

which converted it into a giving in payment, which, moreover, was duly registered.

4. A person who asks by his action that a deed of giving in payment be annulled, is bound to tender the amount of the debt discharged by the party receiving the thing.—*Wilson & Lacoste, Tessier, Cross, Baby, Bossé, Doherty, J.J., (Bossé, J., diss.), Sept. 24, 1890.*

#### INSOLVENT NOTICES, ETC.

—*Quebec Official Gazette, Mar. 14th.*

##### Curators appointed.

*Re* Hercule A. Bériau.—E. Donahue, Farnham, curator, Feb. 20.

*Re* Henri Blanchette, trader, parish of St. Valérien de Milton.—P. S. Grandpré, St. Valérien de Milton, curator, Mar. 7.

*Re* Jos. Chouinard & Co., grocers, Quebec.—N. Matte, Quebec, curator, Mar. 10.

*Re* Louis Landry, manufacturer, parish of Bécancour.—Jules Dubé, Bécancour, curator, Feb. 24.

*Re* Gilbert Lécuyer, Clarenceville.—A. Lamarche, Montreal, curator, Mar. 11.

*Re* John N. Maher, Tadoussac.—T. Tardif, Quebec, curator, Jan. 20.

*Re* Somerville, Stuart & Co., engravers and lithographers, Montreal.—P. S. Ross, Montreal, liquidator, Mar. 4.

*Re* Wenceslas Turcotte, trader, St. Frederic.—H. A. Bedard, Quebec, curator, Mar. 7.

##### Dividends.

*Re* John Crichton.—First and final dividend, payable Mar. 26, L. de Martigny and D.D. Bain, joint curator, Valleyfield, Mar. 26.

*Re* J. C. Duclos, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* J. A. Germain, Sorel.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* H. Lacas, Hartwell.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* Basile Massé.—First and final dividend, payable Mar. 30, F. X. A. Boisseau, St. Hyacinthe, curator.

*Re* D. J. McIntosh, Ste. Justine.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* Auguste Perron.—Dividend on proceeds of immovables, payable Mar. 26, D. Arcand, Quebec, curator.

*Re* L. A. Prévost, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* Israel Sabourin.—First and final dividend, payable Mar. 24, L. G. G. Beliveau, Montreal, curator.

*Re* H. O. Sénécal, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

*Re* F. X. A. Trudel, St. Stanislas.—First and final dividend, payable Mar. 30, A. Lamarche and J. Frigon, Montreal, joint curator.

##### Separation as to property.

Délina Brien dit Desrochers vs. Avila Contant, farmer, Parish of l'Epiphanie, Mar. 11.

Octavie Nottinville vs. Alfred Lacroix, trader, Magog, March 5.

#### GENERAL NOTES.

GENERAL BOOTH AND THE LAWYERS.—The *London Law Journal* says:—'General' Booth does not like lawyers, unless, indeed, they are sitting on the 'penitents' bench. At a recent meeting the 'General' seems to have delivered his soul of some strong feeling and his mouth of some hard sayings about the legal profession. But he would be a bold man who asserted that lawyers as a body were opponents of religion. On the other hand, their intellectual training and the habit acquired in practice of careful analysis undoubtedly make lawyers very unlikely converts to Salvation Army tenets, and therefore very unwelcome critics of the latest plan for reforming the 'submerged tenth.'

BREACH OF PROMISE.—A barrister has never been defendant in an action for breach of promise of marriage, and a solicitor but once. So it was stated by Mr. Dodd in his paper read at the Nottingham meeting of the Law Society, and we see no reason for doubting the correctness of the statement, as this form of action has not been in existence for more than two hundred years, and Mr. Dodd's informant, 'who took some trouble to collect particulars,' had a comparatively limited field to travel over. Mr. Dodd succeeded in persuading his hearers to carry a resolution 'that it is inexpedient to abolish actions of breach of promise of marriage.' Be this as it may (and the inaction of Lord Herschell, who as Mr. Herschell, Q.C., carried in 1879 a resolution in the House of Commons to the contrary, is somewhat significant), it can hardly be contended that the law of 'breach' does not require amendment. As that law stands at present, it is no defence to the action that performance of the contract would have probably killed the defendant, nor that the plaintiff concealed the most material facts, as that he or she was at the time of promise engaged to another person, or possessed a large family by a previous marriage, or had just finished serving a sentence of twenty-one years' penal servitude for inflicting grievous bodily harm upon a former spouse. Surely some amendment is needed here.—*Law Journal.*

HOW TO EXAMINE A WITNESS.—In some districts in the North of Scotland the old national dialect of 'broad Scotch' is still the only speech that the common people understand, and even where through contact with the Lowlands, the ancient *patois* has been infiltrated with English words and phrases, as a medium of thought it receives no adulteration. Your true Highlanders may converse in English, but they think, and hate, and love, and sing, in Scotch. Now such persons are sometimes necessary witnesses in actions at law, and it is a matter of no small difficulty to extract from them the information that they are able and possibly willing to give. So long as the cross-examiner confines himself to questions of an elementary character or of modern interest all goes well; the witness makes his meaning fairly intelligible. But touch upon some abstract topic, some deep feeling, some prejudice or some provincial legend or custom, and he relapses at once into the familiar language of his fathers. Francis Jeffrey and Henry Cockburn were once engaged in a case of disputed testamentary capacity, and a Scotchman of the old school was in the box. Jeffrey, the cultured editor of the *Edinburgh Review*, who was nothing if not English, undertook to examine him. We are telling the story from memory, and cannot vouch for the details. 'You knew the testator, I believe, Mr. MacTavish?' Jeffrey began. After many repetitions and explanations, the question was answered in the affirmative. Was he *compos mentis*, do you think? But to this question no reply was forthcoming, and Jeffrey had to sit down in despair. Then Cockburn arose. 'Hae ye a mull, MacTavish?' he asked; and the snuff box was duly produced. 'Ye wud ken the chiel MacDonald (the testator)?' was the next query. 'Ou, verra weel,' replied the witness, 'Was he a richt here?' inquired Cockburn, tapping his forehead. 'Na, na,' said MacTavish; 'the puir cirttur culd'na tell a coo from a calf.'—*Id.*