

CYRILLE BOUCHER.

This gentleman died very suddenly on the morning of the 9th of October last. He was a member of the Montreal bar, but was chiefly known as a *litterateur*, having been a contributor to *L'Ordre* of Montreal, and at the time of his death he wrote for *L'Echo du Cabinet de Lecture Paroissiale*, and other papers.

CYRILLE ARCHAMBAULT.

It is with deep regret that we record the death of Mr. C. Archambault, who was one of those who lost their lives by the boiler explosion on the steamer St. John, near New York, on the 29th October. Mr. Archambault had attained a high standing at the bar. Cut off by a painful death in the full vigour of manhood, his untimely end excited the profound sympathy and regret of the whole community.

APPOINTMENTS, CHANGES, &c.--On the 12th August last the following appointments were gazetted:—

"J. T. Taschereau, Esq., Q. C., to be a Puisné Judge of the Superior Court for Lower Canada, to take precedence next after the Hon. F. G. Johnson. J. U. Beaudry, Esq. Advocate, to be a Commissioner for Codifying the Laws of Lower Canada in Civil matters, in the room of the Hon. A. N. Morin, deceased. The Hon. L. S. Morin, Advocate, to be a Secretary to the Commission for codifying the Laws of Lower Canada in Civil matters, in the room of J. U. Beaudry, Esq., appointed a Commissioner for that purpose.

COMMISSIONS TO THE BAR, DISTRICT OF MONTREAL, FROM 1st JULY, 1865.

3rd July, 1865.

James M. G. Roney, J. Bte. Sicotte, Benoni, A Longpré, Alexis A. Laferrière, Pierre S. Lippé.

7th August, 1865.

Arthur McMahon.

4th September, 1865.

André B. Chas. Ouimet, Achille David, Arthur Dansereau, Chs. Chamilly de Lormier, Richard S. Lawlor, Chs. L. Champagne.

2nd October, 1865.

Arthur E. Valois, Jos. O. Turgeon, Andrew Leamy, Louis N. Demers.

MISCELLANY.

LUCUS A NON LUCENDO.—Mr. Roebuck, M. P., appears, like some elsewhere, to have gotten the dignity of Q. C., "learned in the law," though his counsel fees have been infinitesimally small, and his briefs in numbers, or rather number, easy to count. He recently sought to be again returned for Sheffield, and Mr. Foster, a lawyer, spoke against him (Mr. R. present) to the electors. Among other things, according to the *Times* report, Mr. Foster said:

"Mr. Roebuck went the Northern Circuit. He wears a silk gown. (The Chairman.—Who gave it to him?) Now, in the great Northern Circuit I have found in many towns clients who have trusted me; but during the whole course of my experience never but on one occasion did I see Mr. Roebuck in any case whatever. (Laughter.) He got his silk gown, but was that reward given to him because of his merits on the circuit? No: it was given to him because you gave to him that position without which he was nothing, and *with which he got his silk gown*. (Cheers.)

DRUMMOND COUNTY.—A correspondent writing to the *Montreal Gazette*, from Drummondville, under date 8th Aug., 1865, complains of the non-attendance of a Judge to hold the Circuit Court in the county of Drummond. Since the establishment of the Court, only thirteen terms had been held out of twenty-one, and even when the Judge happened to be present, the business of the Court was not ready to be proceeded with on account of the uncertainty that always attended his presence. Three separate times, a whole year had elapsed without a term being held.

THE DEATH PENALTY.—The Zurich Commission, which was appointed for the purpose of drawing up a new penal Code, has decided by nine votes to two against the retention of capital punishment.

BANK OF MONTREAL *v.* REYNOLDS and SPROWL.—This was an action by the Bank against Mr. Reynolds, Sheriff of Ontario County, the maker, and Sprowl, the endorser, for \$800, amount of a promissory note, which the Bank had discounted for Reynolds. The defendant pleaded usury; that the note was made payable at Toronto, although discounted at Whitby, to enable the Bank to receive $\frac{1}{2}$ per cent in addition to the 7 per cent allowed by law, the $\frac{1}{2}$ per cent being the percentage allowed by law on a 90 days' note payable at any other bank than the one discounting the note. The verdict of the jury was in favor of the Bank. But in another case between the parties, tried the same day with a different jury, the verdict was for the defendants.