

Brown, 53 Law J. Rep. Q. B. 124; L.R. 8 App. Cas. 703, reversing the decision of the Court of Appeal, has decided that such a contract is just and reasonable even without the exception as to wilful misconduct on the part of the company's servants, and consequently the only question in this case is, whether the loss or damage which the plaintiff has incurred has arisen from such wilful misconduct, and therefore falls within the exception. Now, considering the short distance between the Hanwell and Ealing stations, I think that the defendant company were bound to have conveyed the milk-can from the former to the latter station by 6.15, which they could easily have done at trifling expense, or at all events sent a communication to the plaintiff at the station, by that hour, and I think that the neglect of the servants of the defendant company in this respect was wilful misconduct. For misconduct may be either from commission or omission, and wilful misconduct is that which arises from a man wilfully, recklessly, or without care neglecting to use his sense in performing a duty which he has undertaken. See the judgment of Lord Justice Cotton in the case of *Lewis v. The Great Western Railway Company*, 47 Law J. Rep. Q. B. 131; L. R. 3 Q. B. Div. 105; and also *Hopson v. The Great Western Railway Company*, De Colyar's County Court Cases, 191, which came before me many years ago at Newbury, and which was not appealed from. I also think, but with some doubt, that inasmuch as no special cause is shown for the mistake which occurred in carrying on the milk to Hanwell, *prima facie* that act was itself wilful misconduct within the principle of the above cases. There will, therefore, be a verdict for the plaintiff, with costs, in fourteen days.—His Honour, on the application of the defendants' solicitor, gave leave to appeal on the terms that the defendants were in no wise to oppose costs. This condition, he was aware, had been disapproved by Mr. Justice Hawkins in a recent case, but it had been approved of and adopted by Chief Justice Coleridge, in *Watson v. The London, Brighton, and South Coast Railway Company*, 47 Law J. Rep. Q. B. 639, on appeal from the Southwark County Court, and his Honour considered it to be only reasonable in a case like the present.—*Law Journal (London)*.

*INSOLVENT NOTICES, Etc.**Quebec Official Gazette, Jan. 21.**Separation as to Property.*

Edesse Clément vs. Pierre Jules Godin, Montreal, Jan. 19.

Marceline Demers vs. Edouard Constant Pontant, painter, Montreal, Jan. 7.

Marguerite Christine Arthemise Gagné vs. David Maltais, student-at-law, Chicoutimi, Jan. 16.

Marie Jasmin vs. Michel Claude, Jr., parish of St. Téléphore, Dec. 17.

Commissioner to receive affidavits.

Edward Westby Nunn, solicitor, 27 Grace Church Street, London, England, appointed commissioner to receive affidavits under C.C.P. 80.

*Quebec Official Gazette, Jan. 23.**Judicial Abandonments.*

John Baptist and James Dean (Geo. Baptist, Son & Co.), lumber merchants, Three Rivers, Jan. 23.

Joseph Lepage, grocer, Quebec, Jan. 25.

James Charles McCubbin (McCubbin & Co.), trader, Sherbrooke, Jan. 25.

*Curators appointed.**Re* Lavina Fournier (L. S. Fournier & Co., Magog.)—Kent & Turcotte, Montreal, curator, Jan. 16.*Re* Emery Lefebvre, Coteau.—Kent & Turcotte, Montreal, curator, Jan. 24.*Re* Alfred Paré, Lachine.—C. Desmarteau, Montreal, curator, Jan. 24.*Re* L. A. Sauvé.—Kent & Turcotte, Montreal, curator, Jan. 10.*Dividends.**Re* Canada Co-operative Supply Association.—Third and final dividend (four cents), payable Feb. 1. Mathews & Grant, liquidators.*Re* Candide Lemire (O. Lemire & Co.)—Dividend payable Feb. 15, Kent & Turcotte, Montreal, curator.*Re* Wilfrid E. Ménard.—First and final dividend payable Feb. 14, C. Desmarteau, Montreal, curator.*Separation as to Property.*

Rebecca Gable vs. Frederick Baker, manufacturer, Montreal, Jan. 16.

Notarial minutes transferred.

Minutes of Samuel Lapalme, notary, transferred to Joseph L. Lafontaine, notary, Roxton Falls, Jan. 21.

*Quebec Official Gazette, Feb. 4.**Judicial Abandonments.*

Honoré Charlebois, boot and shoe dealer, Hull, Jan. 20.

François Xavier Crevier, roofer and plumber, Montreal, Jan. 25.

Charles Cyr, merchant, Quebec, Jan. 26.

Joseph Dufour *alias* Latour, Joliette, Jan. 26.

Wm. Law McKensie, merchant, Black Cape, Jan. 26.

J. E. A. Renaud, grocer, Montreal, Jan. 31.

Thomas Taylor, Quebec, Jan. 31.