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STATUS OF CANADIAN QUEEN'S COUNSEL.

The position to which Colonial Queen's Counsel are entitled, when associated with English Queen's Counsel before the Judicial Committee of the Privy Council, has been open to some question. Mr. Mowat, the Attorney General for Ontario, having offered the junior brief in the Boundary Case to Mr. Scoble, Q. C., the latter was in some doubt whether his acceptance would be considered a breach of etiquette. The matter being referred to Sir Henry James, Attorney General, the following opinion was expressed:—

"It appears to me that the Privy Council is common ground to the bars of this country and all our colonies and dependencies. I see no reason why we should not accord equal rank to Her Majesty's Counsel in the Colonies when pleading in Colonial causes. As the Canadian Queen's Counsel is the Attorney-General of Ontario, I think there is an additional reason why, in this particular case, you should not object to allow him to act as your leader."

HOMICIDE BY NECESSITY.

The case of the starving sailors on the yacht Mignonette, who killed and ate one of their number, has attracted attention to the law applicable to homicide under certain extraordinary circumstances. The *Law Journal* says:—"Hunger is no defence to a charge of larceny, still less is it a defence to a charge of murder. There is authority in the books for saying that if two drowning men grasp a plank which will only support one, it is not homicide for one to push the other off. This is looked upon as a sort of act of self-defence, and is as far as the law goes in admitting the plea of necessity." The case cited certainly goes pretty far. That of two shipwrecked sailors who are reduced to their last loaf of bread, and one pushes the other off the boat or raft in order that he may keep the whole loaf to himself, would not differ very greatly. The killing of a comrade, in order that the others may prolong their existence by eating his body, is going a step further, but the act seems to exceed those mentioned above more in its repulsiveness than in actual guilt. In all these cases, it may be remarked, the homicide is committed for a mere chance of rescue, and not for a certainty.

LIMITATION OF APPEALS.

Lord Bramwell, in a letter to the *Times*, adopts the contrary view to that so well stated by W. B., in the letter quoted *ante*, p. 289. As this is a subject of general interest, and the controversy is in such able hands, we reproduce his lordship's letter in full:—

"Sir,—No one can speak with greater authority than 'W. B.' on the subjects on which he has addressed you. But on one of them I venture to differ—viz. the desirability of limiting the number of appeals. I gave my reasons in the Lords in support of the Chancellor's bill. Your reporter did not report them. This is an appeal from him to you.

"My objection is not that difficult questions do not arise when the dispute is for a small amount. They do as much as when it is for a large one. Nor do I say that such appeals are vexatious, except in so far as the amount is so small as to make them so. My objection is that such appeals 'do not pay,' that prudent litigants should agree to do without them, and that as litigants will not be wise for themselves the State should be for them. Suppose one man honestly believes that another owes him 20*l.*, and suppose the other as honestly believes he does not. What is to be done? They will not toss up to settle, for each would feel that that would be giving up the advantage of being in the right. They must get it settled for them by a Court of law or an arbitrator. Would they not show good sense and good temper by agreeing that the first should be the final decision? This must be arranged before any decision is pronounced. For the one against whom it is pronounced, if he gave up his right to appeal, would do so without any return, besides which costs would have been incurred, in-

creasing the temptation to appeal. It may be said that litigants can so agree now. That is true, but they do not. Litigants are in a state of quarrel, and do not agree. Each is satisfied that what the one proposes is for the disadvantage of the other. The result is that the law should do them this kindness.

"A word or two on the history of the matter. By the law thirty-five years ago appeals at common law—that is, the law that dealt mainly with commercial cases and wrongs, were limited to writs of error for errors apparent on the record, new trials, for mistake of judge or jury—the appeal being only to the Court where the case was—and appeals from the judge at chambers to his Court. By the Common Law Procedure Act, appeals to a Court of Appeal were authorized in special cases, and from the granting and refusing of new trials on matters of law. This was quite right. The Court of Appeal was the Exchequer Chamber. Its sittings were less than eight weeks in a year. As one Division of the Court of Appeal now gives the whole of its time to Common law appeals, it will be seen how they must have increased. That arose in this way. When the Judicature Acts passed it became necessary to make rules applicable to the common law cases and also to the equity cases. In equity everything had been appealable, with some reason or justification, because the dispute was generally for a large amount. Equity had none of the trumpery cases which went to the Common Law Courts. There was a committee of judges to frame the rules, of whom the late Master of the Rolls was the head. He brought his equity practice to bear on the matter, and being, I will only say, a very strong man, had his way, and so appeals were allowed in common law cases contrary to the old practice, and where the amount in dispute did not justify them. A right of appeal does not exist in the nature of things. It is not a natural right. I am by no means sure that it would not be better to have no appeal at all. But supposing that one appeal should be allowed, it cannot be said that it must be right to have two or three. Now, the Chancellor's bill did not refuse a first appeal, even in small matters.

"I cannot but think that the judges were right in recommending a limitation of the power of appeal in such small matters. It would be a mercy to the suitors, and remove a scandal from the law. This, I believe, from an article that appeared in the *Times* three or four days ago, is also your opinion."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, September 24, 1884.

Before DORION, C.J., MONK, RAMSAY, CROSS, and BABY, JJ.

THE QUEEN v. JOHN SCOTT.

32-33 *Vic. c.* 20, *s.* 25—*Refusal of Husband to provide necessary food for wife — Indictment—Evidence.*

In an indictment under 32-33 *Vic. c.* 20, *s.* 25, *it is not necessary to allege that by the refusal and neglect of the defendant to supply the necessary food, etc., to his wife, her life had been endangered or her health permanently injured ; nor is it necessary to make proof to that effect.*

The following case had been reserved by the Chief Justice :—

The defendant John Scott was tried before me on the 10th of June instant (1884), on a charge under the 32 & 33 Vic. ch. 20, sec. 25, of having refused and neglected to provide necessary food, clothing and lodging for his wife, Elizabeth McDougall, on an indictment in the following terms :—"That John Scott, on the 19th day of April, in the year of our Lord 1883, at the city of Montreal, in the district of Montreal, then being the husband of Elizabeth McDougall, and then being legally liable as her husband to provide for the said Elizabeth McDougall, his wife, necessary food, clothing and lodging, unlawfully, willfully and without lawful excuse, did refuse and neglect to provide the same."

After the case for the prosecution had been closed, the counsel for the defendant submitted to the court that there was no case to go to the jury, inasmuch as it was not alleged in the indictment, and it had not been proved, that by the neglect of the defendant to provide food, etc., for his wife, the said Elizabeth McDougall, her life had been endangered or her health was likely to be permanently injured.

I ruled that putting the life in danger or causing a permanent injury to health as mentioned in sec. 25 of the above cited Act, merely applied to the offence contemplated in the second part of the section, namely that of causing or doing some bodily harm to an apprentice or servant, and not to the offence mentioned in the first part of the section, that of a husband neglecting to provide the necessary food for his wife.

The defendant thereupon entered upon his defence, and the jury returned a verdict of guilty.

At the request of the defendant I have reserved the case for the opinion of the Court of Queen's Bench on the following questions:—

1st. Was it necessary to allege in the indictment that by the refusal and neglect of the defendant to supply the necessary food, etc., to his wife, her life had been endangered or her health permanently injured?

2nd. Was it necessary to prove that the life of the defendant's wife had been endangered or her health permanently injured by his neglect to provide her with necessary food, etc., in the absence of any allegations to that effect in the indictment?

In the event of an affirmative answer to either of the above questions the verdict of guilty should be set aside, otherwise it should stand.

The defendant was admitted to bail, to appear at the next term of the Court of Queen's Bench holding criminal jurisdiction, and no sentence was pronounced.

(Signed), A. A. Dorion.

Montreal, 17th June, 1884.

Ramsay, J. [After reading the Reserved Case.] The effect of this decision is to overrule the case of the *Queen* v. *Maher*, reported 7 Leg. News, p. 83.

I trust it will not be considered that I am actuated by any personal feeling, in saying it is not desirable that rulings on statutes, at all events those which carry out the evident intention of the legislature, should be overturned, except for some very cogent reason. Here the principal reason appears to be that the late Chief Justice Harrison had somewhere said that he could not understand how the statute could be interpreted as I did in the case of Maher. This sort of rhetorical emphasis may mark the strength of the speaker's conviction, but it is not argument. I shall endeavour in my turn to show why I adhere to my ruling in the case of Maher, and I shall endeavour to leave the strength of my conviction to be deduced from the force of my reasons.

The proposition of the reserved case is that the "putting of the life in danger or causing a permanent injury to health" as mentioned in Section 25, 32 and 33 Vic. c. 20, merely applies to the offence contemplated in the second part of the section.

There is no such general rule of interpretation; in fact, the general rule is rather the other way. 1. The rule is that when the controlling words are in the same section, and particularly in the same sentence, as in this case, they are applicable to the whole sentence, unless there be some substantial reason for restraining them to a part. 2. In this case they are more applicable to the first part than to the second, for the offence of omission is, by its nature, less aggravated than a similar offence of commission. Thus it is palpably more serious to make an unlawful assault on an apprentice or servant than to neglect to provide him with his dinner. 3. All the analogous enactments of the statutes have controlling words of the nature of those of the section in question. I might particularize the section next that under consideration. 4. In all indictments under the common law for similar offences, the allegation that the privation did injury is essential, as Mr. Justice Taschereau has shown in his work on criminal law, vol. 1, p. 259, on the authority of the *Queen* v. *Rugg*, 12 Cox, 16. See also the *Queen* v. *Rylands*, 10 Cox, by which this view is also supported.

It is hardly necessary to enter on the question of the general reason for rejecting the ruling of the learned Chief Justice, for it is hardly pretended that the law ought to be as he has laid it down. Under such a law, a workman neglects to provide bread for the family dinner, nobody is much the worse, still he is liable to indictment, and he ought to be convicted, unless the jury is discharged in conscience from respecting the ruling of this court, owing to its untenable character.

The interpretation, therefore, given to the law avowedly makes the statute as dangerous, and as liable to abuse as possible. Our statute was borrowed from an English act, and so soon as it appeared, the next edition of Archbold gave a form of indictment, in which the words now declared to be inapplicable were inserted for the first part of the section, as well as for the second part. I have gone through the volumes of Cox, from the 24 and 25 Vic. to the 38 and 39 Vic., when a new act was passed, and I have not found a single case in which the question now before the court was raised. I think then that this shows pretty clearly that the Archbold form has been followed. The only case that I have seen that refers at all to the section in the English act is the case already mentioned of the *Queen* v. *Ryland*, and in reality it was examined on a different question, the indictment which contained an allegation of actual injury was maintained as sufficient at common law.

But now a new proposition is put forth, which differs materially from that of the reserved case. It is said that our Act is not the same as the English Act, that the latter only applies to apprentices and servants, and that the controlling words in our statute only refer back to "such apprentice or servant."

It is one thing to say that controlling words in a sentence can only apply to the last part of the sentence, it is quite another to say that words referring back to an enumeration do not include the whole class but only the members of it specially mentioned in the reference. It appears to me that this proposition is even less tenable, if that be possible, than that of the reserved case. In the first place it is not true as a matter of grammatical construction. Whether in a letter, or in a contract, or in a statute, "*such* member" being one of an enumeration implies the whole class, unless the reason of the thing destroys the implication. To restrain the application of the words would in this case produce a curious result. Neglecting to provide a servant or an apprentice with food would not be within the Act, unless there was permanent injury or danger to life; while the mere neglect to provide food for a wife would be.

I have heard it murmured, faintly murmured, that the obligation to provide a wife with necessary food was an act of a more heinous kind than the same neglect towards an apprentice or a servant. But why should "otherwise" be so much more cared for than the apprentice? So this suggestion is put forth in despair. But in truth the wife's right to be provided with necessary food by her husband is a much more delicate question than that of the servant or apprentice, which is simply a matter of contract.

To return to the proposition of the reserved case, the Act of 1875 (38 & 39 Vic., c. 86, sect. 6) demonstrates that it never was the intention of the Parliament in England to make the unlawful neglect to provide food for an apprentice or servant a greater offence than unlawfully beating him. In the last named Act there is special provision for this offence of failing to provide food for an apprentice or servant, and immediately following, come precisely the controlling words the judgment about to be rendered seeks to excise from our statute.

It is only necessary to make one further observation on the statute, and it is this, that the curtailed reference back, which has complicated the consideration of this case, was probably due to the manner in which our statute was made. We borrowed it from the English Act as originally drawn by Mr. Greaves for the House of Lords. He substituted the controlling words for the old form of an assault, and he included, as our statute does, the husband, committee, nurse, and so on. The Lords passed the Bill as drawn, the Commons, leaving the controlling words as a substitute for the fiction of an assault, restrained it to apprentices or servants, and very properly so. As I have already observed, the obligation of the husband to provide necessaries for his wife involves very intricate questions of civil law, and all the other cases were amply provided for at common law. Mr. Greaves did not relish the slaughter of his bantling, and he has recorded his regret in his edition of the Criminal Acts, 24 & 25 Vic. His view, however, has only prevailed with our Commissioners in 1869. They were taken with the surface argument, which is almost always wrong. They completed the

muddle by copying slavishly the rest of Mr. Greaves' work, and so laid a snare for this Court and for Mr. Scott.

Much ingenuity has been used and often misapplied, to restrain the operation of criminal statutes by interpretation; but the efforts to enlarge them to gratify evil passions have always been regarded as the worst kind of tyranny—tyranny under colour of law. I must say I see nothing less objectionable in extending them to gratify mawkish or maudlin sympathies.

Holding these opinions so strongly as I do, and being convinced that the statute in so many words only makes it an offence to neglect to provide when producing the kind of injury specified, it is proper I should say, for the information of those promoting such prosecutions, that I shall follow what I understand to be the prescription of the law, and not what seems to me to be the fanciful interpretation of the majority of this court. I am to quash the indictment as insufficient, and to set aside the verdict, as being based upon evidence that establishes no crime known to the law (1).

Dorion, C. J. This is no doubt an important question. The indictment is in the form followed since 1869. A number of cases have come before stipendiary magistrates and before the criminal court, and the indictments have always been in this form. In none of them do I find it alleged that the refusal to provide had occasioned permanent injury. Until the case of Maher it does not appear to have been held anywhere that the refusal to provide must be such as to do bodily harm. In that case the jurisprudence of the magistrates was overruled by Mr. Justice Ramsay. Then the present case came before myself, and I found the old jurisprudence one way and the decision of a judge of the Court of Queen's Bench opposed to it. Looking at the statute I was strongly impressed that it was not necessary to insert these words in the indictment. I ruled against the prisoner. However, the jury having convicted him, I reserved the question. On full consideration I am disposed to follow the jurisprudence of the magistrates, supported by the opinion of Chief Justice Harrison, who had given the question very careful consideration. I concur in the view expressed by that judge. There can be no doubt that there are two offences in the statute. The neglect of the master to provide for the apprentice so that the health of the apprentice is likely to be injured, is one offence, and the neglect of the husband to provide necessary food for his wife is another offence. As to the supposed danger of such a law I think that juries may be trusted to see that the provision of the law does not work an injustice.

Monk, J. A similar case came before me some time ago in the criminal court. The same objection was raised, but it seemed to me so futile that I overruled it. The jury, however, notwithstanding my ruling, acquitted the prisoner, and I believe rightly. Juries are not easily deceived in these matters, and I think that no hardship is likely to result from the interpretation put upon the law by the majority of this court.

Baby, J. I entirely concur in the opinion of the Chief Justice.

Conviction affirmed.

Davidson, Q. C., for the Crown.

Saint Pierre, for the defendant.

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(1) Since this opinion was delivered I find that the Court had before it one of these questions five years ago, in the case of *Reg.* v. *Smith* which had escaped my recollection, and that of every one concerned. In that case I concurred, reluctantly, in a decision similar to the one given in Scott's case, in so far as regards pleading, pointing out all the dangers of the statute, which have been so vividly illustrated since in practice. The case is reported 2 Leg. News, 223.

T. K. R.

COUR DE REVISION.

Montréal, 31 Mars 1879.

Coram Mackay, Papineau, Jetté, JJ.

Kingston v. Corbeil.

Juge de paix—Responsabilité—Bonne foi—Juridiction—Prescription—Dommages—Avis.

Jugé: *Qu'un magistrat qui émane un warrant d'arrestation sans juridiction n'est pas responsable en dommages vis-à-vis la personne arrêtée en l'absence de preuve de malice et de mauvaise foi de la part du magistrat.*

Qu'une action en dommages contre un magistrat pour un acte par lui fait en sa dite qualité se prescrit par six mois à compter de l'acte même.

Qu'il est nécessaire de lui donner avis de l'action,

Le demandeur par son action réclamait des dommages du défendeur parce que le 20 août 1877 sur la plainte d'un nommé Clément, le défendeur émana un *warrant* d'arrestation en vertu duquel il fut appréhendé et arrêté pour avoir " renvoyé le dit Clément de son " service sans lui payer ses gages, etc." Sur procès devant le dit juge de paix, le demandeur fut condamné à payer la dette, les frais et un dollar d'amende.

Le défendeur plaida qu'il avait agi avec bonne foi et dans les limites de sa juridiction. Que le demandeur, en ne faisant pas casser le jugement par un tribunal supérieur s'il était illégal, avait acquiescé au dit jugement, et que son action était prescrite par six mois.

La Cour Supérieure, (6 novembre 1878, Rainville, J.), décidant que le défendeur, ayant agi sans jurisdiction, était responsable, même sans preuve de malice directe, le condamna à $30 dommages reéls et personnels avec dépens.

Voici le jugement de la Cour de Révision :

" The Court, etc.

" Considering that defendant has in the judgment complained of the advantage of a finding in his favor that he, the defendant, did not act maliciously in the matter of the warrant issued against plaintiff and the proceedings upon it ;

" Considering further that, in fact, defendant was not guilty of malice and seems to have been in good faith and to have supposed himself to have had jurisdiction, to wit: under chapter 27 of the Consolidated Statutes of Lower Canada ;

" Considering that upon such finding and proof of absence of malice, defendant ought not to have been condemned in damages ;

" Considering further that under the circumstances, this action has been brought too late, to wit, commenced long after six months after the act committed by defendant that plaintiff complains of (Consolidated Statutes of Lower Canada, cap. 101, sec. 7) ;

" Considering further that in the Court below proof was not of notice of action to defendant ;

" Considering finally that the material allegations of plaintiff's declaration were not proved ; and that in the judgment complained of condemning the defendant there is error ;

" This Court doth reverse the said judgment of the 30th day of November, 1878, and proceeding to render the judgment that ought to have been rendered, doth dismiss plaintiff's action with costs in the Court below and in this Court against said plaintiff, of which costs *distraction* is granted to Messrs. Ouimet, Ouimet & Nantel, attorneys for defendant ; and it is ordered that the record be remitted to the Court below."

Thibault & McGown pour le demandeur.

Ouimet, Ouimet & Nantel pour le défendeur.

(J. J. B.)

COUR DE CIRCUIT.

MONTRÉAL, septembre 1884.

Coram CARON, J.

AMESSE V. LATREILLE.

Prêt—Dette de jeu—Déni d'action—Intérêt au jeu.

JUGÉ : *Qu'un prêt d'argent fait par une personne qui a cessé de jouer, à un des joueurs qui continue peut être recouvré en loi.*

Que toute personne qui n'est pas intéressée dans le jeu est considérée comme tiers auquel l'article 1927, *C. C. ne s'applique pas.*

Le demandeur après une nuit passée à jouer aux cartes avec le défendeur et un tiers se retira du jeu vers les sept heures du matin. Quelques instants après le défendeur ayant perdu ce qu'il avait d'argent sur lui et étant endetté de $25 envers le tiers, se leva de table, emprunta du demandeur, qui était resté dans le même appartement, la somme de $50 avec laquelle il paya ce qu'il avait emprunté, il continua à jouer et perdit le reste.

L'action du demandeur fut un *assumpsit* pour argent prêté.

Le défendeur plaida par exception, et prétendit que c'était une dette de jeu qui tombait sous l'article 1927 C.C. et que, par conséquent, le demandeur n'avait pas d'action.

A l'argument le demandeur soutint que le fait que le demandeur savait que le défendeur empruntait ces $50 pour jouer aux cartes ne changeait pas la nature du contrat intervenu entr'eux, qui était celui de prêt.

La règle pour reconnaître l'application de l'article 1927 C.C. dans un cas d'argent prêté, est de savoir si le prêteur a un intérêt dans le jeu soit comme joueur actuel, soit comme associé de l'un des joueurs, soit en prélevant une part de la mise des joueurs, etc.; s'il n'a aucun intérêt, il est un tiers et a une action en recouvrement de l'argent prêté. Dans tous les cas, $25 ont été employées pour payer une dette contractée au moment du prêt, et puisque le paiement d'une dette de jeu est reconnu légal par cet article 1927 C.C., il est permis d'emprunter pour payer, il devrait toujours réussir pour $25. Le demandeur cita 4 *Aubry & Rau*, *Troplong*, *Contrats aléatoires*, No. 66 et suivants; et *Teulet*, *Codes annotés*, page 624, No. 41 et suivants.

Le défendeur, au contraire, argua que la connaissance qu'avait le demandeur de l'emploi que devait faire le défendeur de son argent, l'empêchait de recouvrer. En prêtant cet argent, le demandeur a encouragé le jeu, il y est devenu partie, l'emprunt contracté par le défendeur est devenue un contrat de jeu, pour lequel la loi dénie l'action.

La cour adoptant l'argument du demandeur dit que la question était de savoir si le prêteur avait ou non un intérêt quelconque dans le jeu, et que dans le cas actuel, il était établi que le demandeur n'en avait pas. Que d'ailleurs, le contrat de jeu n'était pas illégal en soi; la loi ne le considérant pas digne de son attention, refuse de le sanctionner par une action, mais les engagements ainsi contractés restent des dettes d'honneur. Dans l'espèce, ce n'est pas un contrat entre les joueurs, c'est un prêt d'argent fait par un tiers pour un but licite.

Jugement en faveur du demandeur pour le montant réclamé dans l'action avec dépens.

J. J. Beauchamp pour le demandeur.

Doutre, Joseph & Dandurand pour le défendeur.

(J. J. B.)

COUR DE CIRCUIT.

MONTREAL, 30 septembre 1884.

Coram PAPINEAU, J.

LA CORPORATION DU COMTÉ DE ST. JEAN v. LA CORPORATION DE LA PAROISSE DE LAPRAIRIE.

Procédés ultra vires—Nullité de procès-verbal—Acte de répartition— Vente des travaux au rabais—Application de l'article 775, *Code municipal.*

La demanderesse réclamait $436 qui était la proportion mise à la charge d'un certain nombre de contribuables de Laprairie dans le prix des travaux ordonnés par procès-verbal fait sous la direction du Bureau des Délegués des comtés de St-Jean et de Laprairie. Cette somme comprenait aussi les frais du procès-verbal, des avis, de l'acte de répartition et de la vente des travaux à l'entreprise. Il s'agissait d'un chemin déjà ouvert qui conduit de St-Jean à Laprairie et passe aussi dans deux comtés voisins. Le procès-verbal ordonnait le creusement des fossés, la réparation du chemin et des ponts et la construction des clôtures sur les deux côtés de la route dans toute son étendue; le procès-verbal pourvoyait en outre au mode de réparation et d'entretion du chemin et des clôtures. L'officier chargé de préparer ce procès-verbal avait inclus dans les travaux à faire sur le chemin toute la clôture des deux côtés de la ligne; enlevant ainsi, en violation de l'article 775 du Code Municipal, la part de clôtures réservée par la loi aux propriétaires voisins. Le Bureau des Délegués des deux comtés a homologué ce procès-verbal et a fait faire l'acte de répartition nécessaire entre les contribuables intéressés.

La demanderesse a donné les travaux à l'entreprise, les a fait exécuter et elle s'est ensuite adressée aux municipalités locales pour en obtenir le prix. La défenderesse a plaidé à l'action dirigée contre elle, que le procès-verbal était nul, *ultra vires;* que les officiers municipaux qui l'avaient fait et l'avaient homologué, avaient commis un excès de pouvoirs, en incluant dans les travaux à faire toute la clôture des deux côtés du chemin. Le tribunal saisi de la cause, a renvoyé la demande par un jugement, dont voici les motifs:

"Considérant que la demanderesse poursuit la défenderesse pour une portion du prix de la vente au rabais des travaux ordonnés sur un chemin traversant en partie les paroisses de Laprairie, dans le comté de ce nom, et celles de St-Luc et de Ste-Marguerite de Blairfindie, dans le comté de St-Jean, en vertu d'un procès-verbal dressé par O. N. E. Boucher et homologué le 4 de janvier 1882, par le bureau des délégués des dits comtés de St-Jean et de Laprairie;

"Considérant que le dit procès-verbal a ordonné entr'autres choses, le creusement des fossés, la réparation du chemin et de certains ponts et la reconstruction des clôtures des deux côtés du dit chemin, y compris la moitié des clôtures qui sont, par la loi, à la charge de certains propriétaires riverains du chemin en question dans la paroisse de St-Luc et dans celle de Laprairie;

"Considérant qu'il a de plus ordonné que tous ces travaux seraient vendus pour être faits à l'entreprise et que tous les contribuables y désignés seraient appelés, y compris les propriétaires riverains 'à contribuer pour 'le tout, selon la valeur de leurs terres aux 'frais et au coût des travaux à faire,' et que cela est contraire aux dispositions du code municipal et rend nul le procès-verbal;

"Considérant que la répartition faite par le dit O. N. E. Boucher, le 15 de juin 1882, et déposée au bureau du conseil, le trois de juillet, de la même année, en exécution du dit procès-verbal, et la vente au rabais faite des travaux du dit chemin, sont nulles aussi par suite de la nullité radicale du procès-verbal;

"La cour déclare nuls le dit procès-verbal, la dite répartition, et la dite vente au rabais, et déboute la demanderesse de son action avec dépens en faveur de la défenderesse, distraits à Maitres DeBellefeuille & Bonin, ses avocats.

Geoffrion, Rinfret & Dorion pour la demanderesse.

DeBellefeuille & Bonin pour la défenderesse.

(J. J. B.)

COMPULSORY INSURANCE.

An interesting experiment, or series of experiments, has lately been made in Germany on the subject of compulsory insurance, by the industrial classes, against sickness and disablement. For some years there has existed in different German States legal provision for requiring workingmen to become members of benefit societies of one kind or another; and since 1876 it has been compulsory throughout the empire for those under sixteen years of age to subscribe to their communal benefit society.

A new law passed last year, and coming into operation on the 1st December next, recognizes and widely extends the existing system, making subscription to local or trade benefit funds obligatory upon all artisans, agricultural laborers, and employés on daily wages generally, as well as the smaller class of employers. The amount to be subscribed is about two per cent. of the wages earned, against which is provided, in case of sickness, medical attendance and necessaries of all kinds, and a weekly allowance proportioned to the wages of the recipient; and in case of death a lump sum also calculated upon the deceased's wages.

The experiment will be watched with interest by all those interested in the theory and administration of the English poor laws. The new German law is identical in principle with the scheme of National Insurance propounded by the Rev. W. L. Blackley. Should it give satisfactory results, an impetus will be given to the movement in favor of legislation in the same direction in this country, and a prospect opened of reforming the poor laws off the face of the statute-book.—*Law Times.*

GENERAL NOTES.

The throwing of shrimps into the streets, especially as it may be taken for granted that shrimps so treated are not of the freshest, is an objectionable practice, says a London journal, and the Lambeth Vestry were but doing their duty in prosecuting a man who did it. It is a pity, however, that the Vestry are not better instructed in Natural History. In the charge the shrimps were described as "certain fish," and as the magistrate could not hold that shrimps are fish, the case was dismissed.

A seller of 'lucky balls' at Manchester seems to have had a lucky escape. The children who bought them were told that by the investment of twopence they had a chance of finding a half-crown, shilling, and so on down to a farthing, inside. On being opened, none of the balls appeared to contain more than a half-penny, and on this ground, apparently, the magistrate decided that there was no lottery. The balls with money inside are exactly analogous to the packets of tea with trinkets inside, decided in *Taylor* v. *Smetten*, 52 Law J. Rep. M. C. 101, to amount to a lottery. The absence of proof that there were prizes in the balls could not weigh against the statement that there were. A lottery is none the less a lottery because it is also a fraud. The stipendiary compromised matters by making the defendant pay the cost of the summons, which was Cadi justice. However, the juvenile mind in Manchester will probably not in future be taught gambling by a system so irresistible that the blanks are sweetmeats.—*Law Journal.*