The Legal News.

Vol. XI. OCTOBER 6, 1888. No. 40.

The *Canada Gazette* of Oct. 6, contains the appointment of Joseph Guillaume Bossé, Esq., Q.C., to be a puisné Judge of the Court of Queen's Bench, *vice* the Hon. Samuel Cornwallis Monk, resigned. The Hon. Marcus Doherty is gazetted Assistant Judge of the same Court during the absence of Mr. Justice Baby.

The disallowance of "The Act to amend the law respecting District Magistrates," by order-in-council of date, Ottawa, Sept. 7, 1888, is proclaimed by the Lieutenant-Governor of Quebec in an *Extra* of the *Quebec Official Gazette*, issued on the 2nd instant. The same *Extra* contains a proclamation establishing a "Magistrates' Court for the city of Montreal," under 37 Vict. ch. 8. This tribunal will have concurrent jurisdiction with the Circuit Court in cases not exceeding $50.

Among judicial changes of interest is the removal of Mr. Justice Wurtele from Aylmer to Montreal, as one of the judges of the Superior Court. Mr. Justice Wurtele will remain at Aylmer for a short time, in order that the examination of witnesses in election cases before him may be completed.

Judge Waite, of Chicago, in a paper entitled "Who were voters in the early history of this country?" shows that the right of suffrage was without distinction of sex in Massachusetts for 160 years; in Rhode Island for about 180 years; in Connecticut for nearly 180 years; in New York for over 120 years; in New Jersey, by the Constitution for 170 years, and by the laws for over 100 years; in Pennsylvania, by the Constitution nearly 200 years, by the laws for over 100 years; in Delaware, by the Constitution for 130 years, and by the laws over 100 years; in Maryland nearly 100 years; in Virginia, by Charter and Constitution 170 years, and by the laws nearly 100 years; in South Carolina for nearly 200 years; in North Carolina, 150 years; in Georgia for nearly 100 years; in New Hampshire, until the Constitution of 1784; in Vermont, by law for nearly 50 years, and by the Constitution until the present time; in Tennessee for over 70 years; and in Texas, under the Constitution of the citizen Republic of Texas, thus remaining until, by admission into the Union, Texas became a part of the male Republic of the United States. He adds that, "next to negro slavery, the denying to the women their right to the elective franchise which they had in England by the common law, has been the great political crime of the age. And the Federal Government has made itself a party to the crime, by providing in the Reconstruction Act of 1867, 14 U. S. Stat., p. 428, that the ten States therein specified should be reconstructed by the male citizens only, and by substantially directing those States to put the word 'male' in their new Constitution."

SUPREME COURT OF CANADA.

OTTAWA, June 14, 1888.

British Columbia.

JOHN v. THE QUEEN.

Criminal Law—Rape—Indictment—Conviction for assault with intent to commit.

An indictment for rape charged that the prisoner "violently and feloniously did make an assault, and her the said R. then violently and against her will, feloniously did ravish and carnally know against the form, &c."

Held, Affirming the judgment of the Court below on writ of error, that on this indictment the prisoner could be convicted of assault with intent to commit rape.

Appeal dismissed with costs.

Robinson, Q. C., for the appellant.

Dr. McMichael, Q. C., for the respondent.

Ontario.]

BICKFORD v. CANADA SOUTHERN RAILWAY.

Contract for hire—Rolling stock—Agreement to purchase railway—Appeal.

B., the contractor for building the E. & H. railway and, practically, the owner thereof, negotiated with the solicitor of the C. S. R. for the sale to the latter of the E. & H. Railway

when built. While the negotiations were pending, B. went to California, and the agents who looked after the affairs of the E. & H. railway in his absence applied to the manager of the C. S. R. for some rolling stock to assist in its construction. The manager of the C. S. R. was willing to supply the rolling stock on execution of the agreement for sale of the road which was communicated to B., who wrote a letter to the manager in which the following passage occurred: "If from any cause our plan of handing over the road to your company should necessarily fail, you may equally depend on being paid full rates for the use of engine and cars and any other assistance or advantage you may have given Mr. Farquier (the agent)."

The negotiations for the purchase of B.'s railway by the C. S. R. having fallen through, an action was brought by the latter company against B. and the E. & H. railway for the hire of the rolling stock, which was resisted by B. on two grounds, one that the rolling stock was supplied in pursuance of the negotiations for the sale of his road to the plaintiffs, which had fallen through by no fault of B., and the other that if the plaintiffs had any right of action, it was only against the E.& H. railway and not against him.

By consent of the parties the matter was referred to the arbitration of a County Court judge, with a provision in the submission that the proceedings should be the same as on a reference by order of the Court, and that there should be a right of appeal from the award as under R. S. O. c. 50, s. 189.

The arbitrator gave an award in favor of the plaintiffs; the Queen's Bench Divisional Court held that there was no appeal from the award on the merits, and as it was regular on its face, refused to disturb it; the Court of Appeal held that there was an appeal on the merits, but upheld the award. The defendants then appealed to the Supreme Court of Canada.

Held, Affirming the judgment of the Court of Appeal, that the arbitrator was justified in awarding the amount he did to the plaintiffs, and that B., as well as the company, was liable therefor.

Appeal dismissed with costs.

McCarthy, Q.C., and *Nesbitt* for the appellants.

Cattanach for respondents.

Ontario.]

KLOEPFER v. GARDNER.

Assignment for benefit of creditors—Creditor disputing deed—Right to dividend thereafter.

Where a trader had assigned all his goods in trust for the benefit of his creditors, one of the creditors, having obtained judgment against such assignor, seized some of the goods so assigned, and on the trial of an interpleader issue, atttacked the validity of the assignment. The deed being sustained:

Held,—Affirming the judgment of the Court of Appeal (14 Ont. App. R. 60), that such creditor was not debarred by the said proceedings from participating in the benefits of said assignment, and receiving his dividend thereunder.

Appeal dismissed with costs.

McClellan, Q.C., for the appellant.

McCarthy, Q.C., for the respondent.

Ontario.]

C. A. R. v. TOWNSHIP OF CAMBRIDGE.

Municipal by-law—Voting on—Casting vote of Returning Officer—R. S. O. (1877), *c.* 174, *ss.* 152, 299.

Sec. 299 of c. 174 of the R. S. O. (1877) provides that in case of a vote being taken on a municipal by-law, the proceedings at the poll and for and incidental to the same and the purposes thereof, shall be the same, as nearly as may be, as at municipal elections, and all the provisions of sec. 116 to 169, inclusive, of the Act, so far as the same are applicable, and except so far as is herein otherwise provided, shall apply to the taking of votes at such poll and to all matters incidental thereto.

And sec. 152, one of the sections relating to municipal elections so made applicable to the voting on a by-law, provides that "In case it appears, upon the casting up of the votes as aforesaid, that two or more candidates have an equal number of votes, the Clerk of the municipality, whether otherwise qualified or not, shall, at the time he declares the result of the poll, give a vote for one or more of such candidates, so as to decide the election."

Held,—Affirming the judgment of the Court of Appeal for Ontario (14 Ont. App. R. 299) that this sec. 152 is not applicable to

the case of a vote on a by-law, and the Returning Officer, in case of a tie on such voting, cannot give his vote in favour of the by-law.

Appeal dismissed with costs.

Chrysler for the appellant.

O'Gara, Q.C., for the respondents.

Ontario.]

HARVEY v. BANK OF HAMILTON.

Promissory note—Non-negotiable—Liability of maker.

H., a director of a joint stock company, signed, with other directors, a joint and several promissory note in favour of the company, and took security on a steamer of the company. The note was, in form, non-negotiable, but that fact was not observed by the officials of the Bank of Hamilton, who discounted it and paid over the proceeds to the company. H. knew that the note was discounted, and before it fell due, he had in writing acknowledged his liability on it. In an action on the note by the Bank of Hamilton against H.:

Held,—Affirming the judgment of the Court of Appeal, that although, in fact, the note was not negotiable, the bank, in equity, was entitled to recover, it being shown that the note was intended by the makers to have been made negotiable, and was issued by them as such, but by mistake or inadvertence it was not expressed to be payable to the order of the payees.

Appeal dismissed with costs.

McCarthy, Q.C., and *Muir* for the appellants.

Robinson, Q.C., and *E. Martin* for the respondents.

Quebec.]

DOWNIE v. THE QUEEN.

Criminal appeal—Indictment for perjury—Evidence of special facts—Admissibility of.

D., in answering *faits et articles*, on the contestation of a *saisie-arrêt*, or attachment, stated, among other things:—

1st. "That he, D., owed nothing for his board; 2ndly. That he, D., from about the beginning of 1880 to towards the end of the year 1881 had paid the board of one Francis, the rent of his room, and furnished him with all the necessaries of life, with scarcely any exception; 3rd. That he, Francis, during all that time (1880 and 1881) had no means of support whatever."

Being charged with perjury, in the assignments of perjury, and in the negative averments, the words used by D. in his answers were distinctly negatived, in the terms in which they were made.

At the trial, evidence was adduced, and not objected to at the time by D., to prove that he, Francis, had paid to D., in May or June, 1880, $42 for having boarded at his house in the month of May, 1880—that he had paid his board to Madame Duperroussel and part of his board to Francis Larin, and was held liable by the latter for part of his board during the months of September and October, 1880; that he was also held liable for part of his board at Mrs. Radford's during the months of January, February and March, 1881, and by Britain, for having boarded at the Victoria Hotel in the months of April, May, June, July and August, 1881; and also that he, D., had received from Francis an order on Benjamin Clements for $15, on account of which Clements had paid him, D., $7.50 in November, 1880.

Held:—That under the general terms of the negative averments of the assignment, it was competent for the prosecution to prove such special facts to establish the falsity of the answers given by D. in his answers on *faits et articles*, and therefore the conviction could not be set aside.

Appeal dismissed with costs.

McCarthy, Q.C., for appellant.

Hall, Q.C., for respondent.

Quebec.]

THE CANADIAN PACIFIC RAILWAY CO. v. CHALIFOUX.

Railway companies—As carriers of passengers—Measure of obligation as to latent defects—Arts. 1053, 1675, *C. C. P.*

Held:—Reversing the judgment of the Court below (M. L. R., 3 Q. B. 324), that where the breaking of a rail is shewn to be due to the severity of the climate and the sudden great variation of the degrees of temperature, and not to any want of care or skill upon the part of the railway company in the

selection, testing, laying and use of such rail, the company is not liable in damages to a passenger injured by the derailment of a train through the breaking of such rail. (Fournier, J., dissenting on the ground that as the accident was caused by a latent defect in the rail in use, the company was responsible.)

Appeal allowed with costs.

H. Abbott, Q.C., for appellants.

Geoffrion, Q.C., for respondent.

New Brunswick.]

MERCHANTS' MARINE INSURANCE CO. v. BARSS.

Marine insurance—Interest insured—Not disclosed when policy issued—Right to claim on—Notice of abandonment—Authority to give.

B. & Co., part owners of the barque "L," cabled to V., managing owner at St. John, N.B.:—"Insure hull . . . on our account." The application made by V. stated that "insurance is wanted by H. B. & Co. on account of themselves," and the policy issued thereon insured the barque on account of whom it may concern. The barque being lost, notice of abandonment was given to the insurers by V. on account of B. & Co., V. having no special authority to give such notice. B. & Co., who owned eight shares in the barque, claimed the insurance on behalf of themselves and other owners whom they represented, being twenty shares in all.

Held:—That the insurers were not relieved on account of the value insured not being disclosed at the time of effecting the insurance.

Held, also:—That V. had authority to give the notice of abandonment under his authority to insure.

Appeal dismissed with costs.

Weldon, Q.C., and *C. A. Palmer* for the appellants.

J. G. Forbes for the respondents.

Manitoba.]

DEDRICK v. ASHDOWN.

Chattel mortgage—Power of sale—Exercise of possession of goods by mortgagor—Implied covenant for—Covenant not to sell goods—Ordinary course of business.

D., a trader, being indebted to A., gave him a chattel mortgage of all his stock in trade and business effects. The mortgage contained a clause, among others, to the effect that if the mortgagor should attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or to remove the same from his business premises, the mortgagee might take possession of and sell them, as in case of default in payment.

After the mortgage had been given and registered, A. obtained judgment in a suit previously begun against D., and issued an execution, under which the sheriff seized and sold the goods covered by the mortgage. The execution was set aside by the Court as being issued against good faith, and D. brought an action of trespass, with a count in trover, against A. for the wrongful seizure and conversion of his goods. Upon the pleas of not guilty and not possessed, the defendant in such action attempted to justify his entry and seizure of the goods under the chattel mortgage, alleging a breach of the covenant not to sell.

Held:—1. That the terms of the chattel mortgage implied an agreement that the mortgagor was to remain in possession of the goods mortgaged until default, there being no express provision to the contrary.

2. That selling or disposing of the goods, as in the above provision, only meant sales other than in the ordinary course of business.

3. That the defendants acted in the seizure and sale of the goods only under the execution, and could not justify for the wrongful seizure under the mortgage, when the mortgagor was guilty of no default.

Judgment of Court below (4 Man. L. R. 139) reversed.

Appeal allowed with costs.

Ewart, Q.C., for appellants.

Robinson, Q.C., for respondents.

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*SUPERIOR COURT—MONTREAL.**

Stock Exchange—By-laws—Sale of member's seat by governing committee—Defaulter.

HELD:—1. That by-laws which give the governing committee of a stock exchange the

*To appear in Montreal Law Reports, 4 S. C.

right to sell a member's seat at the board, for cause of insolvency, are reasonable and *intra vires*.

2. That on receiving notice from a member that he has been compelled to suspend payments, the governing committee may proceed to dispose of his seat.

3. That an action will not lie by a member who considers himself aggrieved, to correct even errors or illegal acts in the government and administration of a corporation, until the remedies, by way of appeal to the domestic tribunal of the corporation, provided by the by-laws or the constitution, have been exhausted.—*McIver* v. *The Montreal Stock Exchange*, Davidson, J., January 24, 1888.

Insurance, Fire—Contract—Forfeiture—Jury trial — Judgment non obstante veredicto — C.C. P. 433.

HELD:—1. Where several subjects are covered by one contract of insurance, the contract is indivisible, and where the insured incurs a forfeiture as to one subject, the policy is wholly voided.

2. That when the verdict of the jury is upon matters of fact in accordance with the allegations of the plaintiff's declaration, but against the evidence, the Court cannot render judgment in favor of the other party, if the allegations of the plaintiff are sufficient in law to sustain his pretensions. It can only order a new trial.—*Mackay* v. *The Glasgow & London Insurance Co*, in Review, Doherty, Wurtele, Davidson, JJ., May 5, 1888.

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*RECENT DECISIONS AT QUEBEC.**

Revendication—Stoppage in Transitu—Arts. 6 *and* 1543 *C. C.*

B. & C., of Quebec, ordered goods from R. *et al.*, of Wolverhampton, England, who shipped them by defendants' steamer Vancouver, from Liverpool to Quebec, consigned to B. & C., and a bill of lading in the usual form was accepted and forwarded for them. On the 20th of June, 1887, before the arrival of the goods, B. & C., having become insolvent, made an abandonment of their property, and the intervenants were appointed joint curator to the estate. On July 25th, the goods were seized in the possession of the Mississippi and Dominion Steamship Co., under writ of *saisie revendication*.

Held:—1st. That Art. 6, C. C., does not apply to prevent the exercise of the right of stoppage in transitu in the case of goods shipped in England, when the right accrues under the law of England.

2nd. That the "delivery" mentioned in Art. 1543 of the C. C., as amended by 48 Vict., ch. 20, sec. 1, means actual delivery into the possession of the purchaser, and not such constructive delivery as results from putting goods for shipment in the hands of a carrier.—*Rogers* v. *The Mississippi & Dominion Steamship Co.*, S. C., Andrews, J., March 10, 1888.

Intervention—Moyens d'intervention— Arts. 154, 155 *et* 158 *C. P. C.*

Jugé:—Que la requête en intervention doit contenir, outre l'allégation de l'intérêt de l'intervenant, l'énoncé des moyens sur lesquels cet intérêt est fondé.—*Grenier* v. *Gauvreau*, en révision, Stuart, J. C., Andrews, Larue, JJ., 31 mai 1888.

Accretion in matters of legacy—Art. 868 *C. C., its object.*

Held:—Accretion in matters of legacy takes place according to the wish of the testator, as manifested in his will, as a consequence of the power to dispose of property by will. Art. 868, C. C., does not confer the right to establish accretion, but merely defines the cases in which the testator is presumed to have intended that it should take place.—*Denis* v. *Clouthier*, S. C., Andrews, J., May 5, 1888.

Vente—Louage d'ouvrage—Preuve.

Jugé:—Que le contrat pour la construction de l'entourage (avec couronnement en granit), d'un lot de cimetière, par un marbrier qui en fournit les matériaux, est un contrat commercial et un louage d'ouvrage et non une vente, et qu'il peut être prouvé par témoin même lorsqu'il excède $50.—*Morgan* v. *Turnbull*, C. S., Casault, J., 5 mai 1888. (Ce jugement a été renversé le 30 juin 1888 par la

* 14 Q. L. R.

Cour de Révision, composée du Juge en Chef et de MM. les Juges Caron et Andrews. La Cour, tout en maintenant les considérants de droit du jugement, a déclaré la preuve insuffisante en fait pour justifier la condamnation du défendeur.)

Patents of Invention—Rights of Patentee.

Held:—1. There is no presumption in law in favor of the validity of a patent.

2. A patent for a principle and not a process is void.

3. A patent must be for a thing *invented*, as well as new and useful; a process which any skillful mechanic or chemist would suggest when required, or the result of judgment and skill in the selection and adaptation of materials, is no invention.

4. It is no invention to omit one of the parts of an existing thing, unless such omission causes a new mode of operation of the parts retained.

5. The evidence in the case shows the processes and composition claimed by the plaintiff to have been invented by him, were known and in use before the issue of his patents.—*Allen* v. *Reid*, S. C., Andrews, J., May 5, 1888.

Maritime Lien—Towage.

Held:—That in the absence of proof of general custom to the contrary, maritime lien will attach to a ship for towage services. —*Learmouth* v. *The "Yuba,"* Vice-Admiralty Court, Irvine, J., May 29, 1888.

Right of Tug to cast off Tow—Damage by Collision.

Held:—A tug has the right to cast off her tow, in stress of weather, when the latter is overrunning her, and, in such case, will not be liable for subsequent damage by collision of the tow with another vessel, all the precautions required of a ship under sail not having been taken by the tow.—*Owners of The "Loyal"* v. *The "Challenger,"* Vice-Admiralty Court, Irvine, J., June 1, 1888.

Exception déclinatoire—Compétence.

Jugé:—Que la Cour Supérieure siégeant à Québec, est compétente pour juger une action portée sur un billet promissoire fait dans un autre district et sur un chèque fait dans ce même district mais daté de Québec, les défendeurs ayant leur domicile dans un autre district où l'action leur a été signifiée.—*Thibaudeau* v. *Wright*, C. S., Caron, J., 14 juin 1888.

Frais de contestation de bordereau de collocations.

Jugé:—Que lorsque la contestation d'un bordereau de collocations nécessite une instruction complète, avec enquête, les frais seront taxés comme sur contestation d'une opposition afin de conserver.—*Beaudet* v. *Lefaivre*, C. S., Caron, J., 11 juin 1888.

Municipal Code—Powers of County Councils.

Held:—A county council has no power to pledge county funds to the payment of costs to be incurred by private prosecutors seeking to enforce the Scott or Temperance Act.—*Samson* v. *Corporation du Comté d'Arthabaska*, S. C., Arthabaska, Andrews, J., April 30, 1888.

Commissaires d'école—Arrondissement—Maison d'école—Appel au surintendant.

Jugé:—1o. Que l'appel au surintendant d'une décision des commissaires d'école, sur le changement demandé du site d'une maison d'école, doit être approuvé par trois visiteurs, et que l'approbation, donnée par des visiteurs à autre chose que ce que spécialement demandé par l'appel, ne peut pas suppléer à l'autorisation qui manque à celui pris, ni le régulariser;

2o. Que l'autorisation par trois visiteurs, requise pour cet appel, n'a pour but de ne permettre ce recours que dans des cas graves, où ces visiteurs croient que l'on a de justes raisons de se plaindre de la décision des commissaires; et que, lorsque les commissaires consentent eux-mêmes à un appel, et à la soumission au surintendant de la question que soulève l'appel, l'approbation des visiteurs n'est pas requise;

3o. Que le surintendant peut, sur un appel de la décision des commissaires, refusant de changer le site d'une maison d'école, ordonner la division de l'arrondissement où elle se

trouve et la construction d'une maison d'école dans le nouvel arrondissement ainsi formé;

4o. Que, quoique, en général, les décisions du surintendant, sur les matières relatives aux constructions de maison d'école, changements de leur site, et divisions d'arrondissements, que lui soumettent les commissaires d'école, ne valent que comme conseils qui ne les obligent pas, celles données, sur appels auxquels concourent les commissaires, sont obligatoires et ne peuvent être changées ou modifiées que par le surintendant.—*Martel* v. *Commissaires d'école de St-Raymond*, C. S., Casault, J., 14 avril 1888.

False arrest—Municipal corporation—Police.

Held:—That a municipal corporation is not responsible in damages for the arrest of a citizen without probable cause, by a police officer in the pay of such corporation, but appointed by and under the control of a Board of Commissioners named by special statute.

Nor can such corporation be condemned in damages for an alleged malicious prosecution of such citizen before the Recorder's Court, and dismissed by such Court, though such prosecution have been taken (on the sworn complaint of such police officer) in the name of the said corporation, and the fine would have reverted to the corporation had a conviction been had.—*Corporation of Quebec & Oliver*, in appeal, Dorion, C. J., Ramsay, Tessier, Cross, Baby, JJ., Dec. 4, 1886.

Compensation—Art. 1188 *C. C.*

Held:—There can be no compensation of a debt due to an abandoned estate, at the time of abandonment, by an unprivileged claim for unearned wages.—*In re Chinic, & Lefaivre*, claimant, S. C., Andrews, J., May 5, 1888.

Floatable river—Dam, demolition of—Flooding—Damages—C. S. L. C., cap. 51.

Held:—That one who constructs a dam upon a floatable river is liable in damages to the owner of land on a higher level which may be flooded by reason of such dam, but such owner cannot demand the unconditional demolition of the dam.

That the provisions of C. S. L. C., ch. 51, apply to floatable as well as non-floatable rivers, and a dam, not actually working the mill, but constructed to provide a reserved supply of water for the mill dam, will be held an improvement in the contemplation of the statute.—*Currie & Adams*, in appeal, Tessier, Cross, Baby, Church, Doherty, JJ., May 7, 1888.

Contrat—Prix convenu—Quantum meruit.

Jugé:—Que la partie qui s'engage à faire un certain nombre de choses pour un prix de tant chaque, ne s'engage pas par là à en faire un nombre moindre au même prix.—*Battis* v. *Anderson*, C. S., Caron, J., 14 mai 1888.

Preuve—Compétence des parties comme témoins.

Jugé:—Lorsque deux membres d'une société dissoute sont poursuivis conjointement pour une dette de la ci-devant société, et se séparent dans leurs défenses, l'un peut être entendu comme témoin de l'autre.—*McCone* v. *Poulin*, C. S., Andrews, J., 25 juin 1888.

Police d'assurance—Conditions—Agent.

Jugé:—Qu'une compagnie d'assurance qui autorise un solliciteur ou caballeur d'effectuer des assurances en son nom, donne lieu à croire qu'il est son agent.

Que des conditions dans une police qui n'est livrée par la compagnie à l'assuré qu'après l'incendie, et dont il n'a pu, par conséquent, en prendre connaissance, ne peuvent le lier.—*Ansley* v. *Watertown Insurance Co.*, en révision, Stuart, J. C., Caron, Andrews, JJ., 31 mars 1888.

Promissory note—Liability of "Aval"—Right of recourse—Costs.

Held:—1st. The liability of an *aval* to a promissory note, while co-extensive with that of the maker, is unaffected by any purely personal grounds which the latter might urge.

2nd. Such a personal ground is the want of authorization of the husband, in the married woman who is maker of the note.

By the Chief Justice :—A married woman may act alone as the agent of her husband, in a matter in which he only is interested and by which he benefits. In such case, the act of the wife is in reality the act of the husband.

3rd. On suit brought against an aval and dismissed purely and simply on the ground of non liability, where a defence of delay has been further made out, the plaintiff has an interest and a right to inscribe in review to have the ruling of the Court below on the question of liability reversed, and his right to sue *de novo* reserved, and, in such case, though the judgment be maintained on the ground of delay granted, the plaintiff is entitled to his costs in review.—*Norris* v. *Condon*, in review, Stuart, C. J., Caron, Andrews, JJ., June 30, 1888.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 22.

Judicial Abandonments.

Blais & Emond, dry goods merchants, Quebec, Sept. 14.

François Bertrand *alias* Frank Bertrand, trader, Coaticook, Sept. 13.

Mary Aurelia Stobbs (Mrs. Louthood), *marchande publique*, Three Rivers, Sept. 7.

Eugène Michaud, trader, Fraserville, Sept. 19.

Camille S. Milette, trader, Richmond, Sept. 14.

George Warren, boarding-house keeper, Pointe au Pic, Sept. 15.

Curators Appointed.

Re J. E. Beauchemin—W. L. M. Desy, Sorel, curator, Sept. 15.

Re Bergeron & Frère.—J. O. Dion, St. Hyacinthe, curator, Sept. 17.

Re Emma Rochon.—Kent & Turcotte, Montreal, joint curator, Sept. 19.

Re Labissonnière & Lanouette, Batiscan.—Kent & Turcotte, Montreal, joint curator, Sept. 18.

Re Napoléon Victor Marcotte.—J. Cartier, Jr., 44 St. Vincent Street, Montreal, curator, Sept. 19.

Re Odilon Rodier, absentee.—Kent & Turcotte, Montreal, joint curator, Sept. 19.

Re The Herald Printing & Publishing Co., in liquidation.—Kent & Turcotte, Montreal, liquidators in the place of F. B. Mathews, deceased, Sept. 7.

Dividends.

Re Bernard Charbonneau, Actonvale.—Dividend, payable Oct. 8, M. E. Bernier, St. Hyacinthe, curator.

Re J. Bte. Raby, Montreal.—First and final dividend, payable Oct. 12, Kent & Turcotte, Montreal, joint curator.

Re Ross, Haskell & Campbell.—First dividend, payable Oct. 2, A. W. Stevenson, Montreal, curator.

Re A. St. Jean, St. Timothé.—First and final dividend, payable Oct. 12, Kent & Turcotte, Montreal, joint curator.

Re Charles Trepanier.—First dividend, payable Oct. 12, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Louise Charlotte Brunet vs. Ludger Leroux, Montreal, Sept. 20.

Rosina Citoleux vs. Joseph Roy, blacksmith, Montreal, Sept. 1.

Delia Desjardins vs. Israel Pelletier, Montreal, June 16.

Cordelia Deslauriers vs. Pierre Dansereau, Montreal, July 30.

Caroline Desrosiers *alias* Lafrenière vs. Sulpice Télesphore St. Cyr, trader, Berthier, Sept. 13.

Notarial Minutes.

Minutes of late F. X. Tendreau, N. P., Montmagny, transferred to Narcisse Gauthier, N. P., Montmagny.

Appointments.

Joseph H. Brassard, Knowlton, to be clerk of the Circuit Court for County of Brome, in the place of J. M. Lefebvre, deceased.

Télesphore Gendreau, Montmagny, to be high constable for the district of Montmagny, in the place of Narcisse Gauthier, resigned.

Quebec Official Gazette, Sept. 29.

Judicial Abandonments.

Jane Fumerton and James George Bryson, traders, Fort Coulonge, Sept. 21.

Legendre & Leblanc, traders, Kamouraska, Sept. 29.

Curators Appointed.

Re Blais & Emond, merchants, Quebec.—H. A. Bedard, Quebec, curator, Sept. 25.

Re Arthur A. Lapointe, Montreal.—Kent & Turcotte, Montreal, joint curator, Sept. 26.

Re Wm. F. Pagels, tobacco manufacturer, Montreal, —S. C. Fatt, Montreal, curator, Sept. 26.

Re Smith, Fischel & Co., Montreal.—A. W. Stevenson, Montreal, curator, Sept. 26.

Dividends.

Re Audet & Robitaille.—Amended dividend sheet prepared, payable Oct. 22, W. H. Brown, Quebec, curator.

Re Marie M. St. Aubin (M. Leduc & Cie).—First and final dividend, payable Oct. 16, Kent & Turcotte, Montreal, joint curator.

Re Grant, McConkey & Co., Montreal.—First and final dividend of 46½ c., payable Oct., 4, J. McD. Hains, Montreal, curator.

Re J. B. Pontbriand & Co.—First dividend, payable Oct. 16, C. Desmarteau, Montreal, curator.

Separation as to property.

Rosanna St. Jacques vs. Joseph Handfield, trader, parish of Ste. Cécile de Milton, now an absentee, Sept. 17.