The Legal News.

VOL. XIII. JUNE 7, 1890. No. 23.

In these degenerate days it would appear that even the barrister's fee is not held sacred, and that there are attorneys unscrupulous enough to appropriate to themselves the *honorarium* pertaining to counsel. The following significant paragraph appears in the report of the English Bar Committee :—"The committee have carefully considered whether it is desirable and feasible to establish an 'Information Book' as to solicitors who neglect to pay counsels' fees. They have come to the conclusion that, however desirable it may be, it is not feasible, having regard to the large number of barristers practising at the bar; the difficulty of insuring that the entries which might be made in such a book would be of a proper character is very considerable ; while, if the right to make entries was limited to subscribers to the Bar Committee, a new principle would be involved of the Bar Committee acting for the benefit of subscribers only, and not of the whole bar, and this the committee do not consider desirable."

The *Green Bag*, having exhausted the law schools, now begins a raid upon appellate tribunals, and in the June number, giving the place of honour to Canada, presents a series of portraits of gentlemen who are introduced as the judges of the Supreme Court. If, as some distinguished novelist opines, every exertion of the intellect imprints an additional trait of ugliness upon the features, we might expect to find the portraits of men doomed to labours so severe as those imposed on judges, characterized by stern severity rather than comeliness. The artist, however, does not exhibit these gentlemen at a disadvantage in the latter respect, as they make upon the whole rather a handsome and dignified group of portraits. Mr. Justice Gwynne, in particular, appears as a gentleman of singularly refined and pleasing expression, notwithstanding twenty years of judicial life.

Novelists are fond of dipping into law, usually with disastrous results as far as accuracy is concerned ; but the point raised in a recent production is extravagant enough to deserve mention. In the marriage ceremony of the Church of England the bridegroom declares, "With all my worldly goods I thee endow, in the name of the Father, and of the Son, and of the Holy Ghost, Amen." It is suggested that if this is not a lie, the husband has no power afterwards to dispose of the property without his spouse's consent. And if this covenant is a nullity, then the marriage ceremony is a delusion, the woman is not married, the children are illegitimate, and a great many estates in England are held by questionable titles!

SUPERIOR COURT.

AYLMER, April 21, 1890.

Coram MALHIOT, J.

LAWLESS *es qual.* v. MAUD MARY CHAMBERLIN.

Emancipated Minor—Curator—Extent of powers —Parties to action.

HELD:—1. *That a curator to an emancipated minor cannot in legal proceedings represent the minor, but that the latter must himself be impleaded in his own name, assisted by his curator.*

2. *That in an action by a father to annul the marriage of his minor son for want of the paternal consent, the father cannot appear as curator to his son, who must be impleaded personally, assisted by a curator* ad hoc.

The present action is brought by John P. Lawless, personally, and in his capacity of curator to his minor son, Sidney Cusack Lawless, to annul the marriage of the latter to the defendant, on the ground that the marriage took place without his, the father's, consent. He alleges that at the time of the marriage the said Sidney Cusack Lawless resided with him in the city of Hull, in the Province of Quebec, and that immediately thereafter he returned to the plaintiff's domicile, where he has ever since lived, and that the parties to the said marriage left the Province of Quebec for the sole purpose of being married in the Province of Ontario,

after divers persons duly qualified to perform the ceremony in the former province had refused to marry them; and for the purpose of evading the law. That the said celebration was effected without the knowledge or consent of the plaintiff, but contrary to his desire and in a clandestine manner, and that the plaintiff has never in any way approved of the marriage, but has repudiated and now repudiates the same.

He further avers that he has impleaded the said Sidney Cusack Lawless by his curator for the purpose of having said minor hear the judgment to be rendered herein, and prays that the said marriage be declared to be null and void, and be annulled and set aside, and the parties thereto declared never to have been lawfully married.

The defendant met the action by a demurrer in which she urged the illegality and insufficiency of the writ and declaration:

1. Because in and by the said declaration it is alleged that the said Sidney Cusack Lawless and the said defendant are man and wife;

2. Because the courts of the province have no power or jurisdiction to annul said marriage;

3. Because the only power or authority to annul the said marriage in the Dominion of Canada and Province of Quebec is the Parliament of Canada;

4. Because the said Sidney Cusack Lawless and the said defendant have not been properly impleaded in this action;

5. Because it does not appear that the said Sidney Cusack Lawless has had any notice of this action, and is not a party thereto;

6. Because the said plaintiff, John P. Lawless, in seeking to set aside the present marriage on a ground purely personal to himself—to wit, that his own consent thereto had not been given—should have caused the said Sidney Cusack Lawless, who, as appears by said writ and declaration, is still a minor, to be assisted by a tutor or curator *ad hoc*, and by some person other than himself;

7. Because, as appears by said writ and declaration, the said defendant is a married woman, and her said husband should have been put into the present action for the purpose of authorizing her.

Subsequently to the marriage and previously to plaintiff's appointment as curator to his son, the plaintiff caused a family council to be held, and the emancipation of his son to be granted. The Court stated that this was entirely unnecessary, as the minor was already emancipated by the mere fact of the marriage, which, so long as it was not set aside, was existing with all its legal consequences. His son, though still a minor, was emancipated and could not be represented before the Court by a curator. An emancipated minor must plead or be impleaded personally before the Court. The status of the curator is only to the extent of assisting him, and not to that of representing him or acting for him. Moreover, in the present instance, the plaintiff, John Patrick Lawless, could not act as curator to his son, for his interests in the case appeared to be antagonistic to those of his son. A special curator or curator *ad hoc* ought to have been appointed to the emancipated son to assist him in this case.

The following is the judgment of the Court:—

"The Court having heard the parties by their advocates on the *défense en droit* contained in the pleadings, and firstly pleaded by the defendant, and having maturely deliberated;

"Considering that the action has been taken by John Patrick Lawless, as well in his own name as in his quality of curator to his emancipated minor son, Sidney Cusack Lawless, to annul the marriage of the said Sidney Cusack Lawless, celebrated at Ottawa on the 1st day of August last, on the ground that the said marriage was contracted clandestinely and without his consent;

"Considering that the said John Patrick Lawless, the plaintiff, has not the right in his quality of curator to appear for his emancipated son, but that his said son being emancipated by reason of his marriage can only appear personally, by himself and in his proper name, although assisted in certain cases by his curator;

"Considering that the said Sidney Cusack

Lawless is not personally in this cause nor validly represented herein;

"Considering that it was necessary to put him into the action in order to pronounce the nullity of his marriage with the said defendant, and also to permit him to assist his said wife if he so judged fit;

"Considering that the plaintiff by his action in this cause demanding the nullity of the marriage of the said Sidney Cusack Lawless, for reasons which are personal to himself, cannot validly represent nor assist in this case the said Sidney Cusack Lawless as his curator, but that he ought to have named a curator *ad hoc* for that purpose;

"Considering that the defendant is well founded to complain that the said Sidney Cusack Lawless has not been impleaded in this case;

"Considering finally that that part of the plea of the said defendant in the first place pleaded, by which she invokes the above ground, is well founded, and that the action in this cause, as instituted, is badly brought;

"And considering that the other part of said plea in which she declines the jurisdiction of said Court is unfounded; rejects this last part of the said plea, without costs, maintains the remainder of said plea, and in consequence dismisses the action of the said plaintiff with costs, of which distraction, etc."

Action dismissed.

T. P. Foran, for plaintiff.

Brooke & McConnell, for defendant.

(C. J. B.)

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*DECISIONS AT QUEBEC.**

Femme—Communauté.

Jugé :—Que la séparation de corps pour adultère de la femme ne lui fait pas perdre sa part dans la communauté de biens.—*Drolet & Lapierre*, en appel, Dorion, C.J., Tessier, Cross, Church, Bossé, JJ., 6 déc., 1889.

Partnership—Share of partner—Attachment by garnishment.

Held :—Partnerships, whether civil or commercial, are juridical entities distinct from the individual members who compose them. Creditors of the partners can therefore seize the share of the latter only in the hands of the partnership, and not in those of its debtors.—*Babineau* v. *Théroux*, in Review, Routhier, Caron, Andrews, JJ., Nov. 28, 1889.

Règlement municipal—Violation de contrat—Taxe oppressive—Maire et pro-maire.

Jugé :—1. Les corps municipaux ne peuvent violer les contrats auxquels ils sont parties par les règlements qu'ils adoptent, et un règlement imposant une taxe qui a un tel effet est nul;

2. Le maire de Québec forme une partie intégrante du conseil de ville de cette cité. Il ne peut être remplacé par un président que dans les cas d'absence momentané ou de quelques jours. Lorsqu'il s'absente de la ville pour un temps plus long, *v.g.*, pour assister comme député à la chambre des Communes du Canada, à Ottawa, pendant la session du Parlement Fédéral, il doit être remplacé par un pro-maire, élu suivant la loi. Un règlement adopté pendant une pareille absence du maire, et sans qu'il ait été remplacé par un pro-maire comme susdit, est nul.—*Compagnie du Chemin de Fer des Rues de Québec* v. *Cité de Québec*, C.S., Casault, J., 30 déc. 1889.

Sale—Delivery—Extent of damages in case of non-fulfilment.

Held :—The seller of seed, who delivers, not what was bought, but a different kind of seed, which, being sown, does not come to maturity, is liable in damages for the value of the crop which the buyer would have reaped if the seed delivered had been of the kind purchased. — *Coté* v. *Laroche*, C.C., Andrews, J., Oct. 26, 1889.

Procédure—Assignation—Bref émané dans un district adressé aux huissiers d'un autre district.

Jugé :—L'assignation d'un défendeur dans le district de Montmagny par un huissier de ce district, au moyen d'un bref émané dans le district de Québec, enjoignant aux huissiers du district de Montmagny de faire l'assignation dans le district de Québec, est nulle.—*Corriveau* v. *Marceau*, C.S., Casault, J., 30 déc. 1889.

* 16 Q. L. R.

Right of creditor to exercise rights of his debtor under Art. 1031, *C.C.—Failure of debtor to proceed—Mise en demeure—Parties to suit.*

Held:—1. A creditor who, on the distribution of the price of sale of his debtor's property under process of execution, has not been collocated because the proceeds were insufficient and were awarded in the report to a privileged creditor for a claim due by the debtor jointly with another, his warrantor to the extent of one half of the claim, has under Art. 1031, C.C., the right to bring the action the debtor could have brought against such warrantor to recover from him the amount for which he is liable.

2. The failure of the debtor to proceed in warranty against his co-debtor and warrantor, at the time of the distribution of the proceeds of his property, amounts to a refusal and neglect on his part to act, sufficient to entitle the creditor to avail himself of Art. 1031.

3. The debtor was *en demeure* to so proceed, and no further *mise en demeure* of him by the plaintiff was required before bringing suit.

4. It is not necessary, in such a case, that the creditor should join his debtor as co-defendant in the suit brought against the warrantor.—*Gosselin* v. *Bruneau*, in Review, Casault, Caron, Andrews, JJ., (Casault, J., *diss.*), April 30, 1889.

FIRE INSURANCE.

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

[Registered in accordance with the Copyright Act.]

CHAPTER II.

OF THE ESSENCE OF THE CONTRACT, ITS TERM, AND THE PREMIUM.

[Continued from p. 175.]

§ 46. *Effect in France and in England, of acknowledgment of premium paid.*

As to the effect of such agreements, Pardessus, Droit Commercial, Vol. 2, says that in France if a policy have been delivered and it state that the premium has been paid, but in reality it has not been, and a loss happens, the insurers must pay; they may only deduct the unpaid premium. If before a loss happens they wish to be freed because the insured will not pay according to promise, they must (says Pardessus) put him *en demeure*, and tell him clearly that they cancel the policy. Alauzet is to the effect that if, among the conditions of such a policy delivered, there be one stating that the premium must be actually paid or there shall be no insurance, there can be none before actual payment of the premium.

In England, in the case of *Newcastle Fire Ins. Co.* v. *McMorran*,[1] where the policy contained the condition that there should be no insurance until the premium was actually paid, the insured raised the pretension that there was no effectual policy till the premium was really paid, and as alterations had been made after the policy was issued but before the premium was paid, the insured claimed that after the insurance became effectual he had not altered. McMorran, the insured, lost his case.

§ 47. *Waiver of the condition requiring actual payment of premium to complete the contract.*

The condition, that no insurance shall be regarded as binding until actual payment of the premium, may be waived by the insurer, and the waiver may be proved by parol.

If a policy has been delivered with receipt of premium admitted in it, I would say the condition, against insurance till actual payment, could not avoid such a policy. Even if the policy has not been actually delivered, if delivery was only delayed from pressure of business in the office, the insurance is valid and the contract complete, without payment of the premium.

The case of *Government* v. *National Protn. Ins. Co.*[2] was an illustration of waiver, for the company was informed of the loss, yet took the premium afterwards.

In *Sanford* v. *The Trust Fire Ins. Co.*,[3] the charter ordered that the policies must be signed by the President and Secretary, and that every policy and every contract must be in writing, to be binding. But it was held that a court of chancery would interfere where a perfect contract has been made, except the mere omission of the signature of the president and secretary.

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[1] 3 Dow, 255.

[2] 25 Barbour.

[3] 1 N. Y. Legal Observer (1842).

The case of *Miller* v. *Brooklyn Life Ins. Co.*[1] may also be referred to, as to the powers of agents and the validity of a policy delivered, acknowledging payment of premium though none has been paid.

In England, where a policy admits receipt of the premium, it is held that this is conclusive as between the insurers and the insured. So strongly is this held that an action at law for such a premium (as remaining unpaid) cannot probably lie.[2] In Quebec it certainly would lie.

In Louisiana, a company defendant denied liability, saying that the premium mentioned in its policy had not been received by its agent, and that the agent had no power to grant a policy "till actual payment to him of the premium." Held, that by the acknowledgment in its policy of the receipt of the premium the company was estopped from so denying liability; neither error, fraud, nor duress being pleaded.[3]

In the case of *Newcastle F. Ins. Co.* v. *McMorran*,[4] we see the insurers arguing that notwithstanding such condition—that the insurance takes effect only on payment of premium—there had been insurance from the moment of their local agent debiting himself towards them with the premium, and their argument was held good. The agent had given credit to the insured and was not paid for nearly five months, though before the loss. He had, however, regularly debited himself towards the head office with an amount equal to the premium. Lord Eldon said: "Suppose the fire had burst out the day *before* the money was paid to the agent, could the company say, 'Though the 'premium has been paid us by our agent, 'and we own the receipt of the money, yet 'as *you* did not pay *the agent* we are not 'bound'?"

§ 48. *Powers of some companies controlled by their charters.*

If the Act incorporating a company order its policies to be in a particular form containing such a condition about premium, the insurers cannot validly agree to give time, and before actual receipt of premium deliver a policy that shall bind the corporation. But even in this case, if an agent of the corporation have delivered a policy, given time to the insured in which to pay the premium, and have debited himself with the amount of it in the books of the corporation, to its profit, and some time pass, that policy ought to bind the insurers, for the premium is, so, paid to them. The passage quoted above from Lord Eldon's judgment supports this.

§ 49. *Waiver in France of condition requiring actual payment of premium.*

In France, if a company have the habit of sending round to collect premiums past due at the domiciles of the insured, this habit is held waiver of the policy clause ordaining that in default by the insured to pay his premiums punctually, at the office of the insurers, the insured shall forfeit all benefit of the policy.[5]

§ 50. *Default to pay premium—Notice required.*

A clause that default to pay premium shall be fatal only after a *mise en demeure* is to be understood as a *mise en demeure extra judiciaire.* A mere invitation, by letter missive, to pay does not involve forfeiture of the insurance, though the premium be not paid. This was so decided by the Cour Impériale of Paris, in February, 1844.

But a threat and notice to hold policy vacant is different.

In a case in the Journal du Palais of 1872, p. 268, premiums were payable within fifteen days, at the office of the company, yet it was decided that if the company send for them, year after year, not observing even the exact dates of their falling due, it will be held to have waived the clause of *déchéance* for case of non-payment punctually; and though a clause of the policy stipulate that such demanding or going for premiums shall not be held a waiver of the other clause stipulating *déchéance* in case of non-payment punctually.[6]

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[1] American Law Review, vol. 5, p. 729.

[2] 1 Campb. 534, note.

[3] La. Annual R. A. D. 1885, p. 737. See Flanders, on Fire Insurance, p. 167.

[4] 3 Dow 255.

[5] Cour de Cassation, June, 1845. Massé, Dr. Comm. Tom. 4, No. 386.

[6] Cour de Cassation, 31 Jany., 1872. This last is a new clause in France. The editors, in a note, say that the Court on the last question went too far; and so it did. Scotch policies use such reserve in order to claim forfeiture.

CHAPTER III.

Of Insurable Interest, the Subject Insured, and who may become Insured.

§ 51. *Insurable interest.*

All kinds of things that are subject to risk may be insured by the persons interested in them. Lord Eldon has defined an insurable interest to be "a right in the property, or a "right derivable out of some contract about "the property, which in either case may be "lost upon some contingency affecting the "possession or enjoyment of the party."[1]

§ 52. *Insured must have interest.*

The person insuring must have an interest in the property insured. To permit wager policies would be most mischievous, and often lead to arson. Even before the 14 Geo. III. Lord King, in *Lynch* v. *Dalzell*, said "the in-"sured must have a property at the time of "the loss or he can sustain no loss, and conse-"quently can be entitled to no satisfaction." In a case somewhat similar, Lord Hardwicke said: "I am of opinion that it is necessary "that the party insured should have an "interest or property at the time of insuring "and at the time the fire happens." *They* would have held insurance against fire without interest void, in England, *at common law.* The English Act, 14 Geo. III. c. 48, recites "that the making of insurances on lives or "other events wherein the insured shall "have no interest, hath introduced a mis-"chievous kind of gaming;" it goes on to enact in substance that no insurance shall be made on the life of any person or on any other event wherein the person for whose use or benefit or on whose account the policy shall be made shall have no interest, or by way of gaming or wagering, and that every insurance to the contrary shall be null. "And in all cases where the insured hath "interest in such life, or event, no greater "sum shall be recovered from the insurer "than the value of the interest of the insured "on such life, or other event." That statute never had force in Ireland, or in the Colonies; it never was law in Lower Canada.

Is it necessary that the assured should have an insurable interest at the time of insuring? This question was answered in the negative by the Supreme Court of the United States in a marine insurance case,[2] where a policy of insurance on cargo was obtained by H. & Co. "on account of whom it may concern," in case of loss to be paid to their order (H. & Co.'s). The Court held that interest at the time of effecting the insurance was not necessary.

Injury from loss, or benefit from preservation of it, is a sufficient insurable interest.[3]

§ 53. *Particular nature of interest.*

Phillips, § 588, says in general the insured need not disclose the particular nature of his interest, e.g. a trustee. Arts. 2569 and 2571 of the Civil Code of L. C., which say that the nature of the interest must be specified, seem to be against this.[4]

Art. 2480 of the same Code says that a policy in the object of which the insured has no insurable interest is null. So, on a sale of a ship by B to C, if there be no registration, and the forms for transfer that are prescribed by the Shipping and Navigation Acts be not observed, no interest is in C.

The interest of the insured may be that of an owner, or of a creditor, or any other interest appreciable in money in the thing insured. C. C. of L. C. Article 2571.

In New York and Massachusetts it has been held (as in *Caldwell's* case above) that the insured need not declare the nature of his interest unless a condition of the policy require it; but may insure as owner general.

§ 54. *Description of interest in marine insurance and in fire insurance.*

As to the description of the interest, in marine insurance no description is required of the peculiar nature of the interest of the insured, whether it be legal or equitable, absolute or contingent, permanent or temporary, but any particular or special interest may be protected by a policy in

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[1] *Lucena* v. *Crawford*, 2 Bos. & P. new R. See also Civil Code of Lower Canada, Art. 2571.

[2] *Hooper*, applt., 8 Otto.

[3] *Lucena* v. *Crawford*, 3 Bos. & Pul. was cited; also 1 Perkins' Arnould, 238.

[4] In *Caldwell* v. *Stadacona F. & L. Ins. Co.*, the Supreme Court of Canada held that under the law of Nova Scotia the interest of the insured need not appear unless required by the conditions of the policy. (1883.)

general words. But in *Columbian Ins. Co.* v. *Lawrence*, 2 Peters, 25, the Supreme Court of the United States held that the rule is different in fire insurance, and that in cases of that kind the nature and extent of the interest insured are material to the risk, and that a proposal or offer for fire insurance must state the interest of the insured.

The Courts of Massachusetts and New York more correctly recognize no distinction in this respect between marine and fire insurance, and hold that the insured's duty of communicating the nature of his interest is no greater in the latter than in the former. Their position is that the insured is not bound to state the exact extent of his insurable interest at the time of his application, unless asked; that if the insurer deems the character of the interest material it is his business to make enquiries. *De prime abord* insured may insure as owner general.[1]

So it is in Lower Canada, *if* conditions express do not bind to an exact declaration of interest. Now, policies generally require it, and the Civil Code now requires interest to be described.

[To be continued.]

[1] *Tyler* v. *Ætna F. I. Co.* 12 Wend. See to this effect, Flanders, p. 305, note.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 23.

Judicial Abandonments.

Hyman Bercovitch, clothier, Montreal, May 19.

Georges Lachaine and Gatien Lachaine, Bulstrode, May 12.

Curators appointed.

Re Dame Elodie Coté.—Bilodeau & Renaud, Montreal, joint curator, May 16.

Re G. R. Fabre, Montreal.—Kent & Turcotte, Montreal, joint curator, May 16.

Dividends.

Re N. Bourgeois & Co.—Second and final dividend, payable June 11, C. Desmarteau, Montreal, curator.

Re Maxime Deschênes.—First dividend, payable June 12, C. Desmarteau, Montreal, curator.

Re André Dubrule.—First and final dividend, payable June 10, C. Desmarteau, Montreal, curator.

Re Gagnon & Co., Levis.—First and final dividend, (34 p.c.) payable June 6, D. Arcand, Quebec, curator.

Re A. Hardy & Co., Montreal.—Dividend, payable June 10, Seath & Daveluy, Montreal, joint curator.

Re John Henry Hodges, Montreal.—Second and final dividend, payable June 11, W. A. Caldwell, Montreal, curator.

Re Benjamin Hugman, Montreal.—Final dividend (10½ p.c.), payable June 10, J. McD. Hains, Montreal, curator.

Re Léger & Cie., Montreal.—First and final dividend payable June 11, W. A. Caldwell, Montreal, curator.

Re J. E. Martin.—First and final dividend, payable June 5, F. Valentine, Three Rivers, curator.

Re Malcolm McCallum.—First and final dividend, payable June 10, C. Desmarteau, Montreal, curator.

Re F. X. Mercier, lumber dealer, St. Hyacinthe.—First and final dividend, payable June 11, J. Morin, St Hyacinthe, curator.

Re Elie Rochon, Ste. Cunégonde.—First dividend, payable June 16, Thos. Gauthier, Montreal, curator.

Separation as to property.

Paola Massardo vs. Eduardo Ferrero, trader, Montreal, May 20.

Appointment.

Arthur Boyer, appointed member of the executive council of the province of Quebec.

Quebec Official Gazette, May 31.

Judicial Abandonments.

Vital Côté, Arthabaskaville, May 26.

Victor Vachon, trader, parish of St. Dominique, district of St. Hyacinthe, May 23.

Curators appointed.

Re Oscar Beauchamp, Montreal.—Kent & Turcotte, Montreal, joint curator, May 27.

Re Beauchemin & frère, Nicolet.—C. A. Sylvestre, Nicolet, curator, May 23.

Re E. Beaulieu & Cie.—Millier & Griffith, Sherbrooke, joint curator, May 27.

Re Hyman Bercovitch.—A. W. Wilks, Montreal, curator, May 26.

Re Wm. Bouchard, trader, Chicoutimi.—H. A. Bedard, Quebec, curator, May 7.

Re G. Lachaine & Co.—A. Quesnel, Arthabaskaville, curator, May 26.

Re Pierre Plourde, saddler, Fraserville.—P. Langlais, Fraserville, curator, May 27.

Dividends.

Re Chas. Beaulieu, tailor, Quebec.—First and final dividend, payable June 9, H. A. Bedard, Quebec, curator.

Re Maurice Bernard, St. Germain de Grantham.—First and final dividend, payable June 18, Kent & Turcotte, Montreal, joint curator.

Re L. A. Bergevin, dry goods, Quebec.—Second and final dividend, payable June 9, H. A. Bedard, Quebec, curator.

Re L. N. Boisclair.—Dividend, payable June 16, J. Beaudry, Three Rivers, curator.

Re J. E. Caron, dry goods, Quebec.—First and final dividend, payable June 16, H. A. Bedard, Quebec, curator.

Re Louis Pelchat, trader, St. Valier.—First and final dividend, payable June 9, H. A. Bedard, Quebec, curator.

Re Wm. Stanley, bookseller, Quebec.—First dividend, payable June 16, H. A. Bedard, Quebec, curator.

Deed of Composition.

Re James Perry, Sorel.—Application for confirmation, Sorel, June 27.

Separation as to Property.

Marie Olympe Daoust vs. Louis Depocas, trader, Salaberry de Valleyfield, May 21.

Marie Raymond vs. Gilbert Magnan, trader, Sorel, May 26.

Commission.

F. L. Béïque, Q.C., and Jacques Malouin, Q.C., appointed commissioners to conduct an inquiry into alleged bribery of members of Quebec legislature with $10,000 obtained from J. P. Whelan.

GENERAL NOTES.

THE CRIMES ACT.— A parliamentary return was issued on May 21, containing the names of all persons proceeded against under the Criminal Law and Procedure (Ireland) Act, 1887, from November 30, 1888, to March 31 last. The total number of persons (1,207) is made up of 196 in Leinster, 628 in Munster, 142 in Ulster, and 241 in Connaught. Charges were withdrawn in 102 cases, 327 persons were acquitted, and 769 convicted, while nine cases were pending. There were 233 appeals lodged; the sentence was increased in one case, confirmed in 110 cases, reduced in fifty-five, reversed in seventeen, and forty-two were pending. Of the charges, 174 were for criminal conspiracy, 198 intimidation, 160 riot, 321 unlawful assembly, 139 taking forcible possession, 187 assault on or resistance to sheriff, constable, bailiff, etc., nineteen taking part in meeting of suppressed branch of National League, seven inciting to criminal conspiracy, and two publishing proceedings of suppressed branch of National League.

CHANGES IN PROFESSIONAL BUSINESS. — The purely intellectual character of the profession, as distinguished from the sensational or muscular, becomes more marked every day. Now, more than heretofore, its prizes are won by those who ceaselessly read and think. A few years ago a great advocate was the great lawyer. He was ruler of the twelve - King in slander, breach of promise, and murder. Court rooms were crowded when he arose to speak; bar rooms were stifled when he went to drink. The eye of admiration and finger of notoriety followed him on the street. Now mark the change; agriculture is no more the chief employment. Its quiet ways are succeeded by the stunning roar of manufacture and trade. . . . Capital and labor have each become organized, and vast corporations have been created to gain, save and insure property. Money, not philanthropy, is the aim of these great institutions. They have no use for a lawyer who can only guess, talk or fight. The lawyer who can serve them does it by thinking and writing. He is wanted to keep them out of trouble, as adviser, not as pleader; in the office, not in the court room. I was surprised a few years ago to hear a distinguished lawyer say he had not argued a case in court for years, yet he was in practice all the time, and had won a million at the bar.—*Address of Mr. Brooks before the Ohio State Bar Association.*

LAWYER'S DRESS.—In an address on the "Ethics of the Law," delivered before the Florida Bar Association, Mr. Edward Badger discussed the lawyer's dress as follows :—' An additional virtue in a lawyer is a due regard for dress and appearance. They are not noted, as a rule, for their tendency to dudeism, but quite the contrary, and a well-dressed lawyer is the exception to the rule. ' Decency of exterior evinces a proper regard for the opinion of others, and tends to enlarge the lawyer's influence. It is calculated to recommend him to the good will of those, by no means a contemptible number, who judge from externals.' The sight of a well-dressed man is at all times a pleasing one, and there is no reason why a lawyer may not be dressed as well as others. It costs no more to be decent than the contrary, and the advantages gained are so extensive that it is a wonder so sensible a class of men as lawyers certainly are, should not appreciate the benefits derived therefrom, and govern themselves accordingly. It is certainly not only a good but a very polite thing to be well dressed, as it shows a flattering deference to the opinions of society. . . . The conduct of an attorney in court should be marked by the distinctive features of that gentleman in society. He should observe a proper decorum ; deferential, though not servile, to the judge, suave and amiable to his brothers and polite to all. Abruptness or roughness of any kind is as much out of place in the court room as in the parlor. The bull is in his proper place in the pasture, but we exclude him from the garden or the china shop. Hoisting the feet upon the tables, sitting astraddle of the chairs, lolling back negligently upon the benches, smoking, chewing, whittling, talking, whispering or any of the many rude and careless acts which may be witnessed in a court ruled over by an impolite judge, should be avoided as unrefined and vulgar; not only unbecoming a lawyer and gentleman, but the commonest member of the most ordinary society."

DIVORCES IN FRANCE.—The divorce law passed in France in 1884 seems to be operating with terrible effect. In 1884 there were 3,657 divorces; in 1885, 4,123; in 1886, 4,007 in 1887, 5,797. But the most astounding statement made is that in the department of the Seine—*i.e.*, Paris and its neighborhood--there are no fewer than 62.8 divorces to every thousand marriages, or that considerably more than one in twenty marriages (say one in sixteen) ends in a divorce. On the other hand, in the Finistere and the Cotes du Nord not much more than one in a thousand marriages ends in a divorce—a curious testimony this to the different morale of Parisian and provincial life in France.—*The Spectator.*

SOLICITORS GOING TO THE BAR.—Solicitors appear to appreciate the new rule admitting them to the bar, after giving twelve months' notice and passing the examination. No less than fourteen have passed from the one branch to the other. This, says the *Law Times*, is fusion of the right order, although juniors in practice complain that solicitors who have been some time in the profession enter the bar with undue advantages. This may be so, but it can not be helped. It will be interesting to see whether this sort of competition drives away the youth from the Universities.