

with his principal, an usage in the business in which the agent is engaged, or in the country of his residence, the custom of merchants, etc. Story, Agency, §190. Otherwise the agent is not bound.¹

In England agent charged to buy and ship things must insure, and may debit principal.

Where the course of dealing between the principal and the agent is such that the latter has been used to effect insurances by direction of the former, he is bound to comply with an order to insure, though he have no effects in hand at the time of receiving the order, unless notice has been previously given by him to discontinue that mode of dealing. If he have effects in hand he cannot in any case refuse to comply with the order; or, if the bills of lading from which his authority is derived contain an order to insure, this is an implied condition which the agent must fulfil if he accept the employment.² The mere endorsement, by the consignee, of the bill of lading is such acceptance.³

THE LATE MR. J. S. HONEY.

It is now eight years since Mr. Honey celebrated the fiftieth anniversary of his connection with the prothonotary's office in Montreal. At the commencement of the long vacation he has passed away, after a very brief illness, at the ripe age of 78. He was in his usual place in the Court of Review on June 30, the last day of the legal year, and he continued in attendance at his desk until Saturday, July 12. On Monday he was no more. Montreal has been noted for long tenure of office by its legal officials. The little band has been sadly thinned during the last few years, and Mr. Honey has now followed Messrs. Monk,

Coffin, Terroux, Pyke, Campbell, Vilbon, and others long associated with him. During his long term of fifty-eight years he has been a model of patient assiduity and unflinching courtesy, and the courts in which he was wont to sit, as well as the office in which he so long reigned, will for a long time to come wear a strange aspect without his familiar presence.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 26.

Judicial Abandonments.

A. Hubert Bernard, trader, St. Jean, l'Isle d'Orléans, July 24.

Curators appointed.

Re J. B. Denis.—C. Desmarteau, Montreal, curator, July 15.

Re Camille Lamarche.—J. M. Marcotte, Montreal, curator, July 22.

Re Joseph Massé.—C. Desmarteau, Montreal, curator, July 17.

Re G. L. Paradis & Co., Roberval.—J. B. Letellier, Quebec, curator, June 30.

Re Adolphe Parent, trader, St. Elphège.—C. A. Sylvestre, Nicolet, curator, July 17.

Re W. E. Potter, Montreal.—Kent & Turcotte, Montreal, joint curator, July 22.

Re George Stewart, absentee.—C. Desmarteau, Montreal, curator, July 19.

Re The Dominion Safety Boiler Co.—J. McD. Hains, Montreal, curator, July 11.

Dividends.

Re Duncan Everett Dewar, Aylmer.—First and final dividend, (13c.) payable August 11, at office of Mutchmor, Gordon & Co., Ottawa.

Re Pierre Avila Gouin.—First dividend, payable August 13, T. Darling, Montreal, curator.

Re Allan J. Lawson, Montreal.—First and final dividend, payable August 11, A. W. Stevenson, Montreal, curator.

Separation as to property.

Caroline Bouchard vs. Nephthalie O. Rochon, Montreal, July 10.

Cordelia Moreau vs. Edouard Lesarbeau, Montreal, July 22.

Dorila Sicotte vs. Napoléon Vallée, clerk, Montreal, July 22.

A PLAINTIFF IN PERSON.—An amusing scene occurred in the Sullivan county (N. Y.) court house recently. The wife of one of the parties to a suit was on the witness stand and had entrusted her baby to the care of another woman, who was tending it in a room below. The child became restless after awhile and announced its desire to see its mother in notes of unmistakable pathos, which might be traced to hunger. After trying in vain to quiet the child the woman came up stairs and into court, the baby all the time crying at the top of its lungs. Judge Thornton exclaimed "Take that child out of court." The woman addressed continued to advance, and holding the youngster out to its mother over the head of a prominent lawyer, responded "Court or no court, this child has got to be attended to."

¹ Lee v. Adsit, 37 N. Y. Rep: 10 Tiffany's Rep: Agent not bound to insure for principal unless specially instructed, or an understanding be shown that it shall be done. A ship was owned by three persons in equal shares. A, one of the owners at her port of departure, has always insured her upon her departure on voyage. At her last departure he omitted to do so, and the ship was lost. Have the other owners an action against A? Yes, for he has *manqué* to *mandat tacite*, No. 141, Troplong, Mandat.

² 27 Russel. *Smith v. Lascelles*, 2 D. & E.

³ 3 Camp. 472.