The Legal News.

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A member of the English Chancery bar gives notice in the newspapers of change of name, in the following manner:—"I, Ernest Edwin de Witt, hitherto known as Ernest Edwin Witt, of 1 King's Bench Walk, Temple, and Swaffham Prior Hall, Cambridgeshire, hereby give notice that by a deed poll of even date herewith, and intended to be forthwith enrolled in the Chancery Division of the High Court of Justice, I have taken the surname of de Witt in lieu of Witt. Dated this 3rd day of March, 1888.—Ernest Edwin de Witt. Witness, Fred. Geo. Hunt, Solicitor, 1 Gray's Inn Square."

Of Mr. Bradlaugh's bill to amend the law of oaths, the *Law Journal* (London) says:—"If the bill had contained the qualification that the judge or other person before whom the oath is required should be satisfied that the witness's objection is conscientious, probably the moderate men on both sides would have been content. Mr. Bradlaugh's offer to limit the case to an objection on conscientious grounds is not enough, and it would be satisfied by the witness repeating the words, which would let in all the mischief. A man who would evade kissing the book to prevent his evidence from being on oath would say that he had scruples of conscience with the same object. The objects of the bill ought to be the acceptance of the evidence on affirmation of persons who conscientiously object to an oath without impairing the general use of the oath in the courts of law. By the abolition of the oath, or its being made optional at the caprice of the witness, the Legislature would throw away a useful weapon for the extraction of truth in the administration of justice."

Dr. Leone Levi, LL.D., a writer of some note, died May 7, aged 67. He was born at Ancona, June 6, 1821. When a young man he left his native town, went to England in pursuit of commerce, and was naturalised by Act of Parliament in 1847. The difficulties he found in the state of the commercial law there and in other countries determined him to the study of the law, and at the age of thirty-six he became a student of Lincoln's Inn, being called to the bar in 1859. He mastered the English language, and devoted himself largely to the organising of chambers of commerce. The Liverpool Chamber was founded in 1849, and similar institutions were afterwards established in other commercial towns. In 1850 he published his "Commercial Law of the World," which gained him the Swiney prize awarded by the Society of Arts for the best essay on international law, and in 1852 he was appointed to the Chair of Commercial Law in King's College, London, a post he filled with great efficiency for many years, particularly in connection with the evening classes, which he was a chief means of establishing in the college. In 1854 he published a manual of "Mercantile Law of Great Britain and Ireland." It was Dr. Levi's suggestion of the utility of an international commercial code that caused the passing of the Acts thirty years ago whereby the mercantile laws of the United Kingdom were made uniform on many points. To him also is due the annual publication of judicial statistics for the United Kingdom. He was the author of "International Commercial Law," published in 1863, and of numerous other treatises. In the course of his active life Dr. Levi's talents came to be fully recognised, and he received acknowledgments in the form of gold medals at various times from the King of Prussia, the Emperor of Austria, and the Emperor of the French. Dr. Levi's latest work was a treatise on international law, published in the present year and dedicated by permission to the Queen.

The *Popular Science Monthly* has given insertion to an article by Mr. Philip Snyder on "Forms and Failures of the Law," which contains suggestions illustrating the crudeness and ignorance which are sometimes apparent in the propositions of would-be reformers of the administration of justice. Mr. Snyder asks: "If judges are really 'learned in the law,' as they should be, why are law-

yers needed at all as advocates, *pro* or *con*, in the trial of ordinary jury cases? Why not make it the business of the judge to examine the witnesses and bring out all the facts?' The next suggestion is equally remarkable:—"A reform of great value to the State would be the education and training of judges at public expense, instead of taking them, as now, from among practicing lawyers. We have a national military academy and a national naval school from which to obtain officers for the army and navy, though only at long intervals and in great emergencies is there any serious need of them; but the administration of justice, which is an every-day need, is left pretty much to chance.... The gradations of courts, after the system was once inaugurated, would give the new graduates the necessary experience from the lower courts up, and would bring into the service a class of judges who, owing nothing to the lawyers, would not be influenced by them in any schemes for delaying or defeating justice, or in allowing them enormous fees because great sums were at stake. These judges should take the place of lawyers to a certain extent in examining witnesses, so as to draw out the whole truth and only the truth, instead of only such parts of it as suit the *ex parte* counselors. As long as the lawyer was an aid to the court he might be tolerated and encouraged, but when he proved an obstruction the mandate of the court should remind him of his true work, and keep him in line with it."

CIRCUIT COURT.

MONTREAL, November 7, 1887.

Before LORANGER, J.

TREMBLAY v. LEBLANC.

Municipal law—Construction of bridge—Powers of Road inspector—Notice.

HELD:—1. *That where an act of apportionment has not been filed, as required by M. C., art. 814, within thirty days after the coming into force of the procès-verbal, the work can only be executed under a resolution or order of the council;*

2. *That the road inspector is bound to give seven days' notice before convening a public meeting of those interested, to consider the proposed work.*

3. *That the road inspector has no right to change the mode indicated by the procès-verbal in which the work is to be done;*

4. *That the notices required by law of the making and filing of an act of apportionment cannot be proved by verbal evidence.*

The defendant by his factum submitted the case as follows:—

Le défendeur est poursuivi par le demandeur par et en vertu d'un acte de répartition qui aurait été fait en 1886.

Il s'agit de la reconstruction d'un pont régi par un procès-verbal dont l'homologation n'a pas été prouvée quoique le défendeur l'ait formellement niée.

La construction de ce pont constituait un ouvrage assez considérable puisque les travaux ont été vendus au rabais pour la somme de $120. Chose assez étrange, le conseil n'a pas cru devoir passer aucune résolution pour ordonner à l'inspecteur de voirie de faire reconstruire ce pont. Les conseillers se sont contentés d'en causer avec l'inspecteur de voirie et lui dire d'y voir.

L'inspecteur de voirie a bien le droit de surveiller tous les travaux ordonnés sur les chemins (art. 376), mais il n'a pas le droit de décider par lui-même qu'un travail comme la construction d'un pont d'une valeur de $120, doit être fait.

Il fait rapport au conseil tous les ans du premier au quinze de juin et octobre de chaque année, et c'est au conseil à ordonner ce qui doit être fait (art. 404).

On voit même que dans le cas d'urgence (art. 405), le maire seul peut autoriser l'ouvrage.

Dans ce cas-ci l'inspecteur semble avoir fait reconstruire le pont de son propre gré.

Le demandeur s'appuie sur l'article 397 qui l'autorise à faire lui-même ou faire faire des travaux sur les chemins, mais la Cour remarquera que le coût de ces travaux ne doit pas excéder $5, à l'exception du cas particulier où l'inspecteur a signifié à la partie en défaut un avis spécial. Dans le cas actuel

a part du coût des travaux du défendeur excède $5 et il n'a jamais eu d'avis spécial.

Il n'y a rien dans la cause pour faire voir qui a décidé la reconstruction de ce pont.

Maintenant, comment l'inspecteur a-t-il procédé? Le 31 mai, il donne avis aux intéressés d'avoir à s'assembler le 1er juin pour décider comment serait fait le pont, soit à la corvée soit en le donnant à faire en par l'entrepreneur fournir tous les matériaux, du moins c'est ce que constate le prétendu acte de répartition produit au dossier.

Où devait se tenir l'assemblée? L'acte de répartition ne le constate pas.

Dans quels termes l'avis a-t-il été donné? Impossible de le savoir; il n'en est pas produit de copie ni de certificat de publication.

Qu'est-il arrivé? c'est que sans autre avis, le même jour qu'on s'assemblait pour décider comment on ferait l'ouvrage on a procédé ni plus ni moins à la vente de ces ouvrages.

D'abord nous prétendons que l'inspecteur n'avait pas le droit à moins d'avoir le consentement de tous les intéressés, de décider que les travaux seraient faits d'une manière différente que celle indiquée dans le procès-verbal; or, en vertu de ce procès-verbal, chaque intéressé avait le droit de fournir les matériaux.

A cette assemblée on a décidé de faire fournir les matériaux par l'entrepreneur sans la majorité des intéressés présents. Il y avait des intéressés absents et notamment le défendeur.

Maintenant, il est de principe que dans une assemblée l'on ne doit s'occuper que de l'objet mentionné dans l'avis convoquant cette assemblée. C'est pour cela que l'article 216 dit que dans tout avis municipal il faut indiquer l'objet de l'assemblée pour laquelle l'avis est publié. Or, dans l'assemblée en question on a décidé de faire les travaux d'une manière différente de celle indiquée dans le procès-verbal, et sans autre avis, le même jour on a procédé à la vente des travaux.

L'avis était trop court. Voir l'article 238, C. M.

L'acte de répartition en vertu duquel le défendeur est poursuivi n'a pas force de loi. D'abord cet acte de répartition n'a jamais été ordonné par le conseil ainsi que l'exige l'art. 816, C. M. Il n'y a pas de preuve au dossier que l'acte de répartition a été déposé suivant la loi en vertu de l'art. 817. L'affirmation de M. Voligny sur ce point ne vaut pas plus pour prouver le dépôt qu'elle ne vaut pour prouver l'avis et la publication de l'avis de l'inspecteur de voirie. La loi exige plus qu'une preuve verbale pour établir l'existence des procédures en rapport avec l'acte de répartition et la vente des travaux. C'est ainsi qu'il a été jugé dans la cause de *Cantwell* v. *Corporation of the County of Chateauguay*, 23 L. C. J. p. 263.

Le demandeur réclame le montant de la répartition comme chose à lui due; nous soumettons qu'il n'a aucune action dans le cas actuel. Il est évident que le demandeur poursuit en vertu de l'art. 398 qui lui-même est assujetti à l'art. 397; or, nous avons démontré que l'inspecteur de voirie ne pouvait ordonner la reconstruction du pont en question en vertu de cet article.

The judgment is as follows:—

"La Cour, etc....

"Attendu que le demandeur, inspecteur de voirie de la paroisse de Contrecœur, réclame, ès-qualité, la proportion due par le défendeur dans la construction d'un pont établi par procès-verbal du 2 août 1862, laquelle proportion a été répartie par acte du 18 juin 1886;

"Attendu que le demandeur réclame, en outre, ès-dite qualité, les 20 pour cent sur le montant des travaux autorisés par l'article 401 du C. M.;

"Attendu que le défendeur plaide entr'autres moyens de nullité, les suivants à l'encontre du procès-verbal et de la dite répartition, savoir: 1o. Défaut d'homologation du procès-verbal; 2o. Défaut de répartition de l'inspecteur démontrant la nécessité de la construction du pont en question; 3o. Défaut d'autorisation du conseil à faire cette construction et d'une résolution à cet effet; 4o. Défaut d'avis de la part de l'inspecteur aux intéressés préalablement à sa visite sur les lieux pour établir la nécessité de cette construction; 5o. Défaut de juridiction de l'inspecteur de voirie qui a ordonné la construction du pont dans des conditions différentes de celles contenues dans le procès-verbal; 6o. Nullité

de la répartition sur laquelle l'action est basée;

"Considérant que le procès-verbal ci-dessus cité contient entr'autres dispositions concernant la construction du pont la suivante, savoir: que tous les matériaux ou bois nécessaires pour sa construction devront être fournis par les intéressés et rendus sur les lieux au jour fixé par l'inspecteur pour les recevoir; lesquels matériaux devront être de la proportion et dimension réglées dans le plan à être mentionné dans la répartition faite par l'inspecteur;

"Considérant qu'il appert par la répartition sur laquelle l'action est basée, que cette disposition du procès-verbal a été écartée et que l'on a procédé d'une manière différente au mode de la construction du dit pont et de la contribution des intéressés dans cette construction; que la position des intéressés et notamment celle du défendeur est changée par cet acte qui constitue un excès de pouvoir de la part de l'officier qui était chargé de le faire;

"Considérant que les travaux à faire pour la construction du dit pont ne sont pas du ressort de la gestion ordinaire de l'inspecteur de voirie et ne pouvaient être commencés ou exécutés que par ordre ou résolution du conseil, les travaux n'ayant pas été répartis dans les 30 jours de l'homologation du procès-verbal (article 814, C. M.);

"Considérant que l'inspecteur de voirie était tenu de donner un avis préalable de sept jours avant la fixation de l'assemblée des intéressés, à laquelle la construction du dit pont devait être prise en considération, ce qu'il n'a pas fait;

"Considérant qu'il n'existe au dossier aucune preuve légale des avis préalables à la confection de la dite répartition, et à son dépot; que la preuve verbale faite à cet égard est illégale;

"Considérant que les travaux ordonnés par le dit procès-verbal ne sont pas de ceux dont le demandeur ès-qualité peut recouvrer la valeur en son nom, et qu'il n'y a pas lieu dans l'espèce à l'application de l'article 397;

"Considérant qu'il n'est pas prouvé que le défendeur ait eu connaissance de la dite répartition et de la prétendue réunion des intéressés mentionnée dans la déclaration et n'a pas été en mesure de se défendre, ou de s'opposer à la dite répartition;

"Renvoie l'action du demandeur avec dépens."

F. X. Choquet, for the plaintiff.

Lacoste, Globensky, Bisaillon & Brosseau, for the defendant.

COUR DE CASSATION.

PARIS, 17 avril 1888.

LA COMPAGNIE CENTRALE v. LA COMPAGNIE RÉPARATION.

Assurance—Réassurance—Cession—Primes—Risques.

JUGÉ:—*Que lorsqu'une compagnie d'assurance réassure en bloc l'ensemble de tous les risques qu'elle a assumés dans un certain endroit, elle fait un contrat de réassurance et et non une cession de ses droits dans les polices de ses assurés, de sorte qu'elle est en droit de continuer à en collecter les primes et est responsable des risques.*

La *Centrale*-Incendie, dans son affaire de réassurance de portefeuille province, s'était déjà pourvue en cassation et avait obtenu, le 22 décembre 1886, une admission en sa faveur contre une décision du tribunal de Beaune, concernant une affaire Philippe. Aujourd'hui elle ajoute à cette première acceptation, quatre nouvelles admissions contre deux arrêts de la Cour d'appel de Bourges et deux jugements des tribunaux civils de Tours et de Bordeaux.

Ces quatre derniers pourvois de la *Centrale*-Incendie ont été admis par la Cour de cassation qui a conclu, ainsi que nous allons le voir;

1o. La *Centrale* c. Merlin frères. — Lorsqu'une Compagnie d'assurance réassure en bloc un ensemble important de risques à une autre Compagnie qui a charge de payer les sinistres et de percevoir les primes, elle fait un contrat de réassurance et non une cession de portefeuille.

On se souvient que dans son contrat, la *Centrale* s'engageait à ne plus créer aucune agence, tout en conservant le droit d'opérer à Paris pour son portefeuille de la Seine, renfermant un bon tiers des affaires départe-

mentales et de l'étranger. Cette clause n'enlève nullement à la convention son caractère de réassurance ; et tant que l'assureur n'a pas cessé d'exister, tant qu'il continue à offrir à l'assuré la garantie de solvabilité sur laquelle il compte, ce dernier n'a pas le droit de demander la résiliation de sa police.

La Cour d'appel de Bourges, dans cette affaire, avait admis la résiliation de la police, par ce motif que la *Centrale* avait réassuré son portefeuille à une autre Compagnie qui n'avait pas rempli tous ses engagements et qu'il en résultait une diminution volontaire des garanties offertes à l'assuré. Mais la Cour de cassation a estimé qu'il y avait dans cette interprétation une fausse application de l'article 1184 dn Code civil relatif aux conditions résolutoires du contrat synallagmatique. A notre avis, cela est parfaitement juste et découle de la jurisprudence acquise jusqu'à ce jour. Puisque la Compagnie qui réassure son portefeuille reste seule responsable et qu'elle conserve intactes ses garanties, l'assuré n'a pas à s'inquiéter de la Compagnie réassurante ni des conditions du contrat de réassurance.

2o. (La *Centrale* c. Bodin-Pays).—Dans cette affaire, Bodin prétendait que, par son traité, la *Centrale* se proposait de faire passer à la *Réparation* la clientèle des assurés dans l'intervalle du 11 avril 1882 au 1er juillet 1888 et que, dans ces conditions, " il avait lieu de craindre qu'en payant ses primes aux agents de la *Centrale* devenus ceux de la *Réparation*, il ne se trouvât engagé pour l'avenir vis-à-vis de cette dernière."

La Cour d'appel avait approuvé cette manière de voir, mais la Cour de cassation a conclu que ce jugement méconnaissait le vœu des articles 1184, 1134, 1271 et suivants du Code civil relativement aux conventions et obligations, en même temps qu'il violait l'article 7 de la loi du 20 avril 1810.

3o. et 4o. (La *Centrale* c. Dessonnier Latour et c. Audy.)—Le Tribunal de Bordeaux, dans ces deux affaires avait délié les assurés de l'obligation de payer leurs primes par ce motif que la *Centrale* avait cessé d'exister comme Compagnie assurant en province et à l'étranger.

La Cour de cassation a jugé que le jugement en question violait les articles 1184, 1134, 1271 et suivants du Code civil et que le Tribunal n'avait même pas examiné si, comme le soutenait la *Centrale* dans ses conclusions, cette Compagnie avait conservé son existence réelle, ses garanties, et enfin, si elle était toujours à même de remplir ses engagements.

Le même tribunal de Bordeaux qui privait ainsi la *Centrale* de ses primes, ne négligeait jamais d'accorder aux sinistrés les indemnités de sinistres que pouvait leur devoir la *Centrale*. Et l'on a vu à trois jours d'intervalle ce même tribunal se prononcer dans ce sens : " *La* Centrale *vous réclame ses primes, ne payez pas, elle n'existe plus. Vous réclamez à la* Centrale *votre sinistre, elle vous doit, donc elle existe.*

On voit, par ce qui précède, que la jurisprudence relative à la réassurance de portefeuille se fixe de plus en plus dans le sens que nous n'avons cessé de défendre, et que plusieurs des jugements ou arrêts qu'on pourrait nous opposer, sont susceptibles d'être annulés par la Cour de cassation.

Pour être impartial, nous devons dire que le lendemain de la prise en considération de ces admissions, la Cour de cassation a admis le pourvoi d'un arrêt en sens contraire. Mais il faut reconnaître que les cinq admissions antérieures obtenues par la *Centrale* imposaient au moins une légère contre-partie. La lutte est donc engagée, et nous pensons que la victoire n'est pas douteuse et que la *Centrale* la remportera.

Tous les jugements et arrêts se résument à dire : Que la Compagnie a toujours été fidèle à ses engagements, que son existence légale n'a cessé d'être, que depuis le 11 avril 1882, date de la réassurance de son portefeuille à la *Réparation*, elle a continué à fonctionner, faisant face aux obligations qui lui incombaient, et payant les sinistres de province survenus depuis cette époque, tant pour elle que pour ses réassureurs défaillants, que ces sommes s'élèvent à environ 2 millions 600,000 francs, que dès lors, ces points de droit étant établis, ce sera facile à la Cour suprême de se rendre compte que la *Centrale*, n'ayant pas manqué à ses engagements, ses assurés du portefeuille réassuré ne sont pas déliés, et qu'il y a lieu de confirmer la doctrine et la jurisprudence affirmant le bon droit de la *Centrale*.—" L'assurance Moderne, p. 88."

LORD COLERIDGE ON THE LAWS OF PROPERTY.

The following is part of an address by Lord Chief Justice Coleridge:—It seems an elementary proposition that a free people can deal as it thinks fit with its common stock, and can prescribe to its citizens rules for its enjoyment, alienation and transmission. Yet, in practice this seems to be anything but admitted. There are estates in these Islands of more than a million acres. These Islands are not very large. It is plainly conceivable that estates might grow to fifteen million acres or to more. Further, it is quite reasonably possible that the growth of a vast emporium of commerce might be checked, or even a whole trade lost to the country by the simple will of one, or it may be more than one, great land-owner. Sweden is a country, speaking comparatively, small and poor; but I have read in a book of authority that in Sweden at the time of the Reformation three-fifths of the land were in mortmain, and what was actually the fact in Sweden might come to be the fact in Great Britain. These things might be for the general advantage, and if they could be shown to be so, by all means they should be maintained. But if not, does any man possessing anything which he is pleased to call his mind, deny that a state of law under which such mischiefs could exist, under which a country itself would exist, not for its people, but for a mere handful of them, ought to be instantly and absolutely set aside? Certainly there are men, who if they do not assert, imply the negative. A very large coal-owner, some years ago, interfered with a high hand in one of the coal-strikes. He sent for the workmen. He declined to argue, but he said, stamping with his foot upon the ground, "All the coal within so many square miles is mine, and if you do not instantly come to terms not a hundredweight of it shall be brought to the surface, and it shall all remain unworked." This utterance of his was much criticised at the time. By some it was held up as a subject for panegyric and a model for imitation; the manly utterance of one who would stand no nonsense, determined to assert his rights of property and to tolerate no interference with them. By others it was denounced as insolent and brutal; and it was suggested that if a few more men said such things, and a few men acted on them, it would very probably result in the coal-owners having not much right of property left to interfere with. To me it seemed then, and seems now, an instance of that density of perception and inability to see distinctions between things inherently distinct of which I have said so much. I should myself deny that the mineral treasures under the soil of a country belong to a handful of surface proprietors in the sense in which this gentleman appeared to think they did. That fifty or a hundred gentlemen or a thousand would have a right, by agreeing to shut the coal-mines, to stop the manufactures of Great Britain and to paralyze her commerce seems to me, I must frankly say, unspeakably absurd.

Take again, for a moment, the case of perpetuities, to which I have more than once alluded, as exemplified in gifts *inter vivos*, or in what, by a common but strange abuse of language, are called, "munificent bequests," after a man has had all the enjoyment possible to him, to religious or charitable objects. Persons either not capable of attributing definite meaning to their language, or at least not accustomed to do so, talk of any interference with such dispositions as immoral, and brand it as sacrilege. The wisest clergyman who ever lived, as Mr. Arnold calls Bishop Butler, pointed out nearly a hundred and fifty years ago that all property is and must be regulated by the laws of the community; that we may with a good conscience retain any property whatever, whether coming from the Church or not, to which the laws of the State give title; that no man can give what he did not receive, and that as no man can himself have a perpetuity, so he cannot give it to any one else. No answer has ever been attempted to Bishop Butler; none seems possible; yet men go on, like the priest and levite, pass it by on the other side, and repeat the parrot cry of immorality and sacrilege without ever taking the trouble to clear their minds, perhaps being congenitally unable to do so, or to ascertain whether there is any argument which will "hold" upon which to justify the charge. These are they who

> "might move
> The wise man to that scorn which wisdom holds
> Unlawful ever,"

and from whom I part with this one word.

There may be abundant and very good reasons for maintaining the inviolability of all gifts or bequests in perpetuity; there may be abundant and very good reasons for maintaining the contrary; but to call names does not advance an argument, abuse is not reasoning, and moderate and reasonable men are apt to distrust the soundness of a cause which needs such arts and employs such weapons.

Parliament supplies the funds for a great public and national harbor, created by a huge breakwater, which the officers of the sovereign construct. The effect of this great national work is to turn the tide of the sea full on to the lands of a beach-bounded proprietor some miles off, who could only save his lands from utter destruction by the erection of a long and massive sea wall. Has he a claim, a legal right, to compensation? Again I answer most certainly not. *Salus populi suprema lex.* Many other cases might be put to which the answer would be the same, but these are enough for my purpose. And now as to the sufficiency of the compensation. The property is taken, and often in the opinion of him who loses it, no compensation is sufficient. Suppose the possessor of an ancient and beautiful house, endeared to him by a thousand tender and noble memories, is told that he must part with it for the public good. The public good comes to him perhaps represented by an engineer, a contractor, an attorney, a parliamentary agent and a parliamentary counsel. He is very likely well off in point of money, and does not at all want the compensation; but he is a man of feeling, or if you will, of imagination, and he does want his house. He does not believe in the public caring two straws for the railway between Eatanswill and Mudborough. He thinks it hard that the engineer and the rest of them should pull down his old hall, and root up his beautiful pleasure-grounds. But he is told that the public good requires it; that a jury will give him compensation, and that he has no cause for complaint; and told sometimes by the very people, who when it is proposed to apply the same process for the same reasons to other rights or laws of property, are frantic in their assertion of the sacredness of these laws, and vehemently maintain that to touch one of them is to assail the existence of property and dissolve society. Once more let us see things as they are, recognize distinctions, admit consequences, clear our minds, and if we must differ, as probably we must, let us differ without calling names or imputing motives.

It is interesting in this relation to note the very different views taken by the same persons of substantially the same things, according to the point of view from which they are regarded. We have heard a good deal lately —I do not say too much—of the enormous importance of maintaining the Eighth Commandment; and there can be no doubt that the Eighth Commandment is an elementary law of morals, and should be regarded as one of the vital principles of political ethics.

But till very lately the Eighth Commandment had no application, at least in England, to the money of a wife if it came to her after marriage. As Lord Lyndhurst once said, a man might steal his wife's money to keep a mistress, and somehow or other this was not forbidden by the Eighth Commandment. As matter of history, the great difficulty in getting this Commandment applied to the wife's property was raised by those who are most emphatic as to its obligations in other matters. After many struggles the power of stealing was forbidden up to £200. At this point the matter remained for some years. Then an attempt was made to extend the prohibition to all the wife's property; but the measure was swept away with scorn by a great nobleman, who on questions of this sort held the House of Lords in the hollow of his hand. A few years passed, and the same great nobleman carried the same bill as his own, without a word of acknowledgment on his part, or of remonstrance on that of the authors of it, who were too glad of the result to say a single syllable as to his breach of this great precept.

Again there are points connected with the law of distress, and I presume, of hypothec (though here I speak with the becoming diffidence of an ignorant English lawyer), the justice of which, at least to the ordinary and uninstructed mind, certainly seems to need explanation. To seize one man's goods who owes nothing to any one, to pay the debt of

another, does at first sight seem a breach of the Eighth Commandment. But it is still the law in England as to agisted cattle, and as to all goods except such as are protected by the Lodgers' Act of very recent times. And I remember very well a very honorable man, a friend of mine, who rented a handsome set of rooms in London, and who was also a landlord of a large farm near London. He had duly paid his rent, but some valuable property of his was seized by the superior landlord of the house, to whom he owed nothing, and this he thought oppressive and unjust; but he seized without a pang the cattle of a man who owed him nothing which had been agisted on land occupied by his tenant, who owed him rent, and this he maintained to be a just and proper exercise of the rights of property. I have not invented this example. My friend was a very intelligent man, and I give the facts as an instance of how the point of view may distort the vision, and how hard it is for even the best of us to keep the head cool and the mind unclouded. How the owner of the agisted cattle looked upon my friend's seizure I may guess perhaps, but I do not know.

Again, a great nobleman or a millionaire, who owns half the land in a county, hungers after the possession of the other half; and the indulgence in this land-hunger is a dignified and honorable taste, inspired by high feeling worthy of a man of rank and wealth, and by all means to be encouraged. A poor peasant hungers after the possession of a few acres which he occupies, but his land-hunger for that which is to him, as Lord Chancellor Blackburne said, a necessity of life, for the soil which he has reclaimed, and for the hut which he has built, this is a breach of the spirit and letter of the decalogue, something between petty larceny and highway robbery, to be condemned of all well-educated and rightly-affected men, forbidden by the rules of political economy, and its indulgence to be discouraged, and as far as may be, made impossible by law. Yet surely both hungers are alike defensible, alike permissible; nay, perhaps the hunger of the peasant is the better of the two, so far as the desire for subsistence is better than the love of power.

We may assume that as a rule no changes in the laws of property or the conditions of its enjoyment are likely to be made, or ought to be made, except with the consent of persons affected by the change, or with compensation if his assent is not given. What should be the terms of compensation, and whether any but the actual owners of property should receive it, are details, not principles, and it would be unprofitable to discuss them. The rule, no doubt, will always be what I have stated. But a very slight acquaintance with English history is enough to tell us that this rule has been by no means universally observed; and the long series of parliamentary resumptions of crown grants from the time of Henry III to the time of William III. proves this statement beyond question. Some of these acts were no doubt procured by the kings themselves; but some certainly were passed by no means to please the reigning sovereign; and when the lands and other revenues allotted for the service of the king and of the State have been parted with, parliaments, at least in England, have seldom failed to relieve and to restore affairs by acts of resumption.

It is very true that all change, or almost all change, of the laws of property affects either existing rights or rights which reversioners might naturally regard as certainly coming to themselves. This is a reason why, as I have already said, every such change should be made with care and tenderness, without unnecessary disturbance, with compensation satisfactory, if it may be, even to the persons unfavorably affected by the change, and doing no violence to the great principle, that right must not be compassed by wrong, nor evil done that good may come of it. But it is not wrong to change the law on good reason and fair terms; it is not evil to vindicate the supremacy of the State over that which is being employed for its destruction.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 26.

Judicial Abandonments.

W. Hawley & Son, general storekeepers, West Potton, May 19.

Frank Langlands, Montreal, May 17.

O'Neil & Judd, ship chandlers, Quebec, May 21.

Curators appointed.

Re Wm. Dodd & Co., grocers, Montreal.—J. McD. Hains, Montreal, curator, May 23.

Dividends.

Re R. E. Gannon & Co.—First dividend, payable June 11, Kent & Turcotte, Montreal, joint curator.

Re Nap. Houle.—First and final dividend, payable June 12, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Martine Barrette vs. Edouard Suprenant, Montreal, May 23.

Anastasie Carrier vs. Antoine Godbout, carpenter, Lauzon, May 19.

Adèle Riendeau vs. Albert Hould, Montreal, May 18.

Court Terms.

In the district of St. Hyacinthe, the terms are to be held as follows:—

Court of Queen's Bench, criminal terms on 19th June and 19th December.

Superior Court, from 1st to 6th of February, March, April, May, June, October, November and December.

Circuit Court, for the district, from 14th to 18th of February, April, June, October and December.

Circuit Court, for the County of Rouville, from 10th to 12th of February, April, June, October and December.