

The Legal News.

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THE PROPOSED CHANGES IN THE COURT OF QUEEN'S BENCH.

We have repeatedly pointed out in this journal the disastrous consequences flowing from the fluctuating composition of the Court of Review, as that tribunal exists in the District of Montreal. We refer specially to the contradictory decisions thus obtained from the same court. It is extraordinary that in the face of these facts, the same pernicious system should be forced upon the Court of Queen's Bench. There is no reason to suppose that the result will not be the same. It is well known that a great many of the most important decisions of the Appeal Court are really one judge decisions, that is, the Court is divided three to two. Now, if the appeal be heard by five out of six judges, there is the chance, in all such cases, that if one of the judges who sat in the case had been replaced by the judge who did not sit, the result might have been different. Thus, there is a temptation to try the same point over again, in the hope of a different decision, and on every point on which two contradictory decisions are obtained, the law will be utterly doubtful and unknown until the slow remedy of an appeal to the Privy Council or to the Supreme Court, in some case of sufficient consequence to be taken there, shall settle the jurisprudence.

That we are indicating no imaginary evil is apparent from a cursory examination of some of the more recent decisions of the Court of Queen's Bench. We may add that we are inclined to believe that the further back you go, the lack of unanimity will be the more apparent. In the following cases (decided at Montreal alone) the names of the judges who pronounced the judgment are placed on the left, and the names of the dissenting judges on the right:—

BORROWMAN & ANGUS.	
Dorion	Monk
Tessier	Ramsay
Cross	

STANTON & THE HOME INSURANCE CO.	
Dorion	Monk
Ramsay	Tessier
Cross	

BLACK & THE NATIONAL INSURANCE CO.

Dorion	Monk
Tessier	Ramsay
Sicotte	

JOLY & MACDONALD.

Dorion	Monk
Tessier	Ramsay
Cross	

DOBIE & TEMPORALITIES BOARD.

Dorion	Ramsay
Monk	Tessier
McCord	

TRUSTEES OF MONTREAL TURNPIKE ROADS & DAoust.

Dorion	Ramsay
Monk	Cross
Tessier	

LAROCQUE & WILLETT.

Dorion	Ramsay
Taschereau	Sanborn
Loranger	

ARCHIBALD & BROWN.

Ramsay	Dorion
Tessier	Monk
Cross	

REEVES & GERIKEN.

Monk	Dorion
Tessier	Ramsay
Cross	

RENNY & MOAT.

Dorion	Tessier
Monk	Cross
Ramsay	

DORION & BROWN.

Dorion	Monk
Ramsay	Tessier
Cross	

CURÉ & C. DE BEAUHARNOIS & ROBILLARD.

Dorion	Monk
Ramsay	Tessier
Cross	

JURISDICTION.

The decision in *Mutual Fire Ins. Co. of Stanstead v. Galiput et al.*, noted in our last issue (p. 239), appears to be in contradiction with another decision recently delivered—*Eastern Townships Mutual Fire Ins. Co. v. Bienvenu*, 2 Legal News, p. 363. In the latter case the company sued for assessments on premium note, in the District of Bedford, where their head office was, and where the assessments were made payable, but the defendant was served at his domicile in the District of Montreal. Judge Dunkin maintained the declinatory exception filed by the defendant. In the case of *Mutual Fire Ins. Co. v. Galiput et al.*, a declinatory exception was pleaded on similar grounds. The action was taken out in the District of St. Francis, where the head office of the company is situate, and the defendant Lavoye was served in the District of Iberville. He pleaded a declinatory exception, on the ground that the contract of insurance originally made between the company and the defendant