwich* ou quelque chose de semblable quand il aurait pu avoir tout autre mets qui se sert ordinairement dans un hôtel, l'hôtelier ne peut être pour cela déclaré coupable d'avoir enfreint la loi. Autre chose serait s'il était prouvé que la livraison de la *sandwich* n'a été faite que pour couvrir la livraison de la liqueur et qu'il y aurait une espèce de connivence entre le vendeur et l'acheteur pour éluder la loi.

Comme dans l'espèce il n'y a rien de tel, le poursuivant doit être débouté de son action.

N. H. Bourgoin, avocat du poursuivant.
Arthur Globensky, avocat du défendeur.

(J. J. B.)

COURT OF QUEEN'S BENCH— MONTREAL.*

Action—Damages—Unauthorized sale of shares—Demurrer.

HELD:—That an action of damages setting forth, in effect, that a bank, to which plaintiff had transferred certain shares as collateral security for an advance, had, without right and against the will of plaintiff, sold the said shares at a third of their value, on purpose to injure plaintiff, is not demurrable because the plaintiff has not offered defendants the alternative to substitute other shares. — *Gilman*, appellant, and *Campbell et al.*, respondents, Dec. 30, 1885.

Execution—Sheriff's Sale—Usufruct.

A sheriff having seized on one defendant the usufruct of an immoveable, and on the other defendants, the *nue propriété*, and advertized the sale in the form quoted in the report:

HELD:—1. That under the advertisement, the sheriff was bound to sell the property as a whole,—i. e., usufruct and *nue propriété* combined; and that a sale of these rights separately made by the sheriff having resulted in surprise and prejudice to the defendants, it would be set aside on petition *en nullité de décret* by defendants.

2. That usufruct is incorporeal right, (*droit incorporel*) which, under the C. P. C. 638,

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should have been set forth in the *procès verbal* of seizure, and also in the advertisement (C. P. C. 648) by mention of the title under which it is due.—*Cheney et al.*, appellants, and *Brunet*, respondent, March 27, 1886.

Execution—Sale of Shares—C. C. P. 595.

Where a number of shares of railway stock were seized and advertized to be sold in one lot, and neither the defendants nor any one interested in the sale requested the sheriff to sell the shares separately, and it did not appear that there was any intention to defraud, or that any loss had been sustained in consequence of the shares being sold in one lot, but, on the contrary, that such mode of sale was advantageous to the creditors, the sale was held good and valid, although the amount realized thereby was far in excess of the judgment debt for which the property was taken in execution. — *Morris & Connecticut & Passumpsic Rivers R. R. Co.*, Sept. 25, 1886.

Location Ticket—Default to perform settlement duties—Cancellation of License—23 Vict. c. 2, s. 29—32 Vict. (Q.) c. 11—36 Vict. (Q.) c. 8.

A location ticket of certain lots was granted to G. C. H. in 1863. In 1874, the Commissioner of Crown Lands registered a transfer of the location ticket from G. C. H. to respondent. In 1878, the Commissioner cancelled the location ticket for default to perform settlement duties.

HELD:—That the registration by the Commissioner in 1874, of the transfer to respondent, was not a waiver of the right of the Crown to cancel the location ticket for default to perform settlement duties. *Ross et al. & Holland*, Sept. 21, 1886. 19 J. B. C. 586

Employer—Accident to workman—Responsibility of Employer.

A gang of men engaged by a railway company were proceeding on a construction train to the place where they were about to be employed. Platform cars were provided by the company, but the men (of whom plaintiff was one) mounted upon a car laden with lumber, and the lumber giving way, the plaintiff and others were injured.