THE

LEGAL NEWS.

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CURRENT TOPICS AND CASES.

On July 30, the Judicial Committee of the Privy Council affirmed the decision of the Court of Queen's Bench, Montreal, in *Connecticut Fire Insurance Co. & Kavanagh*, M. L. R., 7 Q. B. 323. In this case the defendant Kavanagh, an insurance broker, was the agent in Montreal of two foreign insurance companies, one of which instructed him to cancel a certain risk in Montreal, which he had accepted for the company. After suggesting a reconsideration, and the order being repeated, the defendant complied, and he then immediately transferred the insurance to the other company for which he was agent, without informing them that the risk had been refused by the first company. He made the transfer, moreover, without the knowledge of the insured, and without notice to them. On the same day that the risk was thus transferred from one company to the other, and very shortly after the instruction was given to the clerks in the office, a fire occurred in the premises insured, and the loss was paid by the company to which the risk had been transferred. Action was afterwards brought by the latter company against Kavanagh, to be reimbursed the amount of the loss, which they alleged they had paid without cause, and upon false representations by the agent. Wurtele, J., in the Superior Court, decided (M.

L. R., 5 S. C. 262), that the transfer of the risk from one company to the other having been made by Kavanagh in good faith, before the fire occurred, and in accordance with the custom of insurance brokers in Montreal, he could not be held liable. This decision was unanimously affirmed by the Court of Queen's Bench (Baby, Bossé, JJ., Davidson and Cimon, JJ. *ad hoc*), and after a very full argument before the Judicial Committee the appeal has been dismissed.

The vacancy in the English Queen's Bench Division caused by the promotion of Mr. Justice A. L. Smith to the Court of Appeal (see p. 193), has been filled by the appointment of Mr. Gainsford Bruce, Q.C., who is chiefly known by his labors in the department of legal literature and law reporting. The *London Law Journal* says:—"The careers of other law reporters who have been raised to the bench, Lord Campbell, for example, and Lord Blackburn, whose promotion was so vehemently attacked, as well as the three ex-reporters who are now on the bench, have amply justified their elevation. Mr. Bruce never, we believe, enjoyed a very large practice; but neither did those great judges Lord Blackburn and Lord Justice James."

By chapter 401, A. D. 1890, the State of New York made it a criminal offence for an agent of a life insurance company to pay a rebate as an inducement to insure in his company. The N. Y. Court of Appeals in *Conger* v. *Treadwell*, March 22, 1892, held that this is not unconstitutional as an abridgment of the natural rights and personal liberty of such agent in the conduct of his business. Life insurance companies (observed Haight, J.) perform very important functions in modern society. "They operate in all parts of the State, and a very large number of people are interested in them. They are resorted to for the purpose of making provision for families and dependents after the death of the insured, and for that pur-

pose many persons invest in them the accumulations of their labor and their thrift. The nature of insurance contracts is such that each person effecting insurance cannot thoroughly protect himself. He is not competent to investigate the condition and solvency of the company in which he insures, and his contracts may run through many years, and mature only, as a rule, at his death. Under such circumstances, it is competent for the legislature, in the interest of the people, and to promote the general welfare, to regulate insurance companies, and the management of their affairs, and to provide by law for that protection to policy-holders which they could not secure for themselves. Under such conditions there should be a wide range of legislative power to promote the public welfare in the exercise of the police power, and the true boundaries of that power it would be difficult in such a case to prescribe . . . . It would be quite preposterous to say that the legislature could, in the exercise of its legitimate authority, regulate these corporations, and prescribe the terms under which they may exist and do business, and yet could not by similar laws regulate and control the conduct of their agents. When these corporations seek the benefits and privileges of the laws creating and authorizing them, they must conform to the laws enacted for their conduct, and if they are unwilling to do so, they must go out of existence. So too all persons who seek to act as agents of such corporations must conform to the laws regulating the business of such corporations or cease to act for them."

In a sketch of the Supreme Court of Indiana the *Green Bag* gives some interesting particulars concerning Isaac Blackford who held judicial office from 1817 to 1853, and who is widely known as a reporter of the decisions of his Court, of which he published eight volumes, selected from a large number never reported. At that time volumes of reports were comparatively few in number, and received an amount of attention which in the rapid mul-

tiplication of volumes in the present day is not often observed. Blackford was one of the most painstaking of editors. In some respects he acted with a freedom which perhaps might be resented, for we are informed that he did not hesitate to correct the opinions of his associates, or even to remodel them. He studied the art of punctuation, and read the best books for style. In his opinion a misplaced comma was as inexcusable as a grammatical blunder; and on one occasion an entire signature (sixteen pages) was printed four times before the punctuation suited him. In the printing of the eighth volume the entire printing establishment was delayed three days, at a cost of $125, until the author had determined the correct spelling of "jenny," a female ass. He had spelled it with a "g," but finding it spelled differently, he was not content to let it pass until he had examined every book in his library. During the year 1843 he paid his printer $600 for loss of time occasioned by these delays. The publication of the eighth volume covered eighteen months, and he paid his printer $1,100 for delays and corrections. He had a standing reward with his printer for the discovery of errors; and he kept the sheets of each volume, as it was coming out, in the Supreme Court room, accompanied by a request that all errors be noted on the margin of the page containing the error. Ex-Governor Porter (now minister to Italy) noted an error in the use of the word "optionary." Some months afterwards he was surprised to read in the papers his appointment as Supreme Court Reporter, which had been urged by Judge Blackford solely on the ground of the discovered error.

PENNSYLVANIA SUPREME COURT.

May 23, 1892.

SPALDING v. EWING.

Contracts—Affecting action of public bodies—Public policy.

A contract to pay for professional services in securing additional compensation for defendant as postmaster, where such services consisted in securing special legislation to compel the post-office department to pay a claim which had been rejected, is contrary to public policy and cannot be enforced.

STERRETT, J. This action to recover fees alleged to have been earned by plaintiff is founded on the following contract, signed by defendant: "Landenberg, Pa, 1882. I hereby guarantee that myself, claimant for additional pay as postmaster (at Chandlersville, Landenberg), shall without delay, upon the receipt of draft for amount which may be collected, remit the amount of fee due his attorney, Harvey Spalding, which is understood to be twenty-five per cent of collection, to the said Harvey Spalding at Washington, D. C." The character of the services rendered in pursuance of and doubtless contemplated by this contract will be best understood by referring to plaintiff's deposition given in evidence on the trial. After stating that the power of attorney from defendant was procured by a person employed "to obtain powers of attorney in such cases," and that the postmaster-general had "for years restricted the payment of defendant's claim," etc., the plaintiff testifies as follows: "I applied to Congress for a legislative mandate to compel the postmaster-general to make the necessary readjustments of defendant's salary and the salary of other postmasters, and this application was resisted by the postmaster-general. From session to session of Congress I made application to committees having jurisdiction, urging the enactment of the mandate applied for, and after several years' labor in that behalf I obtained the enactment by Congress on the 3rd of March, 1883, of the mandate applied for, which act is known as the 'Spalding Act,' by reason of my services in that behalf. Afterward the postmaster-general tried to avoid complying with this mandate, and I carried on proceedings which compelled him ultimately, in a degree, to comply with the law. * * * I also made arguments on his behalf before the different committees, when in 1886 the appropriation to pay the first allowance was stricken out of the appropriation bill in the House

of Representatives, and I saw the necessary report was made to Congress of the second allowance, and I took the necessary means to have the appropriations made. The defendant's claim was always resisted by the officers of the post office department, and by the most laborious and protracted service on behalf of the defendant I compelled the payment of the said claims, notwithstanding such resistance." In his answer to the fifth interrogatory, after again speaking of his long-continued service, the plaintiff says: "It was never possible to collect either of these claims without my said service, for the officers of the post-office department, at every stage of the case, down almost to the time of collection, resisted the payment of the claims." In answering the sixth interrogatory, he further testifies: "That after he had expended time and money for the defendant, and compelled the payment of a claim not otherwise collectible, the defendant has by a variety of misrepresentations tried to cheat witness out of his fees." Plaintiff's son testified, among other things, that his father, "as attorney for Ewing and many others, did secure for them the allowance previously denied, and which, without his aid, they never would or could have secured."

It thus appears by the depositions above referred to that defendant's claim and many similar claims against the post-office department had been considered and rejected. As testified by plaintiff, "the postmaster-general for years resisted defendant's claim." The burden of plaintiff's undertaking appears to have been the procurement of what he terms a "legislative mandate," the avowed object of which was to compel recognition of the claims rejected, and so long resisted, by the post-office department. It is very evident from the uncontradicted testimony of plaintiff and his son that strictly professional services, such as preparing petition to Congress, drafting the necessary bill, furnishing such statement and proofs of said claims as were necessary to a proper understanding of their merits, etc., must have constituted a very significant part of the "several years' labor," "the most laborious and protracted services," the numerous "applications to committees," "from session to session of Congress," etc., testified to by him. According to his own account of it, the work of engineering the bill through Congress, despite the strong and determined opposition of the post-office department, must have been multiform, persistent and so conspicuously effective that plaintiff was honored with the paternity of the "legislative mandate" by calling it the "Spalding Act." The

plaintiff's evidence is not susceptible of any other inference than that, in the main, the services contemplated by the contract in suit, and actually rendered in pursuance thereof, were such as have been repeatedly pronounced contrary to public policy. In *Clippinger* v. *Hepbaugh*, 5 Watts & S. 315, the condition of the obligation to pay $100 was that the obligee should succeed in procuring from the Legislature the passage of a law authorizing the obligor and his wife to sell and convey certain real estate devised to the latter and her children. In refusing to sustain the contract this court said: "It is not necessary to say that a certain compensation for such services may not be recovered, but we are clearly of opinion that it would be against sound policy to sanction a practice which may lead to deceit, improper and corrupt tampering with legislative action. It is not required that it tends to corruption. If its effect is to mislead it is decisive against the claim, and that such is its tendency no human being can reasonably doubt. * * * The law will not aid in enforcing any contract that is illegal, or the consideration of which is inconsistent with public policy and sound morality, or the integrity of the domestic, civil and political institutions of the State. * * * It matters not that nothing improper was done or was expected to be done by the plaintiff. It is enough that such is the tendency of the contract, that it is contrary to sound morality and public policy, leading necessarily, in the hands of designing and corrupt men, to improper tampering with members and the use of extraneous secret influence over an important branch of the government. It may not corrupt all, but if it corrupts or tends to corrupt some, or if it deceives or tends to deceive or mislead some, that is sufficient to stamp its character with the seal of reprobation before a judicial tribunal." The same general principle is recognized in the following cases: *Hatzfield* v. *Gulden*, 7 Watts, 152; *Bowman* v. *Coffroth*, 59 Penn. St. 19; *Ormerod* v. *Dearman*, 100 id. 561. In the last case the present chief justice, referring to the authorities, said they "establish the principle that contracts which have for their subject-matter any interference with the creation of laws, or their due enforcement, are against public policy and therefore void." In *Burke* v. *Child*, 21 Wall. 441, the validity of a contract to procure the enactment of a law authorizing the payment of a private claim was fully considered by the Supreme Court of the United States. After referring to *Clippinger* v. *Hepbaugh*, *supra*, and three other American cases, viz., *Harris* v. *Roof's Ex'rs*, 10 Barb. 489; *Rose* v.

Truax, 21 id. 361; *Marshall* v. *Railroad Co.*, 16 How. 314, in all of which such contracts were held to be against public policy, that court said: "We entertain no doubt that in such cases, as under all other circumstances, an agreement, express or implied, for purely professional services is valid. Within this category are included drafting the petition to set forth the claim, attending to the taking of testimony, collecting facts, preparing arguments and submitting them orally or in writing to a committee or other proper authority and other services of like character. All these things are intended to reach only the reason of those sought to be influenced. They rest on the same principle of ethics as professional services rendered in a court of justice, and are no more exceptionable. But such services are separated by a broad line of demarkation from personal solicitation, and other means and appliances, such as the correspondence shows were resorted to in this case. There is no reason to believe that they involved anything corrupt or different from what is usually practised by all paid lobbyists in the prosecution of their business." After showing that the prohibition against contracts to procure either general or private legislation rests upon a solid foundation, the court further says: "To legalize the traffic of such services would open a door at which fraud and falsehood would not fail to enter and make themselves felt at every accessible point. It would invite their presence and offer them a premium. If the tempted agent be corrupt himself, and disposed to corrupt others, the transition requires but a single step. He has the means in his hands, with every facility, and a strong incentive to use them. The widespread suspicion that prevails, and charges openly made and hardly denied, lead to the conclusion that such events are not of rare occurrence. Where the avarice of the agent is inflamed by the hope of a reward contingent upon success, and to be graduated by a percentage upon the amount appropriated, the danger of tampering in its worst form is greatly increased. It is by reason of these things that the law is as it is upon the subject. It will not allow either party to be led into temptation, where the thing to be guarded against is so deleterious to private morals and so injurious to the public welfare. We have said that for the professional services in this connection a just compensation may be recovered. But where they are blended and confused with those that are forbidden, the whole is a unit and indivisible. That which is bad destroys that which is good, and they perish together. Services of the latter

character gratuitously rendered are not unlawful. The absence of motive to wrong is the foundation of the sanction. The tendency to mischief, if not wanting, is greatly lessened. The taint lies in the stipulation for pay. Where that exists it affects fatally in all its parts the entire body of the contract." The principle under consideration is not restricted to contracts involving the procurement of legislation for a contingent compensation. It has been frequently recognized and applied in other transactions involving questions of public policy. Some of the instructive cases in which that has been done are the following: *Tool Co.* v. *Norris*, 2 Wall. 48, 56; *Oscanyan* v. *Arms Co.*, 103 U. S. 261; *Woodstock Iron Co.* v. *Richmond & D. Extension Co.*, 129 id. 643. In the first of these an agreement for compensation to procure a contract from the government to furnish its supplies, was held to be against public policy and could not be enforced. Mr. Justice Field, delivering the opinion of the court in that case, said: "The principle which determines the invalidity of the agreement in question has been asserted in a great variety of cases. It has been asserted in cases relating to agreements for compensation to procure legislation. These have been uniformly declared invalid, and the decisions have not turned upon the question whether improper influences were contemplated or used, but upon the corrupting tendency of the agreements. * * * Agreements for compensation contingent upon success suggest the use of sinister and corrupt means for the accomplishment of the end desired. The law meets the suggestion of evil, and strikes down the contract from its inception." As has been seen by reference to plaintiff's testimony, the contract in suit contemplated the procurement of the 'legislative mandate" compelling the post-office department to recognize certain claims which had theretofore been considered and rejected. The procurement of that legislation was the burden of plaintiff's undertaking. He has explained the difficulties encountered in accomplishing it as well as the reasons therefor. The undisputed facts of the case bring it within the principle recognized in the authorities above cited, and defendant's second point should have been affirmed.

Judgment reversed.

CHANCERY DIVISION.

LONDON, June 1, 1892.

Before KEKEWICH, J.

VENABLES v. BARING BROTHERS & Co.

Negotiable instrument—American railroad bond—'Bonâ fide' holder for value.

This was an action by the plaintiff to establish his title to certain American railway bonds. In November, 1883, 105 Six per Cent. First Mortgage Sinking Fund loan bonds of the South and North Alabama Railroad Company, which are guaranteed by the Louisville and Nashville Railroad Company, were stolen from Messrs. Baring Brothers in London. On March 2, 1891, the plaintiff in Paris advanced to Mr. E. Wunder a sum of 50,000 francs on the security of a deposit by Wunder with the plaintiff of twelve of the above-mentioned bonds. It was subsequently discovered that ten of the bonds so deposited were among those stolen in 1883. This action was then brought by the plaintiff against Messrs. Baring and the railroad companies asking for a declaration that he was entitled to the bonds. The bonds were to bearer, but contained a provision entitling the holder to the benefit of a collateral mortgage vested in trustees. The defence was that the bonds were not negotiable instruments, and that the plaintiff had notice of the robbery, and, owing to his negligence, was not entitled to relief.

KEKEWICH, J., held that the bonds were negotiable instruments according to the law merchant, and that at the date of the advance the plaintiff had no knowledge that the ten bonds were stolen. In his lordship's opinion the plaintiff had not conducted the transaction in such a way as to deprive him of his rights. There must, therefore, be a declaration that the plaintiff was entitled to the bonds as against the defendants, and the defendants must pay the costs of the action.

RECENT UNITED STATES DECISIONS.

Religious societies— Incorporation— Notice— Withdrawal of faction.—Where there are two factions in a church, each claiming to be the true church, and entitled to the enjoyment of its temporalities, the members of one faction, by keeping up a separate organization, holding separate services under another pastor, and supporting only their own organization, do not thereby with-

draw from the church but are still members, and an incorporation by them upon due notice to the other faction is an incorporation of the entire church, and serves to invest the corporation with the legal title to the church property. West Koshkonong Congregation v. Ottesen (Wis.), 49 N. W. Rep. 26, followed. Wisconsin Supreme Ct., Feb. 23, 1892. *Holm* v. *Holm.*

Insurance—Life—Application—False statements—Where an application of insurance, which is made a part of the policy, stipulates that the answers to the questions propounded are warranted by the insured to be true, and that the rights of the insured shall be forfeited if any untrue or false statements are made, the policy is avoided by a false answer to the question whether the insured had ever been rejected by any other life insurance company. March 15, 1892. *Clemens* v. *Supreme Assembly Royal Society of Good Fellows.* 16 N. Y. Supp. 378, *mem.*, reversed.

Criminal law—False pretences—Obtaining board by fraud.—The trial court ought to have directed the jury to acquit defendant on the evidence, which shows that she registered at the Southern Hotel, July 29, 1891, and was assigned to a room. On July 31 she sent for the manager of the hotel, and rented a room as a studio, stating she was an artist, and inquired as to the time of payment of bills, and stated "that it would be inconvenient for her to pay at the end of a week, for the reason that she expected a remittance, which would come to her at the end of two weeks, and she wanted to know if she couldn't arrange so that she might pay at the end of two weeks." The manager assented to this, and she asked him if the check which she was to receive would be accepted in payment for her board. He told her it would. He did not ask her nor did she tell him the name of the person from whom she expected the remittance. The bill for board was made out at the end of two weeks. She wrote a note saying it would be paid next day without fail; that her remittance had not come as she expected, but thought it would certainly be there that evening. The remittance did not come, and failing to pay her board she was in two or three days excluded from her room, and was not thereafter permitted to get meals at the hotel. During her stay there she had taken to her studio paint materials and easels worth about $30, and left a picture partly painted on canvas, which with her trunk were retained by those in charge of the hotel. This is substantially the evi-

dence as to the *corpus delicti*, and it wholly fails to prove that defendant obtained board "by means of a trick or deception, or false or fraudulent representation, statement or pretence." She certainly was guilty of no trick by means of which she obtained the board. Her statement that she was an artist was true, and her statement that she expected a remittance in two weeks was not proved to be false, and if it had been it would have been insufficient to justify a verdict of guilty of the crime charged. Speaking of this crime Judge Adams, in *State* v. *Evers*, 49 Mo. 542, says: "The essence of the crime of obtaining money or property by false pretences is that the false pretence should be of a past event, or of a fact having a present existence, and not of something to happen in the future." And this doctrine was reasserted by this court in *State* v. *DeLay*, 93 Mo. 95. But not only must the false pretence or representation be of a past event or an existing fact, but the board must be obtained by means of it. It must be made for the purpose of obtaining the board, and the hotel or boarding-housekeeper must believe it and in reliance on it furnish the board. See the Evers and DeLay Cases above cited. We do not think it can be fairly inferred from the evidence that defendant in this case stated to the manager of the Southern Hotel that she expected a remittance for the purpose of obtaining board. She registered at the hotel on July 29, and without being questioned or making any statement she was assigned a room. In this manner she obtained board in the first instance. On July 31 she sent for the manager, and upon inquiry she was informed that bills for board were payable weekly. She replied that she could not pay till the end of two weeks at which time she expected a remittance. It appears therefore that she got board for two days, and she could have continued there for one week at least, without saying a word about payment of the bills. Persons intending to perpetrate tricks, or obtain money, property or other valuable thing by means of a false pretence, do not ordinarily proceed in this way. They usually defer their false statements till they are forced to the wall. Here defendant made the statements voluntarily. She said she expected a remittance. She testified she did expect it, and there was no evidence whatever that she did not. But conceding that this statement was false, *i. e.*, she did not expect a remittance, still she did not obtain the board by means of it, for it is perfectly manifest from the evidence that the manager of the hotel did not rely on it when he consented to extend the time of payment of her

board bill. It is inconceivable that an ordinary business man would give credit on the faith of such a statement without inquiring who the party is who is to make the remittance, and that is what the manager of the hotel in this case did. Hence all the elements of the crime charged against defendant are lacking. Her representation, if false at all, was of a future event, and the manager of the hotel did not credit her for board on the faith of it.—Missouri Supreme Court, Feb. 2, 1892. *State* v. *Kingsley.*

THE LATE LORD BRAMWELL.

Of the late Lord Bramwell, whose death was recently noticed, the English legal journals speak in terms of highest praise. The *Law Journal* says:—"Lord Bramwell will be universally regretted by the profession and the public. After a judicial career of the unprecedented length of thirty-six years (for though he nominally retired in 1881, his honorary services in the House of Lords were so constant and continuous that he may be said to have died a judge) he has literally died in harness, being cut off at the age of eighty-three, within a very short period after the delivery of his latest judgment. As a specialist he was both the best criminal lawyer and the best commercial lawyer of his day (an unexampled combination of excellences), while his judgments on all points that came before him were distinguished by a rare good sense and independence of view, for he frequently differed from his colleagues. He was proud, but justly proud of his legal knowledge. Perhaps he leaned a little too much to the legal as distinguished from the equitable view of a question, and was a little too quick to see the weak points of a plaintiff when a railway company happened to be defendants. But he has left a good and indelible mark on English law."

The *Law Times* has the following:—"The late Lord Bramwell, best known to the public as Baron Bramwell—to the bar as "Brammy"—was one of the ablest and the most popular of English judges of any generation. We have before said that we hesitate to inquire into the precise qualifications which go to make clever, able and great men. But we unhesitatingly put the late lord among the category of England's best and greatest judges. Mr. George Meredith, in one of his recent works of fiction, says that immortality consists in what we do, not in what we are. This applies with great force to judges. A judge, against

whose moral character no breath has ever been whispered, who has trained his intellect with all the power of his nature, and acquired all the knowledge within his reach, and devoted both his intellect and knowledge to the administration of justice, with the one intent that it shall flow pure, free and strong from the fountains of an ancient and uncorrupted jurisprudence; who always regarded the judicial office as a public trust, his official time the public time, his deliverances from the judgment-seat as utterances for which he must account here and hereafter; who has regulated his judicial conduct and demeanor by the consciousness that he sets an example to all mankind; who has not cringed to the influential, nor sneered at nor oppressed the weak; and who, in the days of technical subtlety, aimed to make law the embodiment of justice and common sense—when all this can be said of a man, shall it be denied that he was a great judge? Yes, it might be. It is necessary to add that his grasp of legal principles was only equalled by his mastery of fact, and that for both he was distinguished. And we thus complete the portrait of Lord Bramwell, both a great and a good judge. We agree with some biographers that Lord Bramwell found the greatest scope for his great gifts when presiding at Nisi Prius. He had a keen insight into human nature; he knew its weakness, its foibles and its faults. Humbug had no chance before him. Sharp practice to him was almost a criminal offence. He did what few judges succeed in doing—he put before juries his view of a case without appearing to take a side, and we think most judges fail to realize how largely this qualification is necessary to make the public satisfied with trial by jury. Further, we conceive that Lord Justice Bramwell, presiding over the Court of Appeal shone almost as much as Baron Bramwell at Nisi Prius. He used to sit with Lord Justice Brett (Lord Esher) on one side, and Lord Justice Mellish on the other. He supplemented the somewhat academic narrowness of the latter, and restrained the impetuosity of the former, thus constituting the court an almost ideal tribunal. And practising before him came such men as Edward James, Holker, Benjamin and Herschell. His one partiality, if so it may be called, was supposed to consist of a leaning in favor of railway companies. He believed them to be largely victimized. And so they are. But it was felt that they had a better chance before Baron Bramwell than before other judges, which sentiment we are sure he would have been the first to deprecate. It would have been well, we think, had his retire-

ment from the bench ended his career. His best work was not done as a peer of Parliament, and his newspaper controversies with all sorts of people upon all sorts of subjects did not lend weight to his character as a hereditary legislator or a judicial peer. He remained to the last however a favorite with the profession, and his fame will endure among the best traditions of the law."

The *Solicitors' Journal* observes:—"The *Times* is right in saying that while there have been, and probably will be, even greater lawyers than Lord Bramwell, English law has never had, and perhaps never again will have, a representative cast in his unique mould. Absolute mastery of the common law, combined with a keen and subtle intellect, controlled by the most vigorous common sense, made up a personality seldom seen on our bench. And it may be added that never was a judge more popular with the legal profession. The reasons for this cannot be better expressed than they were by one who knew him well, and who, writing in this journal at the time of his retirement from the bench, said: 'No doubt those who knew him most can best appreciate the ascendancy of his personal qualities, but no one acquainted with the business of the courts can have failed to notice the unvarying candor with which he more than appreciated every argument raised before him which had even the semblance of reason in it, and rejected it only after having set it in a more persuasive form than the advocate; the depth and subtlety with which he tracked the fundamental principles, the practical results, and the legal analogies involved in the matters brought before him for decision; the frankness with which he admitted ignorance and accepted information on points where a mind less sure of itself might be tempted to affect knowledge; the moral vigor and broad good sense with which he pushed aside all fringe, subterfuge and evasion; and, perhaps above all, the mingled strength and kindliness with which he administered the difficult and anxious duties of a criminal judge.' A judicial career of five and twenty years, in which these qualities were displayed, sufficiently explains the profound respect in which Lord Bramwell was held by every lawyer."

INSOLVENT NOTICES.

Quebec Official Gazette, July 16 & 23.

Judicial Abandonments.

CHAYER, Ferdinand W., restaurant keeper, Montreal, July 14.

GAGNON, Antoine, trader, parish of N. D. de Liesse, July 2.

LANGLAIS, J. A., stationer, Quebec, July 13.

MORRISSETTE, Eusèbe, trader, Three Rivers, July 18.

PARKER, Simon H., boot and shoe dealer, Montreal, July 11.

Curators appointed.

AUGER, A. J.—G. H. Burroughs, Quebec, curator, July 22.

LAVALLÉE, E. N., St. Philippe de Neri.—H. A. Bedard, Quebec, curator, July 19.

PARKER, Simon H.—C. Desmarteau, Montreal, curator, July 19.

Dividends.

BEDARD, John C., Richmond.—First and final dividend, payable Aug. 3, Royer & Burrage, Sherbrooke, joint curator.

CADIEUX, Joseph.—First and final dividend, payable Aug. 17, D. Parizeau, Montreal, curator.

CAMPEAU, Evangeliste, hotel-keeper, Ste. Marthe.—First and final dividend, payable Aug. 3, C. Desmarteau, Montreal, curator.

DERICK, Lyman H.. Noyan.—Second and final dividend, payable Aug 2, J. McD. Hains, Montreal, curator.

DIONNE, J. M., St. Antoine.—First dividend, payable Aug. 2, H. A. Bedard, Quebec, curator.

DUFRESNE, Raoul.—First dividend, payable Aug. 10, Kent & Turcotte, Montreal, joint curator.

MACFARLANE, J. D., North Star Mine.—First and final dividend, payable Aug. 2, J. McD. Hains, Montreal, curator.

MILETTE, F. A., Windsor Mills.—First and final dividend, payable Aug. 3, Royer & Burrage, Sherbrooke, joint curator.

PAQUET, Wm., Quebec —First and final dividend, payable Aug. 2, H. A. Bedard, Quebec, curator.

RITCHOT, F. X.—Dividend, on proceeds of immovables, payable Aug. 10, C. Desmarteau, Montreal, curator.