The Legal News.

Vol. XIV. JANUARY 10, 1891. No. 2.

It is rather late in the day to raise the question of the representation of Canada in Imperial tribunals, because it is evident that appeals from this country are every year becoming fewer. Last year there was but one case from this Province decided by the Judicial Committee, while on the last Supreme Court list there were sixteen appeals from our provincial Court of Appeal. An appeal from Canadian courts to England will soon be a very rare event, so that the question of representation does not now seem to be an important one, unless the right of appeal from the Supreme Court should be granted.

The Green Bag, for January, opens with a biographical notice and portrait of Benjamin Vaughan Abbott, author of the National Digest and numerous other works. Mr. Abbott was born in Boston, in June, 1830. After some years of practice in partnership with a younger brother, he devoted himself entirely to the preparation of reports and digests. A New York Digest was followed by the National Digest on the same plan. In June, 1870, he was appointed by President Grant one of three commissioners to revise the statutes of the United States, a work which occupied three years, and resulted in the consolidation of sixteen volumes of United States laws in one large octavo. Another work of some note was his Digest of the law of corporations, prepared with the assistance of his brother Austin. Mr. Abbott died in Brooklyn, Feb. 17, 1890.

A question which seems to create some difficulty in England is whether a judge or a barrister has the better opportunity of acquiring knowledge of law. The statement is attributed to the Master of the Rolls, that judges must acquire greater knowledge than barristers, however eminent the latter may be, because they are in every case they try. The *Law Times* replies that a barrister who every day is in several cases before several judges has more opportunity of learning law than a judge who does not leave his own court, and who has to teach himself law. "The great school of law in the courts is the Court of Appeal. A judge of the Chancery or Queen's Bench Division never goes there to learn; he is taken there to be reviewed, to be differed with, dissented from, reversed, affirmed or—dropped, as some judges are who give no reasons for their judgments, or find things so clear that nothing is to be said. In his own court he *may* administer what he believes to be law, but which may be nothing of the kind. How can he be said to learn in doing that? No; barristers learn more law than judges, because they have to inform the judges what the law is. Teaching always impresses principles upon the mind more than the learning and application of them. And if Baron Huddleston, during his sixteen years, learned more law than most judges—which we respectfully doubt—he did so by an industry and a method peculiar to himself."

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Lessor and Lessee—Arts. 1612, 1614, 1618 *C. C.—Disturbance of lessee's use—Claim for reduction of rent—Trespass—Judicial disturbance.*

Held:—(Affirming the judgment of Wurtelle, J., M. L. R., 6 S. C. 74). 1. Until a judicial disturbance has arisen, and a partial eviction has been the consequence thereof, no claim by a lessee for a reduction of rent can be maintained. A judicial disturbance may arise either by an action of a third person setting up a claim of right to the detriment of the lessee, or by an exception setting up a claim of right, in answer to an action of damages brought by the lessee against a trespasser.

2. A lessee who is disturbed in his possession by the material act of a third party, whatever may be the assertion of right made by such third party at the time of the commission of the act, should treat such disturb-

*To appear in Montreal Law Reports, 6 Q. B.

ance as a mere trespass, and should bring suit against the trespasser for the recovery of the damages which he has suffered by reason of such trespass, and to prohibit the trespasser from further disturbing him in his enjoyment. If the trespasser by his pleas raises a claim of right, the lessee should notify the lessor of the disturbance, and can then bring an action in warranty against the lessor for the purpose of obtaining a reduction of rent, and damages.

Per DORION, C. J.:—On the merits the action should be dismissed, the appellants by the agreement in question having assumed all risk of diminished income in the working of the telegraph lines transferred by respondents, and having entered into this agreement after the Canadian Pacific Railway Company had obtained authority from Parliament to establish telegraph lines for the transmission of messages for the public.—*Great Northwestern Telegraph Co. of Canada & Montreal Telegraph Co.*, Dorion, C.J., Tessier, Cross, Baby, Doherty, JJ., September 22, 1890.

Commercial corporations—Taxes on—45 Vict. (Q.), c. 22.

Held:—Affirming the judgment of Johnson, J., M. L. R., 4 S. C. 394, That the Act 45 Vict. (Q.), c. 22, applies only to commercial corporations; and that persons associated as underwriters, but not incorporated, are not subject to the taxes imposed by the Act in question.—*Lambe es qual. & Allan et al.*, Dorion, C. J., Tessier, Bossé, Doherty, JJ., Nov. 22, 1890.

Master and servant—Responsibility of employer—Negligence.

Held:—Reversing the judgment of Doherty, J., M. L. R., 5 S. C. 97, That where an accident occurs to an employee, not in consequence of any fault or neglect of his employer, but solely through his own negligence and disregard of the directions given to him, the employee has no action to be indemnified. So where an employee was directed to change a belt after six o'clock when the machinery would be stopped, and in disregard of the order he attempted to remove the belt before six o'clock while the shaft was still in motion, it was held that he had no right to be indemnified for the injury sustained.—*Desroches & Gauthier*, 5 Leg. News, 404; *St. Laurence Sugar Refining Co. & Campbell*, M. L. R., 1 Q. B. 290, followed.—*Dominion Oil Cloth Co. & Coallier*, Dorion, C.J., Tessier, Cross, Baby, Bossé, JJ., (Tessier and Baby, JJ., diss.) Sept. 22, 1890.

Constitutional Law—City of Montreal—Licensing sale of meat—37 Vict. (Q.), ch. 51, s. 123, ss. 27, 31.

Held:—Following *Pigeon & Cour du Recorder*, M. L. R., 6 Q.B. 60, affirmed by Supreme Court, 17 Can. S. C. R. 195, 1. That subsections 27 and 31 of sect. 123 of 37 Vict. (Q.), ch. 51, by which the council of the city of Montreal is authorized to regulate, license, or restrain the sale, in any private stall or shop in the city outside of the public meat markets, of fresh meats, vegetables, fish or other articles usually sold on markets, is within the powers of the provincial legislature.

2. That the by-law passed by the city council of Montreal under the authority of the statute above cited, fixing the license to sell in a private stall at $200, is valid.—*Corbeil et al. & La Cité de Montréal*, Dorion, C.J., Tessier, Baby, Bossé, Doherty, JJ., Sept. 24, 1890.

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*SUPERIOR COURT—MONTREAL.**

Accident sur la voie publique—Responsabilité des compagnies de transports—Irresponsabilité des enfants en bas âge—Employés et conducteurs de chars incompétents et n'ayant pas une vue normale—Expertise médicale—Dommages réels—Indemnité pour certains frais.

Jugé:—1. Qu'une compagnie de chars urbains est responsable d'un accident par lequel un enfant de deux ans a été tué sur sa voie, par suite de l'infirmité du conducteur qui avait la vue trop courte pour voir à distance.

2. Que dans l'espèce l'enfant tué étant très jeune ne pouvait pas discerner le danger et n'a pas pu contribuer à l'accident.

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*To appear in Montreal Law Reports, 7 S.C.

3. Qu'aucune faute n'étant imputable aux parents de l'enfant décédé, il n'y a pas lieu d'appliquer la question de la responsabilité contributoire; qu'à tout évènement elle ne pourrait donner lieu qu'à une diminution des dommages.

4. Que dans l'espèce il y a eu négligence de la part de la compagnie défenderesse, et qu'il y a lieu d'accorder au père de l'enfant comme partie des dommages réels une compensation suffisante pour les frais encourus par lui depuis l'époque de la naissance de l'enfant jusqu'à sa mort.—*Dufresne* v. *La Compagnie du Chemin de fer à passagers de Montréal*, Loranger, J., 29 déc. 1889.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER IX.

ALIENATION OF SUBJECT AND ASSIGNMENT OF POLICY.

[Continued from p. 5.]

§ 225. *Endorsement on policy.*

In *Wilson* v. *Genessee*,[1] an endorsement was required. The agent of the company was applied to for it, but he said it was not wanted. This was held sufficient. The notice in this case was proved and not denied.

Suppose A to insure, and six days after his death, a fire to happen. Because there was no endorsement on the policy at the request of his successor, shall the company (under English clause *supra*), go free?

Under a literal interpretation, yes; but *semble*, a reasonable time should be allowed to the successor.

Under a clause prohibiting "the subject insured" being alienated (*à peine de nullité* even), will alienation of a part vacate the policy *in toto*?

(In leases prohibitions to sublet are, yet sublease of part may be, if prohibition be not exact.)

A valid and binding agreement to convey the insured premises is not an alienation under this clause, so long as the assured remains in possession, and the contract is not performed.[1]

A contract by A to sell a house to B at a future time, if certain things be done by B, is not an alienation, within a policy stipulating against alienation by sale or otherwise; though possession be at once given to B.[2]

Where warehouse receipts are given to banks, the banks are held to be the owners.

Grain was insured. The plaintiff who insured it gave warehouse receipts to the banks. A fire happened. The insurance company was discharged.[3]

§ 226. *Insurable interest, how affected in certain cases.*

No change of movables is seen, though a charge on them was created for advances, with possession of them given in advance, the occupation of the owner having ceased in favor of the advancer. The advancer got the goods given to him where they were, and got a lease to him of the place where they were, and held the key.[4] The clause following was held to operate only in case of real property insured:

If the interest in property to be insured be a leasehold, trustee mortgage or reversionary interest or other interest not absolute, it must be so represented to the company and expressed in the policy in writing; otherwise the insurance shall be void.[5]

In Lower Canada, by law, a sale of land is perfect without writing even, and without possession taken by the purchaser. Suppose A to own a house, insured for $10,000, and to put it up for sale at auction, and B to buy it for say $12,000, payable by twelve annual instalments, the first payable at the time of the adjudication. No deed of sale is signed, nor actual possession taken by B, though he has paid the first $1,000; no notice of the sale is given to the insurer; six days later the house is destroyed by fire.

Is the insurer to pay? It says: "There

[1] 16 Barbour.

[1] *Trumbull* v. *Portage M. F. Ins. Co.*. 12 Ohio R., 305.

[2] *Masters* v. *Madison Co. M. Ins. Co.*, 11 Barbour R.

[3] *McBride* v. *Gore Dist. Mut. F. Ins. Co.*, Queen's Bench, Ontario, A.D. 1870.

[4] *Chapman* case.

[5] Privy Council, *Lanc. Ins. Co.* v. *Chapman*. Stanton lent the money. Bradford got the lease and was to hold to secure Stanton.

has been a change of title in the property insured." Has there been such as to vacate the policy?

At the time of the loss B stood proprietor; the insurer has not contracted with him, and is free from A.

Yet! *semble* if, by agreement, before and at the auction, deed with mortgage in it for the unpaid price were stipulated for, to be passed before possession should be claimable (condition suspensive), the real proprietor at the fire might be held to have been A. No. 54, Troplong. (Vente.)

In Lower Canada a mere *promesse de vente* will not avoid a policy.

A mortgage is not considered an alienation within a clause providing for the avoidance of the policy in case "the property insured shall be alienated by sale or otherwise.[1] *A fortiori* in Lower Canada, where fee simple is in the mortgagor, who is the proprietor and remains possessor usually.

A sale of the premises with a mortgage taken back immediately to secure the payment of the purchase money, thus changing the interest of the insured from that of a mortgagor to that of a mortgagee, was held in *Tittemore* v. *Vt. Mut. Fire Ins. Co.*[2] to be an alienation within this clause.

Assignments in bankruptcy or for the benefit of creditors have been held alienations within this clause.[3]

So, in Lower Canada, except under the bankrupt law, *semble*. See Parsons.

A descent of the property to the heir of the insured is a transfer by operation of law *not* within a clause against alienations.[4]

Sed? sometimes does not clause of policy control in such case, even? Generally, this is a matter of policy regulation.

The insured sold the property insured, taking a judgment for part of the purchase money, and keeping the policy. The building was burned while the judgment was unpaid. Held, that an action did not lie upon the policy.[5]

[1] *Jackson* v. *Mass. Mut. Fire Ins. Co.*, 23 *Pick.* 418; *Conover* v. *Mut. Ins. Co. of Albany*, 3 *Denio*, 254.

[2] 20 Vt., 546.

[3] *Dadmun Manufacturing Co.* v. *Worcester Mut. Fire Ins. Co*, 11 *Metcalfe*, 429; *Moore* v. *Protection Ins. Co.*, 29 *Maine*, 97.

[4] P. 627 Am. Lead. Cas., vol. 2.

[5] *Grevemeyer* v. *Southern Mut. Ins. Co.*, 22 Penn. Rep.

Long leases are frequently made with the proviso that if the lessee should assign without the consent of the lessor, the term of the lease shall determine, and the lease become void. Such was held to apply to voluntary assignments only. So the clause is often expressed now, and providing for voluntary or involuntary assignments, so that lessor shall not have a stranger forced upon him without his consent.

In case of a lawful bankruptcy commission such clause as the last would work. The lessor may say that on an act of bankruptcy by the lessee, lease shall end. Of course a bankruptcy commission issuing improperly would not be such as to make term of the lease.[1]

But a policy is not forfeited under this condition by a compulsory sale on execution, provided the assured retains a right to redeem the property by paying the debt.[2]

What of pawn, by the assured, of the subject insured, he retaining the right to redeem, but transferring possession, to secure the lender of the money? (Chapman case.)

In *Wolfe* v. *Sec. Fire Ins. Co.*,[3] it was held that goods insured may be transferred, then reacquired by the assured, who will afterwards, if loss happen, recover (for stocks of goods may be freely sold.) The policy again becomes effectual on reacquisition of the goods, or like goods. But suppose a house insured? Would it be so? Could the policy revive if the condition read that policy is avoided on sale of the subject insured? *Semble*, land is different from goods. *Conditio semel defecta non restauratur.*

In England and Upper Canada, the assignee of a fire policy cannot sue in his own name, but only in that of the original party.[4]

(Not so in Lower Canada, and query now in England.)

Shaw, upon Ellis, says: A subsisting interest at the time of the loss being the main test of the right of the insured to recover on the policy, it seems that a sale, and subsequent

[1] See *Doe* v. *Ingleby*, 15 Mees. & W.

[2] *Strong* v. *Manufacturers' Ins. Co.*, 10 Pick. 40; *Clark* v. *N. E. Mut. Fire Ins. Co.*, 6 Cushing, 342. So held of sale for taxes in Quebec, 4 Q. L. Rep. Tax titles in Lower Canada allow the land to be redeemed.

[3] 12 Tiffany

[4] 16 Q. B. Rep. Upper Canada.

repurchase of the property before loss, will not, on general principles, affect his claim. Intermediate injuries to the property will, of course, not be protected because they are not losses to the party insured, but it is otherwise with injuries after a repurchase, and it seems that they properly come within the scope of a contract of insurance, the spirit of which is to secure indemnity to the assured. Instances are frequent of the suspension of risks by reason of the unseaworthiness or hazardous use of the property insured, and their subsequent revival by the restoration of the navigability of the vessel, or the cessation of the hazardous use of the premises, and there appears to be no reason why, if the insurers are not thereby prejudiced, a similar suspension may not take place on account of the temporary want of an insurable interest.[1]

Dangerous principles! Certainly totally unsound under clauses such as usual American policy one, making the insurance cease or the policy thenceforth void in case of any transfer of the interest of the insured in the property insured or of any change of title in the property insured. "The risk is merely suspended by the alienation and is revived by the repurchase," says Shaw, in a note to Ellis; and he cites Power v. Ocean Ins. Co., 19 La. R.

That was a case decided upon special grounds. The law of Louisiana says that if the buyer do not pay, the seller may sue *en resolution* of the deed of sale. The judgment proceeded upon a finding by the court that an absolute sale had not taken place, but one with a resolutory clause in it (this not written, but implied). In this case the purchaser had held about six months, and the resolution of the deed of sale was by voluntary deed. The seller never absolutely divested himself of all interest, said the court. The policy read: "In case of any transfer or termination of the interest of the insured, "either by sale or otherwise, without such "consent" (of the insurance company,) "this "policy shall from thenceforth be void and "of no effect."

The reasoning of the court in this case I cannot approve; sale with resolutory clause in it had not been made.

Under the Civil Code of Louisiana, as under the Code of France, the sale is not *resolue de plein droit* by the purchaser's nonpayment of price. The risk, if the property perished, was on the purchaser, after his purchase until sentence of resolution, previously to which the seller must, of course, make a *demande en justice*. It is not on the principle that there never was a sale, says Merlin, that on default of payment the sale is *resolu*. Qu. de Droit, vo. "Enregistrement." Though a sale be on credit, that sale, followed by tradition of the property sold, expropriated the seller, and the judgment *en resolution* afterwards rendered, is an *acte judiciaire translatif de propriété*, says Merlin. Whether, after a sale, the resolution be by judgment, or by a voluntary deed, the consequences are the same.

In 2 Am. Lead. Cas., it is said that the insurance of a house will endure after the right of ownership has been divested by a sale (for the protection of the interest of the vendor in the price.) The only effect of a sale of the house insured is to debar the owner from recovering damages for a loss which *happens to others*, without avoiding the contract or precluding right to show that the property was repurchased and again brought within the operation of the policy. (I cannot approve of this.)

The risk is merely suspended by the alienation, and is revived by the repurchase.[1]

In Power's case he was not to sell. He agreed not to; his agreement was irrevocably broken on his selling; in vain afterwards could he or did he remit things to their first condition. *Conditio quæ deficit non restauratur.*

"Une fois que la condition a manqué les evénemens postérieurs ne peuvent plus la faire revivre." L. 41, § 12, de fideicomm: lib: (*semble*) may be applied to insurance contracts.

Transfer, if merely nominal, is said not to defeat the right of the assured to recover; sed? see 8 L.C.R. *McGillivray* case.

If, during the policy, the insured transfer

[1] See 1 Phillips Ins. p. 63, and 2 Am. Lead. Cas., p. 434.

[1] *Lane* v. *Maine Mut. Fire Ins. Co.*, 3 Fairfield, 44; *Power* v. *Ocean Ins. Co.*, 19 La. R., 28.

his interest in the subject insured, but before the loss recover it, the policy is good.[1]

If a policy be terminated by an alienation, a repurchase by the original insured, before a loss happens, will nevertheless not make the policy revive.[2]

If the second extract from Shaw *ante* involve that, in marine insurance, if a deviation have been made, the return of the ship in safety to her course will revive a policy, so as to make the insurers liable for a loss afterward, it is downright error. Bell's Princ., § 492.

Alauzet says that in fire insurance in France the strict rule of English marine insurance is not followed; but query? Ought it not to be? *causa data, causa non secuta.*

There is no more reason in the marine insurance rule than would be, or is, in the fire insurance rule that I would have held in Power's case.

The principles that I would apply to a case like Power's are familiar enough. In the law of wills a special devise is made; the testator orders, as a condition, that the devisee shall not alienate. If the devisee sell, although he repurchase after having so sold, the condition has been broken irrevocably. 6 Toullier, No. 646. In sales, if A sell on time to B, but B is not to resell, else total purchase money is to be payable forthwith afterwards; if B sell, though he repurchase before any suit, the total purchase money is exigible. So judged in *Watson* v. *Tully*, Montreal.

In the *McMorran* case it was held that if a building be insured in one class when it was in another more hazardous, the insured cannot recover by afterwards, before the fire, making the thing insured answer the description of the policy.

§ 227. *Assignment of Policy.*

The insured, to recover upon a policy; must have an interest in the subject at the time the loss by fire happens. As to interest at the date of the insurance, we have already spoken of it; it may be an expectant, or future one.

"The mere assignment of a policy," says Ellis, "would be useless unless the subject insured be assigned also."

Ellis adds: "But if a policy be assigned to a person already in possession of the subject insured, and the office allows the assignment, it may bind them, the assignment being as against them to be considered a new contract. Without reference to illegality, it would be highly dangerous to permit any trafficking in policies against fire, and offices would be extremely negligent of their duty to the public if they consented to pay upon a policy where there was no accompanying interest."

Positive conditions on many policies prohibit the assignment or transfer of them except by consent of the insurers; see clauses.

Art. 2482 C. C. L. Ca. prohibits transfers of fire policies to persons who have in the object insured no interest susceptible of insurance. In Scotland, fire policies seem assignable as other pecuniary obligations, *unless the policy prohibit.* 1 Bell's Com.

§ 228. *Consent of insurer to assignment.*

Generally, the benefit of the insurance can be gotten only by the person insured, as named in the policy; and no equity attaches in favor of any third person in the absence of contract to that effect.

In England, on a sale of property insured, a policy which the vendor had previously effected does not pass to the purchaser, unless he has been accepted by the insurers. So, too, in Lower Canada.

If an assignee of the subject insured wish to get the benefit of a policy by which it has been insured, he must, under the conditions of almost all policies, see that the policy is transferred to him, and the transfer allowed by the insurer, "expressed by endorsement," say both the English and American clauses *ante.*

In England, although a purchaser may have possessed house, or goods, insured, if the policy covering them be assigned to him only after the interest of the insured has ceased, whether before or after the fire, with

[1] See *Crozier* v. *Phœnix Ins. Co.*, 2 Hannay, 200, cited in 4 Supreme Ct. R., Can., p. 663. (What of the rule *Conditio semel defecta*, etc?)

[2] *Cockerill* v. *Cincinnati M. Ins. Co.*, cited in § 198 Angell (Fire Ass.), note 3 to which section I do not approve. But in modern France, where a lease was made, stipulating that there should be no sub-letting, under pain of resolution of the lease, and there was sub-letting, but the sub-letting itself was rescinded before any suit by the original lessor, the latter was held too late to sue *en résolution de bail.*

out consent of the insured, he cannot recover. In *Lynch et al.*v. *Dalzell et al.*,[1] it was held that, policies are not insurances of the specific things mentioned to be insured, nor do such insurances attach on the realty, or in any manner go with the same as incident thereto, by any conveyance or assignment, but they are only special agreements with the persons insuring against such loss or damage as they may sustain. The party insuring must have a property at the time of the loss, or he can sustain no loss,and consequently can be entitled to no satisfaction. There was no contract ever made between the office and the plaintiffs for any insurance on the premises in question; not only the express words, but the end and design of the contract with Ireland do, in case of any loss, limit and restrain the satisfaction to such loss as should be sustained by Richard Ireland only; and the endorsement on the policy declared that right to his executor, Anthony Ireland, only. These policies are not in their nature assignable, nor is the interest in them ever intended to be transferable from one to another, without the express consent of the office. The plaintiff's claim is, at best, only founded on an assignment never agreed for till the insured had determined his interest in the policy by parting with his whole property, and not executed till the loss had happened.[2]

Jury trial.—Verdict for defendants.—This was set aside by the Common Pleas, and verdict entered for plaintiff. The Common Pleas judgment was reversed upon appeal by the Court of Appeal.

The Court of Appeal's judgment was reversed in the Supreme Court and defendants lose, so, and verdict "for plaintiff" is to be read, as it were.

The case grew out of an interim receipt good for thirty days. The insured assigned to M. in trust for his creditors. The insurer's agent got notice. After the thirty days the fire was. Policy was delivered after the fire.

The Court of Appeals held in substance that the assignment was an *alienation* within the intent of sec. 41 of Revised Stat. of Ont., c. 181; and that the alienation could only be ratified upon application to the directors, and giving certain security, within thirty days of the alienation.

[1] 3 Brown's Cases in Parliament, ed. of 1784.

[2] *McQueen* v. *Phœnix Mut. Ins. Co.*, 4, Ontario App. Rep, of 1879.

MUSICAL LIMITATIONS IN FLATS.

The question of the rights of tenants in flats to make a noise, pound upon the piano, blow upon brass horns, and otherwise disport themselves, is one of those things that lives in every season and keeps a prominent place in the conversation of the people of New York. It will be interesting, perhaps, to people who have gone through the era of probation in flats to hear that London is just beginning to experience some of the difficulties which hang upon our apartment house system.

Flat houses are called "mansions" in London, and flats have been very rare. American speculators have, however, of late, made the system very popular there, with the result that promises to make London second only to New York in the fervour which it shows for adopting flat houses. This system of living came originally, of course, from France, but it was not until New York took up the French method of living that London decided to copy it.

An Englishman's idea of his "rights" is a thing that no man dares to quarrel with, hence the legislature of Great Britain feels called upon to consider a "bill for the regulation of flats." Only one of the many cases which have come before the courts has, as yet, been decided. And so there is only a single precedent for other courts to base their judgment on.

A wild and enthusiastic amateur insisted upon practising the violoncello in his flat every day for eight hours. On Sundays he usually took an extra whack at it, so as to keep his elbows limber for the coming week. He was sued by a West End swell in an adjoining flat, who deposed in court that the violoncello "hurt his feelings" until he was near dead. There was a long array of counsel on both sides, and the court finally decided that no man was justified in practising so many hours a day in "mansions." The court expressed the opinion that three hours a day was quite long enough for a human

being to play a violoncello, and this judgment has met with the warmest approval in Great Britain.—*New York Sun.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 3.

Judicial Abandonments.

Camille Bertrand, merchant tailor, Longueuil, Dec. 29.

Henri Bourassa (H. Bourassa & Co.), leather merchant, Montreal, Dec. 29.

James Crothers, Bedford, Dec. 15.

François Xavier Labranche, Thetford Mines, county of Megantic, Dec. 30.

John Larmonth, manufacturer, Montreal, Dec. 19.

J. A. Levesque (Mad. Levesque & Cie.), Quebec, Dec. 12.

George Nault, River Desert, Dec. 19.

Alfred Trottier, trader, Victoriaville, Dec. 26.

Curators appointed.

Re Edgar Bergevin, Quebec.—Kent & Turcotte, Montreal, joint curator, Dec. 26.

Re Toussaint Biron.—J. A. Poirier, St. Grégoire, Dec. 29.

Re F. M. Dechêne, trader, Quebec.—H. A. Bédard, Quebec, curator, Dec. 30.

Re Dame P. Cizol.—C. Desmarteau, Montreal, curator, Dec. 27.

Re Edmond Lajoie.—J. Morin, St. Hyacinthe, curator, Dec. 26.

Re John Larmonth, manufacturer, Montreal.—J. G. Ross, Montreal, curator, Dec. 30.

Re J. A. Levesque (Mad. Levesque & Cie.).—T. Tardif, Quebec, curator, Dec. 27.

Re Basile Massé, cabinet maker, St. Hyacinthe.—François Xavier Alphonse Boisseau, N.P., St. Hyacinthe, curator, Dec. 26.

Re Ananias Renaud.—Joseph Morin, St. Paul's Bay, curator, Dec. 24.

Re Edward H. Tarbell.—J. H. Brassard, Knowlton, curator, Dec. 29.

Dividends.

Re Ed. N. Blais & Co., Quebec.—Second and final dividend, payable Jan. 19, H. A. Bedard, Quebec, curator.

Re Marie Louise Garneau.—First and final dividend, payable Jan. 13, G. Deserres and J. M. Marcotte, Montreal, joint curators.

Re François Giroux, Montreal.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

Re A. J. Morissette.—First and final dividend, payable Jan. 12, Bilodeau & Renaud, Montreal, joint curator.

Re F. B. Smith, Montreal.—First dividend, payable Jan. 27, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Odille Dubuc vs. Toussaint Aubertin, farmer, Longueuil, Dec. 24.

Emelie Cartier vs. Aimé Bourgeois, sadler, St.-Aimé, Dec. 18.

GENERAL NOTES.

LEGAL CHANGES.—There is now positively nothing old in our existing legal system. The Lord Chancellor is not really what he used to be, the principal judge of appeal from the Court of Chancery, who, sitting alone or with the Lords Justices, affirmed or reversed the decisions of vice-chancellors. Sir James Bacon, the last of the famous roll of vice-chancellors, who is two years older than the century, still enjoys life and his joke; but the title has vanished. The title of Master of the Rolls survives, but the character of the office is not what it used to be; and the Judicial Committee of the Privy Council will ere long be a thing of the past, and give way to the Law Lords under the Appellate Jurisdiction Act. The picturesqueness and variety of the old order has given way to a dead uniformity; and yet there is a ceaseless cry for further modifications of our system, so that it would seem that we are still far from having attained perfection in legal matters.—*Law Journal* (London).

THE 'LAW REPORTS.'—The restless spirit of change is as rampant as ever in legal matters, and the incorporated Council of Law Reporting for England and Wales seem to be morbidly anxious that neither the rust of antiquity nor even the dignity of a venerable old age shall attach to what are sometimes, but, as Lord Esher once observed, inaccurately termed 'the Authorized Law Reports.' It was only in 1865 that the familiar names of Bevan, Best, and Smith, &c., gave way to the new system. The first series of the latter terminated after the Judicature Act came into operation and a new series began. Now it is proposed to add a third series next January. What the object can be, except it is to confuse and bewilder judges and counsel in the citation of cases, it is impossible to imagine. The reason put forward for this change is simply childish—that members of the profession find it expensive to take up the series from the beginning. —*Ib.*

THE PRUSSIAN CEDULA SYSTEM.—There is in existence in Prussia a system of cedula known as 'Grundschuld,' or land charge. It is not the same as a mortgage, for it is not accessory to a personal debt. The debt may be no debt, but the land charge remains until it is cancelled. The registrar of land titles always issues it, and it then assumes many of the features of a bill of exchange. Anyone who is a *bona fide* holder of a land charge is always able to enforce the claim against the owner of the estate. Such land charges may be made payable to order, in which case they are transferable by indorsement, and such ind rsement may be in blank, and until it is filled up the charges pass by delivery. The registrar issues coupons for future interest, and these also are like bills, and payable on the dates indicated thereon. The holder of a land charge enjoys all the usual remedies against the land. If he wants to discharge it, and is unable to discover the whereabouts of the holder, he is at liberty to pay in the amount to the registrar and have the charge removed from his title.—*Law Journal (London.)*