

CITY SUED FOR AUTO SMASH-UP

But Calls In Cook Construction
Co. to Defend Suit Given
Hearing Yesterday

REALTY AGENT'S CLAIM

For Commission on Deal Put
Through After Expiry of
Mandate—Other Cases

Heard

Responsibility for an automobile accident which occurred in June, 1914, when a car containing three occupants skidded from a bridge crossing the aqueduct near Verdun, occupied the attention of Mr. Justice Archer throughout the day yesterday, the suit being that of Messrs. Grenier, Lemieux and Payette vs. the city defendant, and the Cook Construction Company, defendant in warranty. The plaintiffs sue the city, claiming that the roadway over the bridge was in an improper state of repair, the municipality, as such, being, in their submission, responsible for the proper maintenance of the highway. The city, on the other hand, calls in the Cook Construction Company as defendant in warranty, submitting that if any responsibility attaches, it is to the latter; and this, in virtue of the contract entered into between the city and the company, whereby the latter undertook to do the work of enlarging the aqueduct, and at the same time assumed responsibility for all accidents which might accrue as a result of the prosecution of the work. The city contends that this particular accident was a direct result of the work carried on by the Cook Construction Company, which had not seen to it that the bridge over the aqueduct at that particular point was in a proper state of repair. The case will be continued today. S. Letourneau, K.C., for plaintiff; P. E. Larmarche, K.C., for the city; W. J. Shaughnessy, for the Cook Construction Co.

SUIT FOR COMMISSION.

In another division of the court Mr. Justice Guerin was engaged in unravelling a suit wherein a realty agent claims a commission on a sale which, he submits, was put through as a direct result of his efforts as agent. The difficulty apparently arises over the fact that the sale was effected after the expiry of the agent's mandate, but he contends that notwithstanding this, it was as a direct result of his activities as agent, during the pendency of his mandate that the buyer and seller were brought together. The plaintiff is J. C. Perron and defendant N. Pepin. The latter, in pleading to the action, points to the expiry of the mandate, denies that he secured the purchaser as a result of the work of the agent plaintiff, and further avers that before the latter could claim a commission the sale would have to be effected in accordance with the terms of the option granted plaintiff. As a matter of fact, he points out, the sale was not effected on these terms, and hence he concludes for the rejection of plaintiff's claim. En delibere. D. L. Desbois, K.C., for plaintiff; St. Jacques and Lamothe, for defendant.

CLAIM OVER BLASTING.

In still another division, Mr. Justice Fortin took under advisement a claim entered by Christophele Bertule vs. Robert Dickson, plaintiff, claiming \$100 from defendant on the alleged ground that damages were caused plaintiff's house as a result of quarrying and blasting operations carried on by the defendant. At the opening of the case in the morning there threatened to be a question of the legality of plaintiff's claim, on the grounds that he was an Austrian and hence an enemy alien, but this was cleared up when it was made apparent that he was a Russian. Defendant denies all responsibility for the damages claimed. Taillon, Bonin Co. for plaintiff; W. A. Baker, K.C., for defendant.