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TESTIMONY OF EXPERTS.

As judges have so often said, and we have so often drawn attention to in these columns, expert witnesses, in nine cases out of ten in which they are called, are inclined to give their evidence as if they were retained as advocates for the respective sides subpœnaing them. This fact among other circumstances has tended greatly to depreciate in the minds of jurymen that just weight which their evidence should have. The recent Liverpool poisoning case has brought prominently before the public the difficulty which a jury must feel in estimating the exact worth of the evidence of even so eminent experts as the medical witnesses in that case undoubtedly are. We doubt, however, that any one will receive much comfort from learning what the medical profession in America think of the evidence of their own members. At the meeting of the Medico-Legal Society of Chicago, held on the 1st of December, 1888, the attention of the society was given to the consideration of a suit for malpractice in which one of the members of the society had recently been a successful defendant. Dr. F. C. Hotz said: "From a medical point of view I think we may disagree with some applications Dr. G. made, but I am sure on the whole the case was managed well. We all have our individual views in regard to treating a case; I may use one medicine and another person another medicine for the same purpose, but that does not make the other treatment unjustifiable. We are none of us infallible; one may use corrosive sublimate and another something else, for conjunctivitis; and if one makes a mild application of nitrate of silver I should not be justified to condemn the treatment of the other as long as the majority of oculists consider it a valuable remedy. But this meeting, I believe, was called for the purpose of bringing out the medico-legal aspects of a recent case. An important medico-legal point is this: I became thoroughly convinced of the utter uselessness of expert testimony. All it can do is to muddle the heads of the jury. The expert is not allowed to give his opinion upon the merits of the case, from a medical point of view. Oh, no, that is for the jury to decide. He is given a hypothetical case. Those of you who have been there and heard all that was put in a hypothetical case by the one side first, and then by the other side, will certainly agree that it is the easiest thing in the world to prove anything with these hypothetical cases. The prosecution will put in the strongest way against the defence. They make it appear that the doctor has been as cruel as a butcher at the stock-yards, handling the poor woman worse than an animal, and showing ignorance in everything; they put all this into a hypothetical case to the expert, and of course he has to answer that such treatment is all wrong. Then comes the defence and puts another hypothetical case. In the light of their evidence of course the expert will say, 'he could not treat it any differently; that was elegantly done.' And there sit the twelve wise men, unfamiliar with medical technicalities, and they are to form an opinion out of this chaos of hypothetical cases! I am sure no jury has ever gone into the jury-room and paid any attention to the expert evidence in the case." Judge Oliver H. Horton said: "As to expert testimony, I do not think, as a rule, that lawyers have the highest appreciation of or place the highest value upon it. In the matter to which Dr. Hotz referred, of hypothetical questions as being so misleading to laymen—in any profession, for instance in your profession, to a jury who are utterly inexperienced, a hypothetical question is so misleading as to oftentimes result in injustice, but until somebody is sagacious enough to give us a better mode, I know of no way to stop the present. Counsel for the plaintiff cannot be required to put a hypothetical question upon the defendant's case, but a suggestion from the doctor, it seems to me, would be very valuable. Instead of putting a hypothetical case, where the doctor had seen and examined the patient, the question should be: 'You saw the patient, what is your judgment?' and I think the question would have influence, from the doctor as an expert.

'When you saw this case, what was your opinion as to the defendant's treatment?' That, however, is not a legal aspect of this particular case, but only the mode of trying it by the lawyers; it is not in the law but in the mode of trying the case. But if he had not seen the patient, how are you going to ask him his opinion as an expert? In no mode that I know of except in a hypothetical case. Presumably the hypothetical question states the case as presented by the evidence. If it does not, the question is erroneous, but if it states the facts in the hypothetical question as developed in the evidence, then it is proper, and how else will you get the opinion of experts who have not seen the case? Another thing I have observed somewhat as a rule, that the lawyer is seriously at a disadvantage when examining an expert where he is not thoroughly conversant with the subject himself, for the expert in nine cases out of ten will down him. Unless he is thoroughly posted, crammed for that particular case, if you please, he is apt to come out second best. I think the case stated to-night is a good illustration of the fact that expert testimony often does more harm than good. It is a good deal in the general view of the jury, like a case against a corporation. Expert testimony does not weigh as a rule. It is my belief that I could take medical experts and prove that any man in America was insane, and I ask you doctors if that is not pretty nearly true? And if that is true, how can you expect it to have weight against the truth, for we all know there are some sane people in America. The thought is in the air, and it has an effect upon expert testimony of all kinds." In view of the facts above related it is not surprising that the legal profession and the public are not in love with expert testimony at all, not only of medical experts, for they give their evidence in no way differently from experts in other professions.—*London Law Times.*

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, July 27, 1889.

Present: LORD WATSON, LORD HOBHOUSE, SIR BARNES PEACOCK, SIR RICHARD COUCH.

SUSAN MCMULLEN alias MULLEN, Appellant; and DAME JANE WADSWORTH, Respondent.

Domicile—Matrimonial domicile—Declaration in Act of Marriage—Art. 63, C.C.

HELD:—*Where a person whose domicile was not in the Province of Quebec, was married in that Province, and declared in the presence of the priest who performed the ceremony that he was a "journalier de la Province de Québec," and he was so described in the certificate of marriage, that he did not lose his international domicile, and acquire a new domicile by election, so as to affect his status and civil rights.*

The words "for the purposes of marriage" in Art. 63, C.C., mean for the purpose of the solemnization of the marriage, and not that a person having his international domicile elsewhere, should, by a residence in the Province of Quebec for six months for the purpose of having his marriage solemnized there, lose his international domicile, and acquire a new international domicile.

The appeal was from a judgment of the Supreme Court of Canada (12 Can. S.C.R. 466), reversing a judgment of the Court of Queen's Bench, P.Q., reported in M.L.R., 2 Q.B. 113.

The judgment of their Lordships was delivered by

SIR BARNES PEACOCK:—

The question to be determined in this case is whether James Wadsworth, by his marriage in September, 1828, with Margaret Quigley, widow of James McMullen, subjected himself to the legal community of property as then established in Lower Canada.

The majority of the learned Judges of the Supreme Court held that his international domicile was not in Lower Canada or Quebec, and the special leave to appeal to Her Majesty in Council was not granted for the purpose of reviewing that finding, which depended upon a mere question of fact, but in order to determine what was the legal effect of the certificate or *acte de mariage*, signed by Wadsworth and his wife, in which he was described as a day laborer, of the city of Quebec, and by which two of the

learned Judges of the Supreme Court held that he was bound as amounting to a declaration that he was domiciled there.

Mr. Justice Taschereau, one of those two Judges, in his judgment says :—

"By representing to his wife, as he must be held to have done by the *acte de mariage*, that his domicile was at Quebec when he married, Wadsworth guaranteed to her, contracted with her in law, that she would be *commune en biens* with him. Now, could he have been admitted in his lifetime, under any circumstances, in an action *en séparation de biens*, for instance, to contend that this declaration as to his domicile was a false one, or, in other words, that he had induced his wife to marry him under false pretences or representations? Would he have been received so to invoke his own fraud in order to deprive his wife of her share of the community? Undoubtedly not. Well, who is the appellant here? Clearly, purely and simply, the representative of Wadsworth, the warrantor of his deeds, entitled to what he himself would have been entitled to, but to nothing more. How can she then invoke Wadsworth's fraud to deprive the respondents of their share of this community? And when she does so when she avails herself of Wadsworth's fraud, is she not then herself, in the eyes of the law, committing a fraud?"

He added,—

"This is a very important case, not only for the parties thereto on account of the large amount involved, but also for the public at large. It involves an intricate question of international law, which, as pointed out by the learned Chief Justice of the Court of Queen's Bench, may hereafter often arise in this country. We expect in the near future from the United Kingdom, and in fact from all Europe, a large immigration, and evidently cases like the present one must eventually with us become more frequent. But further than that, a principle of not less importance for the Province of Quebec is at stake, that is, whether the rules of the French law as to evidence are to govern such cases or not. For the appellants, in the course of a most able and elaborate argument, have failed to cite a case from France in which it has been held that a different *coutume* than the one settled by the *acte de mariage* can be invoked to defeat a wife's claims or her heirs."

It was in consequence of the latter portion of this judgment, which was referred to in the petition for special leave to appeal to Her Majesty in Council, that the leave to appeal was granted. In discussing the case in the Courts below, as well as in the arguments of counsel before their Lordships, the Civil Code of Lower Canada has been referred to as containing the law upon the subject, for, although the Code was not in existence at the time of the marriage, it is admitted that it correctly expresses the law as it then existed, so far as this case is concerned.

Article 1260 of the Code provides that, if no covenants have been made, or if the contrary has not been stipulated, the consorts are presumed to have subjected themselves to the general laws and customs of the country, and particularly to the legal community of property, but this Article is subject to Article 6, which provides that moveable property is governed by the law of the domicile of the owner, and that persons domiciled out of Lower Canada are, as to their status and capacity, subject to the laws of their country. Even if this were not expressed, it is clear that the Legislature of Quebec could not have intended to alter the international law of domicile. Much confusion has arisen from the use of the word domicile in two different senses. Sir Robert Phillimore, in his work on the Law of Domicile, page 17, remarked, and in their Lordships' opinion correctly so, that "it might have been more correct to "have limited the use of the word domicile "to that which was the principal domicile, "and to have designated simply as residences "the other kinds of domicile; but a contrary "practice has prevailed, and the neglect to "distinguish between the different subjects "to which the law of domicile is applicable "has been the chief source of the errors that "have occasionally prevailed on this subject." He refers to the *discours* pronounced by M. Malherbe on the introduction of the law of domicile into the Code Civil. "Chaque individu ne peut avoir qu'un domicile quoiqu'il puisse avoir plusieurs résidences;" also to *Mallas* v. *Mallas*, 1 Robertson's Ecclesiastical

Cases, page 75, where it is said, "The grada-" tion from residence to domicile consists " both of circumstances and intention."

Article 79 of the Civil Code of Lower Canada speaks of the domicile of a person for all civil purposes, and Article 63 of a domicile for the purpose of marriage. The latter Article is as follows:—"The marriage is solemnized at the place of the domicile of one or other of the parties. If solemnized elsewhere, the person officiating is obliged to verify and ascertain the identity of the parties. For the purposes of marriage, domicile is established by a residence of six months in the same place." The words "for the purposes of marriage" refer to the previous portion of the Article, and mean for the purpose of the solemnization of the marriage. The Legislature never could have intended to enact by such expressions as these that no person should be married in Quebec unless he should have his international domicile there; still less could it have intended to alter the international law of domicile, and to enact that any person having his international domicile elsewhere should, by a temporary residence in Quebec for six months for the purpose of having his marriage solemnized there, lose his international domicile and acquire a new international domicile by election, so as to affect his status and civil rights.

Article 1260 speaks of the general laws and customs of the country. The *acte de mariage* does not say that Wadsworth was of the Province of Quebec or Lower Canada, the country of which the laws and customs established the community of property on marriage, but merely that he was of the city of Quebec.

There could have been no intention on the part of Wadsworth when he signed the *acte de mariage* describing him as of the city of Quebec, laborer, to mislead or induce his wife to believe that by the marriage she would acquire community of property, for he was a mere day laborer, and she was a partner in the firm by which he was employed, and there was no probability at that time that he would acquire the large property of which he died possessed. The argument of Mr. Justice Taschereau as regards contract, guarantee, fraud, or misrepresentation on the part of Wadsworth is not based upon any solid foundation. In fact, the *acte de mariage* was signed after the marriage had been solemnized, in accordance with the provisions of Articles 64 and 65 of the Code of Civil Procedure.

It was not drawn up by Wadsworth, though it was signed by him, and the words "de cette ville" were probably introduced from a previous representation made by him, in order to obtain the solemnization of his marriage, that he had resided six months in the city. It is clear that the question of international domicile is one of general law, and that the doctrine of the Roman law still holds good, that "It is not by naked assertion but by deeds " and acts that a domicile is established." It certainly cannot be said that the case involves an intricate question of international law (to use the words of Mr. Justice Taschereau) if it depends upon whether Wadsworth contracted with his wife or was guilty of a fraudulent misrepresentation.

Their Lordships are of opinion that the word domicile in Article 63 was used in the sense of residence, and did not refer to international domicile. They are of opinion that a person having resided temporarily six months in Quebec would be entitled to have his marriage solemnized in that city, although he might be internationally domiciled elsewhere and might refuse to change that domicile. It would be monstrous to suppose that an Englishman, Frenchman, or American travelling in Lower Canada, and retaining his domicile in his own country, could not be married in Quebec after a temporary residence there for six months without abandoning his international domicile in his own country, and altering his status and civil rights. For the above reasons their Lordships are of opinion that the decision of the majority of the Judges of the Supreme Court is correct, and that the judgment of that Court ought to be affirmed, and this appeal dismissed. They will humbly advise Her Majesty to this effect.

The appellant must pay the costs of this appeal.

TENNESSEE SUPREME COURT.

MAY 7, 1889.

PEPPER v. WESTERN UNION TELEGRAPH CO.

Telegraph Company—Not agent of sender.

[Continued from p. 311.]

In *Saveland* v. *Green*, 40 Wis. 431, there was no question of a mistake in the dispatch; the only question was whether the telegram received, where no mistake was claimed, was to be treated as the original, so as to make it competent evidence of the contents of such telegram.

Durkee v. *Railroad Co.*, 29 Vt. 127, decides that the original, where the person to whom it is sent takes the risk of its transmission, or is the employer of the telegraph company, is the message delivered to the operator; but where the person sending the message takes the initiative, so that the telegraph company is to be considered as his agent, the original is the actual message delivered at the end of the line. In this case there was no question of mistake, nor of the sender's being bound thereby, but merely a controversy as to what was original and what was secondary evidence of the contents of a telegram. Moreover if this case decides anything pertinent to the case at bar, it is that as Bugg & Co. first invoked the services of the telegraph company, inviting a reply from complainants through the same medium, the company, in such case, was the agent of Bugg & Co., and not of complainants, so that the latter would not have been bound by the negligence of the company.

Telegraph Co. v. *Dryburg*, 35 Penn. St. 298, is a case where the receiver of an altered message, who had suffered injury thereby, was allowed to recover against the telegraph company as for a tort. If the telegraph company is the agent of the party who sent the telegram, then we are unable to see how the receiver actually suffered injury in this case, because if the sender of the telegram was bound to make good to the receiver the contract as reported in the altered message according to its terms, then the party addressed could have recovered of the sender the value of the 200 bouquets called for in the altered message instead of two bouquets. What is said in this case as to agency of the company so as to bind the sender is pure *dictum*.

Howley v. *Whipple*, 48 N. H. 487, the next case cited by Mr. Gray in the note referred to, so far as it touches the question now under consideration, is a mere *dictum*, and it would be uninstructive in this connection to state what it really does decide. The character of the question before that court may be inferred from a quotation which the opinion makes from sections 340, 341, Scott & J. Tel., adding that "many cases are cited in the above work from which it is held that in all controversies between the sender of the message and the company the original message is the one left at the office by the party sending it. But where a man sends a proposition to another man by telegram and gets a reply accepting the offer, the original message, so far as binding the acceptor is concerned, is the copy delivered to him at the other end." So of *Barons* v. *Brown*, 25 Kans. 410; *Matteson* v. *Noyes*, 25 Ill. 591; *Railroad Co.* v. *Mahoney*, 82 id. 73; *Williams* v. *Brickell*, 37 Miss. 682; *Railroad Co.* v. *Russell*, 91 Ill. 298; *State* v. *Hopkins*, 50 Vt. 316. They relate alone to the question of original and secondary evidence, so far as they touch directly or indirectly upon the matter now under consideration.

Morgan v. *People*, 59 Ill. 58, was where the plaintiff in an execution telegraphed to the sheriff to hold up the sale contemplated thereunder. The sheriff refused to obey the telegram, and was sued for damages by the owners of the property. It was held that the telegram delivered to the sheriff was the original, and that he should have obeyed it. There was no alteration or mistake in the telegram.

Smith v. *Easton*, 54 Md. 138, was this: Smith & Whiting, who were creditors of W. H. Easton, determined to attach his property to secure their debt. It was agreed however that he might telegraph to his brother, J. T. Easton, in New York, and that all parties would await the reply. W. H. telegraphed to J. T. as follows: "Smith & Whiting are here, and will attach the stock if not secured." He received a reply say-

ing: "Will indorse your Smith & Whiting note — three months." Smith & Whiting took the note of W. H. Easton at three months in satisfaction of their claim, and sent it to J. T. Easton in New York for his indorsement, which was refused. Thereupon they sued him, and introduced the telegram that was received by W. H. Easton, upon which they had acted. The court held that the telegram received was not evidence of a liability upon J. T. Easton, but that the telegram written by J. T. should have been indorsed or accounted for. This certainly decides nothing to support complainant's contention here. On the contrary, the logic of it would seem to be adverse to the idea of agency in the company, for if the company was the agent of the sender when it delivered the telegram, the telegram as delivered was the act of the principal, and ought to bind him.

We have devoted more time and space to these cases than might appear to be necessary, but as they are summed up in the note referred to by Mr. Gray as the cases that are regarded as making what is called the rule in America, it was deemed not out of place to ascertain what they were. We make and have no criticism upon what these cases do decide; we merely say that they are not authority upon which to predicate the claim that the courts in this country have established or settled the question under consideration. As already stated, Mr. Gray not only shows that upon principle the English holding is the correct one, but while listing the cases above mentioned as indicating a contrary view, he states that most of them are *dicta*. There is but one case referred to by him and the industry and learning of counsel have produced no other— which directly adjudges that the sender of a telegram is bound to the receiver by the terms of the message as negligently altered by the company. That is the case of *Telegraph Co.* v. *Shotter*, 71 Ga. 760. With very great respect for the high character of that learned tribunal, we cannot approve the line of reasoning pursued, nor the conclusion therein reached. The facts of the case present the question exactly in the shape, and under the same circumstances, which we have in the case at bar. The learned judge delivering the opinion places his conclusion in part on the fact that in England the government has charge of the telegraph lines, and upon the idea that a merchant or business man would lose credit and commercial standing were he to refuse to make good to his correspondent the contract contained in his message as delivered. We cannot see how the fact of governmental charge of the telegraph system can make any difference, for in this country the sender is as impotent to control and direct the movements and conduct of the telegraph company as if it were under the government, while in no sense can the company be said to be a bailee or carrier of the particular message. Nor can we see how the commercial standing of the sender, who remits his correspondent to his recourse on the telegraph company for such injury as may result from the erroneous message, can be affected.

The Georgia case however, while holding that the sender was bound to let the receiver have the goods at the reduced price stated in the erroneous message, decides that the sender is not entitled to recover from the company, as damages, the difference between the price as written by the sender and that delivered by the company, upon the ground that there was no evidence that the purchasers at the points where the telegrams were received would have given the price at which the goods were offered in the correct telegrams, nor what was the market value of the goods at the place to which they had been shipped in consequence of the error, the court holding that the measure of damages in such case was "the difference between the price offered by the error of the telegram and the market value at the point to which shipped—that is, what the seller could have gotten there." This case therefore, though holding as stated concerning the idea of agency, is opposed to the conclusion of the chancellor in the case at bar on the measure of damages.

Being of opinion then that the complainants were not bound to let Bugg & Co. have the goods at the price erroneously communicated by the telegraph company, but that

it was their privilege to have reclaimed them when Bugg & Co. refused to pay the price as written by complainants, let us see what were their rights and duties, and what is the criterion of damage in such a case. They were bound to have taken just such steps as a reasonably prudent man would take to save himself had the mistake or error been his own. A man under such circumstances is not to be held to have done the wisest and best thing, but to the exercise of reasonable skill and diligence. Whether he so acted or not is a question of fact to be left to the jury under proper instructions by the court in a jury case, and for the court to try as any other questions of fact in chancery or non-jury cases. What would be prudent in one case might be very unwise in another, dependent on the character of the goods, the market value in the place to which sent by the mistake, or the value at the place from which sent, regard being had to storage, expense of selling, handling, freights, depreciation of perishable goods and fluctuations in the market, etc. For instance, in one case it might occasion less loss to sell at the price named in the message as erroneously delivered, where the cost and risk of storage and selling in that market would be heavier than the difference in the price as sent and the price as received, or the cost of returning the goods where the freight both ways might be more than such difference. Where the difference in the price as sent and the price as erroneously delivered was greater than would be the cost of such retaining and selling there with freight one way, or greater than returning with freights both ways, regard being had to the markets at the two places, then he ought not to sell at the price so named, but should retain or return, according to his best judgment. In such cases the courts will not be over nice, on behalf of the negligent company, in adjusting the scales to the wisdom of the several means open to the party injured, and undertake to weigh carefully the question as to what was best, as then appeared, and certainly not as to what was best as seen in the light of subsequent events, but will merely require the victim of the negligence to act in good faith in the exercise of ordinary prudence, in the effort to extricate himself from the situation in which he has been placed. Where this has been done the loss resulting will be the measure of damages which he will be entitled to recover, upon the doctrine of compensation.

It is manifest that it would be unreasonable to expect the same conduct in a case where the goods shipped in consequence of the negligence of the company was lumber, coal, or the like, where freights would be a large factor in the loss, and in a case where the goods were bonds, diamonds, and the like, where freights are insignificant compared with value. Such considerations, together with the facilities for sale, proximity to other markets, and the like, are to be regarded in connection with the facts and circumstances of each particular case.

This is a summary of the result of general principles, all of which are too well settled to require citation of authority. Applying these principles to the case at bar, we find no proof in the record that would enable us to ascertain the damages fairly resulting from the negligence of the telegraph company. There is nothing to show what was the market value of the meat at Birmingham, nor at Memphis, unless the telegram as written by the sender is to be considered as fixing it. This is evidence of what the sender was willing to take for it, and in the absence of proof to the contrary may be said to furnish evidence of the market value in favor of the party making the offer, as against third parties. There is no proof as to freight either way, so that we cannot say whether the complainants have acted prudently in selling at the price named in the erroneous telegram, or whether they should have sought other purchasers at Birmingham, or recalled the meat to Memphis, or taken some other course. In the absence of some such proof it is impossible for the court to ascertain the extent of the injury inflicted by the company's negligence, so as to fix and determine the compensation therefor with certainty. But the negligence being established, and the complainants having shown that they disposed of the goods at the price named in the erroneously delivered message, which was one of the means open

to the shipper for extricating himself with the smallest loss, and there being no proof whatever tending to show that such disposition of the goods was not the very best thing to be done under the circumstances, we are of opinion that the difference between the price named in the telegram as sent and as delivered, where sale is actually made at the latter price, may be taken as the correct measure of damages where, as in the case at bar, the difference is not so great as to excite suspicion, and where from the character of the goods it does not appear unreasonable and improper to make such disposition of the goods. Where the conduct of the party injured in his effort to extricate himself from loss does not appear to have been improvident, nor in bad faith, and the loss is shown from such conduct, the burden of proof is upon the author of the wrong to show that the loss might have been mitigated by a different course of conduct, which a reasonably prudent man ought to have taken. In the absence of such proof, the loss as shown will be taken as the correct measure of damages in the particular case. Of this the wrong-doer certainly cannot complain ; the fault being his that there is not proof that some other course of conduct would have lessened the damages.

Let the decree be affirmed with costs.

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*COURT OF QUEEN'S BENCH — MONTREAL.**

Appel—Assemblée du Conseil Municipal—Membre personnellement intéressé.

Jugé:—1. Que, lorsque l'appelant d'un jugement final veut aussi interjeter appel des jugements interlocutoires rendus dans la cause, il faut les mentionner dans le bref et les griefs d'appel, à moins que la décision contenue dans l'interlocutoire se trouve aussi comprise dans le jugement final.

2. Que, d'après le statut incorporant la ville de St-Jean, un membre du conseil municipal n'a pas droit de voter aux assemblées du conseil sur une question dans laquelle, soit personnellement, soit comme membre d'une société commerciale, il a un intérêt pécuniaire, et qu'une résolution du conseil, adoptée par une majorité d'une voix, sera déclarée nulle lorsqu'un membre ainsi intéressé aurait voté du côté de la majorité.—*Stéfani & Monbleau*, Dorion, C. J., Tessier, Cross, Bossé, et Doherty, JJ., 19 janvier 1889.

*To appear in Montreal Law Reports, 5 Q. B.

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*SUPERIOR COURT—MONTREAL.**

Compagnie incorporée—Désorganisation de la compagnie — Déconfiture — Actionnaires—Actions non payées—Intérêt.

Jugé:—1o. Que quelque soit l'état de désorganisation dans lequel une compagnie incorporée est tombée, les créanciers de cette compagnie peuvent toujours exercer leurs droits contre elle et ses actionnaires.

2. Que les actionnaires ne sont pas par le seul fait de la désorganisation et de la déconfiture de la compagnie, déchargés de leurs obligations de payer le montant ou la balance de leurs actions dans le fonds capital.

3o. Que le statut qui régit les compagnies de société de construction ne permet pas d'exiger l'intérêt sur les parts non payés.—*Hughes* v. *La Compagnie de Villas du Cap Gibraltar, & Lalonde*, Taschereau, J., 9 mars 1889.

Arbitres et amiables compositeurs—Complétion du rapport—Formalités.

Jugé:—Que la cour peut, sur motion, ordonner à des arbitres et amiables compositeurs de compléter leur rapport, en y ajoutant le récit des formalités qu'ils ont remplies, d'expliquer davantage la nature de certaines parties de leur rapport, et d'y annexer le certificat de leur assermentation et autres documents.—*Dubé* v. *Corestine*, Loranger, J., 18 mars 1889.

Action en réparation—Terme "dénonciateur"—Injure—Dommage.

Jugé:—Que personne n'a le droit d'appliquer à une autre personne des termes qui n'ont rien en eux-mêmes d'injurieux, mais qui par l'interprétation qu'en font les personnes à qui on s'adresse, constituent une injure ; que le terme de "*dénonciateur*" quelque permis que soit en loi la dénonciation, est humiliant dans l'opinion publique et une cause de reproche qui donne ouverture à l'action en réparation.—*Duquette* v. *Major*, Mathieu, J., 26 mars 1889.

* To appear in Montreal Law Reports, 5 S. C.