

# The Daily Record.

AND JUDICIAL NEWS.

Vol. 3—No. 62

MONTEAL, TUESDAY, AUGUST 11th, 1891.

Price 5 cents

## REAL ESTATE.

Sales from:

Henry Roman to George A Locker, of lot 1703-84, St Antoine ward.

Jessie Chowler wife of Frederic Whitley, to Jessie C Wyld, wife of Henry C Scott, part of lot 1759-13, said ward.

D A Mc Caskill to Ths R Cowan, part of lot 25, St Lawrence ward.

A E Clement alias Froulx dit Clement, to Sarah Burgess, wife of Francis Cox, of lot 1202-95, and the south east half of lot 1202-96, St James ward

Pierre Chicoine to M Lecuyer, of lot 186-44, parish of Montreal.

Clement Leduc to La Ville St Henri, of lot 1630 and of the rear part of lot 1637, said parish.

François X Lenoir, to the same of the south east part of lot 1812, said parish.

## JUDICIAL NEWS

TUTELLE DEPARTMENT.

Damase Larivière, of Montreal, merchant has been appointed tutor to the minor children issue of the marriage of the late Cyrille Jodoin, with the late Dame Eudoxie Benoit, in their lifetime of St Bruno, and Augustin Jodoin, of St Bruno, bailliff, subrogate-tutor.

Cyrille Blais, of Montreal, trader, has been appointed tutor and Adonias Granger, of the same place, clerk subrogate-tutor, to the minor Child, issue of the marriage of the late Nap Granger, with the late Marie Blais, in their lifetime of Montreal, hotelkeepers.

The petition of Dame Georgiana Sureault dit Blondin, wife separated as to property of Leonard Auguste Fortier, of the same place, merchant, in her quality of beneficiary heiress of the late Joseph Sureault dit Blondin, her father, to prevent her rights and claims being confounded with any obligations connected with the said succession, has been granted by the Superior Court.

Dame Corinne Leblanc, now of Ste Cunegonde, widow of the late Julien Brunet, in his lifetime of Smith's Falls, Brakeman, has been appointed turtix to her minor children and Joseph Filiatrault, of the parish of St Zotique, butcher, subrogate-tutor.

## INSOLVENCY NOTES.

DIVIDENDS.

*In re* Napoléon Morin, merchant and Henry A Bedard, curator.

A first and last dividend sheet prepared, subject to objection until the 17th inst, payable on or after the 18th, inst.

*In re* Arsene Gaudreau merchant, insolvent and Henry A Bedard curator.

A first and last dividend sheet, prepared, subject to objection until the 17th inst, payable on the 18th, inst.

*In re* F X Letourneau & Co, Quebec, insolvents and D Arcand, curator.

A first and final dividend sheet of 41 p. cent, prepared, open to objection until the 11th, inst, payable, on or after said date.

*In re* Cree, Scott & Co, of Montreal, shirts and collars, manufacturers insolvents and A F Riddell, curator.

A first dividend sheet prepared open to objection until the 17th, inst after which date it will be paid.

## MAGISTRATES COURT.

Judgments rendered on the 7th August.

MONTEAL.

T Duguay v. P Ernest Fugère, \$48, Ethier & Co. Acc.

R Charbonneau v. Dme E Champagne, \$29, Ethier & Co. Acc.

W Rawley v. Dme Suz Alderson, \$7, Berard & Co. Acc.

Same v. Jas Welsh, \$16, Berard & Co. Acc.

H W Garth et al, v. C Wm Riepert, \$27, Beaudin & Co. Acc.

Same v. E St Onge, Lachine, \$1, Beaudin & Co. Acc.

Wm Lapointe v. George Lapointe et al, \$21, L P Dupré. Acc.

## CIRCUIT COURT.

Judgments rendered on the 7th August.

C G Roy v. Hormisdas Richer, St Cunegonde, \$23, Roy & Co. Lease.

## COURT OF REVIEW.

JUDGEMENT.

Wardle vs. Prowse.—Johnson, Ch. J.—This action was brought to recover from the defendant the amount of his three promissory notes overdue, and he pleaded in effect that the action was premature because by a deed of the 2nd August, 1891, the plaintiff had given him a delay for the payment of his debt, and agreed to take it in three, six, nine and twelve months from the date of the deed. The plaintiff answered that the deed of extension had been drawn, and had been signed by the plaintiff; but was never executed by the defendant, who neglected to sign it, and in fact it was superseded as regarded the other creditors who subsequently agreed to take 75 cents in the dollar, to which, however, the plaintiff was not a party.

The suit was commenced on the 11th of November, and served on the 12th, while the

first instalment would only have become due on the 27th. The court below held the action to have been prematurely brought. The only question, then, is whether the plaintiff was bound by the non-executed deed of the 20th August. We hold that he was not. The defendant cannot avoid the payment of his notes by pleading the benefit of agreement he never assented to, so as to give the other the right to exact the conditions of it. Then the defendant was examined as the plaintiff's witness, and he is interrogated in this way.

I ask you if it is not true that you never paid any attention to the deed of extension that you were to pay in three, six, nine and twelve months? "He answered; Well, that was all sent over again; knocked on the head." The plaintiff is not to lose his recourse on the notes, unless he has the benefit of the deed. The defendant's property has been sold, and after agreeing with his other creditors to pay them 75c on the \$, to which the plaintiff was not a party, the defendant actually refused to pay the first instalment under the deed which even then the plaintiff would have taken. Judgment reversed with costs.

## SHERIFF'S SALES.

894 Naz Villeneuve v. T Xiste Villeneuve, Sheriff's Office, Aug, 21st 10 a.m.

One building lot in St Louis ward, on the level of Sanguinet Street with one half of a brick house two story high etc., being the N W. half of lot 160.

2720 Jos A Lussier jr, v. Jos Guimond, Longueuil, Aug, 21st 10 a.m.

A piece of land, Longueuil, with a house and other buildings thereon erected.

2273 Chs Cassils v. John Cassils, Sheriff's Off., Aug, 29, 10 a.m.

One lot bounded in front by Notre Dame Street, another lot, same Street with a stone warehouse etc.

Province of Quebec, district of Montreal, No 4896, Magistrates Court. Alex Boudreau, plaintiff v. E. C. Thibault, defendant. On the 19th day of August, 1891, at one of the clock in the afternoon, at the domicile of the said defendant, No 92 Dufferin Street, in the city of Montreal, will be sold by authority of justice, all the goods and chattels of the said defendant, seized in this cause, consisting of household furniture, etc. Terms, cash.

J. B. PERRAULT, B.S.C.

Montreal, 10th August, 1891.

Province of Quebec, district of Montreal, No. 2752, Magistrates Court. Louis Tessier, plaintiff v. Delano Delage, defendant. On the 19th day of August, instant, 1891, at one of the clock in the afternoon, at the domicile of the said defendant No. 72 Cadieux Street, in the city of Montreal, will be sold by authority of justice, all the goods and chattels of the said defendant, seized in this cause, consisting of household furniture etc. Terms, cash.

J. B. PERRAULT, B.S.C.

Montreal, 10th August, 1891.