The Legal News.

Vol. XIV. DECEMBER 12, 1891. No. 50.

Montreal is not the only place in which alternate growls are heard from the bar and the bench. The 24th October, on which legal business in England was to be resumed after the long vacation, fell on a Saturday, and there was a loud protest from the bar because some of the Courts postponed the opening until the following Monday. A little later we hear the growl responsive from the bench. At the commencement of the sitting of the Court at Guildhall on Nov. 3, a part-heard case was unexpectedly settled, and none of the parties in any subsequent case being present, the Court was obliged to adjourn. On resuming at 12 o'clock Mr. Justice Wills said that an hour and a half of the Court's time had been lost through parties whose cases were in the paper not being prepared to proceed.

In Germany the bar do not seem to enjoy the independence in the management of their own affairs, and particularly in regulating the conduct of their members, which they possess in most other countries. A Court of Honour was recently set in motion in Berlin, by a rescript of the Emperor, to consider the conduct of two barristers who appeared for the defence in a trial for murder. They were charged before this Court, composed apparently of members of the bar, with having accused the presiding judge of partiality, with having in an unjustifiable manner induced the prisoners to refuse any avowal of guilt, and with having abused the rights of defence. Of these charges the Court acquitted them. But there were other charges more singular and less defensible, viz., drinking champagne in open Court, and sending to the judge's house in an irregular manner for legal documents. These charges were declared proved, and the accused were reprimanded, while the barrister who had sent for the documents was fined 500 marks. The punishment may have been well deserved, but the initiation of proceedings by a rescript of the Emperor is a curious feature of the case.

The fun-loving disposition of boys is not considered by the Supreme Judicial Court of Massachusetts a sufficient ground for imposing special obligations on other people. In *Daniels* v. *New York & N. E. R. Co.*, Sept. 3, 1891, the question was whether a railway company owning a turn-table situated on the company's land, about six hundred feet from two highways, and having upright guy-bars, was bound to keep it locked on the ground that it was an attractive object to children. It was urged that if a turn-table is of a dangerous nature when unlocked or unguarded, in a place resorted to by the public, and where children are wont to go and play, it is the duty of the railway company to keep it securely locked. The Court declined to sanction this doctrine, and held that a child injured while playing thereon could not recover. Some of the newspapers ask whether these judges were ever boys; but this does not seem to have much bearing upon the question whether a person trespassing, and receiving an injury as the result of his trespass, is in a position to claim damages.

NEW PUBLICATIONS.

CUSTODY OF INFANTS: A Treatise on the Law relating to the Custody of Infants, including Practice and Forms; by Lewis Hochheimer, of the Baltimore Bar. Second edition.—Harold B. Scrimger, Publisher, Baltimore.

The first edition of this work appeared in 1887, and formed an octavo volume of about 250 pages. The treatise has now been entirely re-written by the author, in a more concise form, numerous cases and much new matter have been added, and the work has been issued in a new form, the whole treatise, indices, etc., being comprised in 167 pages. The chapters treat of the following subjects. I. Infancy and guardianship. II. Chancery jurisdiction in matters of custody. III. Disposal of custody upon Habeas Corpus. IV. Procedure in Habeas Corpus cases. V. Probate and Testamentary guardians. VI. Disposal of custody in Divorce proceedings. VII. Illegitimate children. VIII. Appren-

tices. IX. Juvenile institutions. The citation of cases is ample, and there is a good index.

CODE DE PROCÉDURE CIVILE ANNOTÉ, by P. B. Mignault, Avocat.—J. M. Valois, Publisher, Montreal.

This new annotated edition of the Code of Civil Procedure is a work of considerable extent, the increasing number of practice decisions having swelled the volume to over six hundred pages. The author refers to the continual amendment which the Code of Procedure has undergone since its adoption. In the Revised Statutes of 1888, 151 articles appear as amended, three repealed, and 133 added. And in the short period which has elapsed since the appearance of the Revised Statutes 42 articles have been amended, 39 repealed and 24 added. These changes have destroyed in a measure the utility of the Code as a concise presentation of the law, and necessitate compilations showing the amendments to date as well as the decisions bearing upon the Code of Procedure. The present work has involved considerable labour, and includes all amendments up to date, with the new tariff of fees which came into force on the 1st September, 1891. About 2,700 decisions are referred to, and in some cases notes and references to authors are added. The reputation of Mr. Mignault as a careful and painstaking editor will give the volume additional value in the eyes of the profession, and we have no doubt that it will be found a welcome aid in their labours.

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*SUPERIOR COURT—MONTREAL.**

Husband and wife—Insolvency of husband—Liability of wife separated as to property.

Held:—That in the absence of a special agreement, a wife separate as to property is not responsible for rent of a house occupied by the family during the insolvency of the husband.—*Harwood* v. *Fowler*, in Review, Johnson, Gill, Tait, JJ., Dec. 31, 1889.

Costs—Action of damages for personal wrongs—Art. 478, C. C. P.

Held:—That Art. 478, C. C. P., which provides that in actions of damages for personal wrongs, if the damages awarded do not exceed forty shillings sterling, no greater sum can be allowed for costs than the amount of such damages, deprives the Court of power to allow the plaintiff the costs of the action where no damages whatever are awarded. And this restriction exists even where it appears that the plaintiff, by a statement in writing, waived his claim to any condemnation in his favor except for the costs of the suit.—*Browning* v. *Spackman*, in Review, Johnson, Ch. J., Mathieu, Wurtele, JJ., April 30, 1891.

Capias—Ship captain leaving for Great Britain—Fraudulent departure.

Held:—The simple fact that the defendant is leaving the country without paying a debt does not constitute by itself a fraud on the part of the debtor, and it is necessary to prove an intent to defraud in order to maintain a *capias*.—*Tremblay* v. *Graham*, Loranger, J., July 27, 1891.

False imprisonment — Justice of the peace — Illegal commitment of witness—Malice—R. S. C. cap. 178, s. 32—Damages.

Held:—That justices of the peace are responsible in damages where they act illegally and maliciously, *e. g.* in committing a person to gaol for refusal as a witness to answer a question at a trial which had taken place before them, the order of imprisonment being signed out of Court some days after the termination of the trial, and under circumstances indicating malice.—*Gauvin* v. *Moore et al.*, in review, Jetté, Mathieu, Wurtele, JJ., June 27, 1891.

Arbres d'ornement—Rue Publique—Propriété—Dommages—Cité de Montréal.

Jugé:—1. Que les arbres d'ornement qui sont plantés sur la voie publique, dans la cité de Montréal, sont la propriété des propriétaires des lots de terrain faisant front sur la rue; et que ces arbres doivent être considérés comme un accessoire de la propriété des dits terrains.

2. Que ces propriétaires ont une action en dommage contre la cité de Montréal pour avoir fait couper et enlever ces arbres.—*Beauchamp* v. *Cité de Montréal*, Lynch, J., 28 avril 1891.

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

KENTUCKY COURT OF APPEALS.

Jan. 13, 1891.

CHAMBERS v. BALDWIN.

Action—Procuring Breach of Contract.

A party to a contract for the sale of goods cannot maintain an action against one who maliciously, and with design to injure him, and to benefit himself by becoming a purchaser in his stead, advises and procures the other party to break the contract.

Appeal from Circuit Court, Mason County.

LEWIS, J.—The cause of action stated in the petition of appellants is, in substance: That, as partners doing business under the firm name of Chambers & Marshall, they made a contract with one Wise, whereby he sold, and agreed to deliver to them in good order during delivery season of 1877, his half of a crop of tobacco, then undivided, which he had raised on shares upon the farm of appellee; in consideration whereof they promised to pay on delivery at the rate of five cents per pound. That they were ready, able and willing to receive and pay for the tobacco as and at the time agreed on, and demanded of him compliance with the contract; but he had already delivered it to appellee and Newton Cooper, tobacco dealers, and then notified appellants he would not deliver it to them, and they might treat the contract as broken and at an end. That appellee knew of the existence of said contract, but maliciously, on account of his personal ill-will to Chambers, one of appellants, and with design to injure by depriving them of profit on their purchase, and to benefit himself by becoming purchaser in their stead, advised and procured Wise, who would else have kept and performed, to break the contract, whereby they have been damaged $———. That he (Wise) was at the time known by appellee to be, and now is, insolvent; so, being without other redress, they bring this action. Appellee is alleged to have been actuated to do the act complained of by ill-will to one of appellants only, which however to avoid confusion we will treat as a malicious intent to injure both; and also by a design to benefit himself by becoming purchaser of the tobacco for the firm of which he was a member. And thus two questions of law arise on demurrer to the petition: First, whether one party to a contract can maintain an action against a person who has maliciously advised and procured the other party to break it; second, whether an act lawful in itself can become actionable solely because it was done maliciously.

As appellee, being no party to the contract, did not, nor could, himself break it, his wrong, if any, was in advising and procuring the equivalent of cancelling, and inducing Wise to do so. Consequently, while the remedy of appellants against him (Wise) was by action *ex contractu*, recovery being limited to actual damage sustained, their action against appellee is, and could be, in no other than in form *ex delicto;* recovery, if any at all, not being so limited. Nevertheless, in Addison on Torts (vol. 1, p. 37) it is said: "Maliciously inducing a party to a contract to break his contract, to the injury of the person with whom the contract was made, creates that conjunction of wrong and damage which supports an action." The authority cited in support of the proposition thus stated, without qualification, is the English case of *Lumley* v. *Gye*, 2 El. and Bl. 228, decided in 1853, followed by *Bowen* v. *Hall*, decided in 1881, and reported in 20 Am. Law Reg. (N. S.) 578, though it is proper to say there was a dissenting opinion in each case. The action of *Lumley* v. *Gye* was in tort, the complaint being that the defendant maliciously enticed and procured a person, under a binding contract to perform at plaintiff's theatre, to refuse to perform, and abandon the contract. The majority of judges held, and the case was decided upon the theory, that remedies given by the common law in such cases are not in terms limited to any description of servants or service; and the action could be maintained upon the principle, laid down in Comyn's Digest, that "in all cases where a man has a temporal loss or damage by the wrong of another, he may have an action upon the case to be repaired in damages." The position of Justice Coleridge was to the contrary—that, as between master and servant, there was an admitted exception to the general rule of the common

law confining remedies by action to the contracting parties, dating from the statute of laborers, passed in 25 Edward III, and both on principle and authority limited by it; and that "the existence of intention, that is, malice, will in some cases be an essential ingredient in order to constitute the wrongfulness or injurious nature of the act; but it will neither supply the want of the act itself, or its hurtful consequences."

We have been referred to some American cases as being in harmony with the two cases mentioned. In *Walker* v. *Cronin*, 107 Mass. 555, it was held that where a contract exists by which a person has a legal right to continuance of service of workmen in business of manufacturing boots and shoes, and another knowingly and intentionally procures it to be violated, he may be held liable for the wrong, although he did it for the purpose of promoting his own business. But it was not alleged the defendant in that case had any such purpose in procuring the person to leave and abandon the employment of the plaintiff, the real grievance complained of being damage by the wanton and malicious act of defendant and others. In *Haskins* v. *Royster*, 70 N. C. 601; S. C., 16 Am. Rep. 780, it was held that if a person maliciously entices laborers or croppers on a farm to break their contract, and desert the service of their employer, damages may be recovered against him. But both those cases relate to rights and duties growing out of the relation of employer and persons agreeing to do labor and personal service, and do not apply here, except so far as the decisions rest upon other grounds than the statute of laborers. In *Jones* v. *Stanly*, 76 N. C. 355, it was however held that the same reasons which controlled the decision rendered in *Haskins* v. *Royster* "cover every case in which one person maliciously persuades another to break any contract with a third person. It is not confined to contracts for service." But we have not seen any other case in which the doctrine is stated so broadly. *Chesley* v. *King*, 74 Me. 164; S. C., 43 Am. Rep. 569, we do not regard at all decisive, because the court went no further than to say they were inclined to the view that there may be cases where an act, otherwise lawful, when done for the sole purpose of damage to a person, without design to benefit the doers or others, may be an invasion of the legal rights of such person. Cooley, Torts, 497, agreeing with Justice Coleridge, says: "An action cannot, in general, be maintained, for inducing a third person to break his contract with the plaintiff; the consequence, after all, being only a broken contract, for which the party to the contract may have his remedy by suing upon it." And it seems to us that the rule harmonizes with both principle and policy, and to it there can be safely and consistently made but two classes of exception; for, as to make a contract binding, the parties must be competent to contract and do so freely, the natural and reasonable presumption is that each party enters into it with his eyes open, and purpose and expectation of looking alone to the other for redress in case of breach by him. One such exception was made by the English statute of laborers to apply where apprentices, menial servants, and others, whose sole means of living was manual labor, were enticed to leave their employment, aud may be applied in this State in virtue of and as regulated by our own statutes. The other arises where a person has been procured against his will, or contrary to his purpose, by coercion or deception of another to break his contract. *Green* v. *Button*, 2 Cromp., M. & R. 707; *Ashley* v. *Dixon*, 48 N. Y. 430; S. C., 8 Am. Rep. 559. But as Wise was not induced by either force or fraud to break the contract in question, it must be regarded as having been done of his own will, and for his own benefit. And his voluntary and distinct act, not that of appellee, being the proximate cause of damage to appellants, they, according to a familiar and reasonable principle of law, cannot seek redress elsewhere than from him.

That an action on the case will lie whenever there is concurrence of actual damage to the plaintiff, and wrongful act by the defendant, is a truism, yet, unexplained, misleading. The act must not only be the direct cause of the damage, but a legal wrong, else it is *damnum absque injuria*. But whether a legal wrong has been done for which the law affords reparation in

damages depends upon the nature of the act, and cannot be consistently or fitly made to depend upon the motive of the person doing it; for an act may be tortious, and consequently actionable, though not malicious, nor even willful. If it was not so, there could be no reparation for an act of pure negligence, though ever so hurtful in its effects. And it is just as plain that an act which does not of itself amount to a legal wrong, without, cannot be made so by, a bad motive accompanying it; for there is no logical process by which a lawful act, done in a lawful way, can be transformed or not into a legal wrong according to the motive, bad or good, actuating the person doing it. The proposition is clearly and forcibly stat d in *Jenkins* v. *Fowler*, 24 Penn. St. 308, as follows: "Malicious motives make a bad case worse, but they cannot make that wrong which in its own essence is lawful. Where a creditor who has a just debt brings a suit or issues execution, though he does it out of pure enmity to the debtor, he is safe. In slander, if the defendant proves the words spoken to be true, his intention to injure the plaintiff by proclaiming his infamy will not defeat justification. One who prosecutes another for a crime need not show he was actuated by correct feelings, if he can prove that there was good reason to believe the charge was well founded. In short, any transaction which would be lawful if the parties were friends cannot be made the foundation of an action merely because they happen to be enemies. As long as a man keeps himself within the law by doing an act which violates it, we must leave his motives to Him who searches hearts." In *Frazier* v. *Brown*, 12 Ohio St. 294, the cause of action stated was diversion, with malicious intent, by the defendant of subterraneous water on his own land from adjoining land of the plaintiff; but it was held there could be no recovery, because, as said by the court, "the act done, to wit, the using of one's own property, being lawful in itself, the motive with which it is done—whatever it may be as a matter of conscience—is in law a matter of indifference." In *Chatfield* v. *Wilson*, 28 Vt. 49, the action was for the same cause substantially, and the language of the court was: "An act legal in itself, and which violates no right, cannot be made actionable on account of the motive which induced it." In *Mahan* v. *Brown*, 13 Wend. 261, the complaint was that the defendant wantonly and maliciously erected on his own premises a high fence near to and in front of plaintiff's window, without benefit to himself, and for the sole purpose of annoying the plaintiff, thereby rendering her house uninhabitable. But it was held the action would not lie, because, no legal right of the plaintiff having been injured, the defendant had not so used his property as to injure another, and, whether his motive was good or bad, she had no legal cause of complaint. To the same effect is the decided weight of authority in the United States. *Adler* v. *Fenton*, 24 How. 412; *Phelps* v. *Nowlen*, 72 N. Y. 39; S. C., 28 Am. Rep. 93; *Benjamin* v. *Wheeler*, 8 Gray, 410; *Iron Co.* v. *Uhler*, 75 Penn. St. 467; *Plank-Road Co.* v. *Douglass*, 9 N. Y. 444.

Upon neither principle nor authority could this action have been maintained if the same thing it is complained appellee did had been done by a person on friendly terms with appellant Chambers, or by a stranger, though he might have profited by the purchase to the damage of appellants; for competition in every branch of business being not only lawful, but necessary and proper, no person should, or can upon principle, be made liable in damages for buying what may be freely offered for sale by a person having the right to sell, if done without fraud, merely because there may be a pre-existing contract between the seller and a rival in business, for a breach of which each party may have his legal remedy against the other. Nor, the right to buy existing, should it make any difference, in a legal aspect, what motive influenced the purchaser. Competition frequently engenders, not only a spirit of rivalry, but enmity; and, if the motive influencing every business transaction that may result in injury or inconvenience to a business rival was made the test of its legality, litigation and strife would be vexatiously and unnecessarily increased, and the sale and exchange of commodities very much hindered. As pertinently inquired in *Plank-Road Co.* v. *Douglass*, "inde-

pendently of authority, if malignant motive is sufficient to make a man's dealings with his own property, when accompanied by damage to another, actionable, where is this principle to stop?" And as correctly said by Lord Coleridge in *Bowen* v. *Hall*: "The inquiries to which this view of the law (making an act lawful or not according to motive) would lead, are dangerous and inexpedient inquiries for courts of justice. Judges are not very fit for them, and juries are very unfit." In our opinion no cause of action is stated in the petition, and the demurrer was properly sustained. Judgment affirmed.

APPEAL REGISTER—MONTREAL.

Monday, November 16, 1891.

Barré & Freedman.—Motion for leave to appeal from an interlocutory judgment. C. A. V.

Sebastien & Durocher et vir.—Motion for leave to appeal dismissed.

Cie. Chemin de Fer Beauharnois & Groulx.—Motion for leave to appeal from interlocutory judgment. C. A. V.

DeMartigny & Depatie. Case settled out of Court.

Morris & Depatie.—Same entry.

McCaffrey & Banque d'Ontario.—Motion for leave to appeal from an interlocutory judgment. C.A.V.

Bank of B. N. A. & Stewart.—Re-hearing. C. A. V.

Desjardins & Robert.—Re-hearing. Part heard.

Tuesday, Nov. 17.

Desjardins & Robert.—Re-hearing concluded. C.A.V.

Canada Railway News Co., & Mutual News Co.—Heard on appeal from interlocutory judgment, Superior Court, in chambers, de Lorimier, J., April 18, 1891.—C. A. V.

Wednesday, Nov. 18.

Barré & Freedman.—Motion for leave to appeal from an interlocutory judgment granted.

Cie. Chemin de Fer de Beauharnois & Groulx.—Motion for leave to appeal from interlocutory judgment rejected.

Shaw & Norman.—Motion for leave to appeal from an interlocutory judgment. C. A. V.

O'Connor & Inglis.—Heard on appeal from an interlocutory judgment of the Superior Court, Montreal, Jetté, J., July 7, 1891.—C. A. V.

Marsan & Gaudet.—Heard on appeal from judgment of the Superior Court, Montreal, Jetté, J., Nov. 25, 1889.—C. A. V.

Great North Western Telegraph Co. & Lawrance.—Heard on appeal from judgment of the Superior Court, Montreal, Wurtele, J., Dec. 20, 1890.—C. A. V.

Thursday, Nov. 19.

Stanton & Canada Atlantic Ry. Co.—Motion on part of appellant to take up *instance*. C.A. V.

Canadian Bank of Commerce & Stevenson.—Re-hearing. Heard. C. A. V.

Friday, Nov. 20.

Burroughs & Rankin.—Motion to dismiss appeal granted for costs.

Magor & Kehlor.—Heard on appeal from judgment of the Superior Court, Montreal, Davidson, J., March 19, 1890.—C. A. V.

Trester & C. P. R. Co.—Heard on appeal from judgment of the Court of Review, Montreal, Jan. 13, 1890.—C. A. V.

Bourgeou & Brodeur.—Heard on appeal from judgment of the Superior Court, Montreal, Jetté, J., May 14, 1890.—C. A. V.

Saturday, Nov. 21.

Woods v. *The Queen.*—The Crown moves that the bail of the plaintiff in error be declared forfeited, he having made default to appear.—Motion granted.

Turcotte & Whelan; Turcotte & Pacaud; Turcotte & Tarte.—On motions for leave to appeal to the Privy Council. The parties moving were called, and there being no appearance, the motions were dismissed.

The Queen v. *Bourdeau.*—Heard on Reserved Case. C. A. V.

Woods v. *The Queen.*—The plaintiff in error having made default, and being in contempt, the Court declined to hear him by counsel.

Hebert & Wright.—Heard on appeal from judgment of the Superior Court, Montreal, Mathieu, J., Nov. 16, 1889.—C. A. V.

Monday, Nov. 23.

McVey & McVey.—Heard on appeal from

interlocutory judgment of the Superior Court, Montreal, Sept. 15, 1891.—C. A. V.

Duffy & Miller.—Heard on appeal from judgment of the Superior Court, Montreal, de Lorimier, J., Oct. 16, 1891.—C. A. V.

Ontario Bank & Riddell.—Motion for leave to appeal from an interlocutory judgment. C. A. V.

Parker & Langridge.—Appeal from judgment of the Superior Court, Montreal, Loranger, J., Oct. 15, 1890.—C. A. V.

Tuesday, Nov. 24.

Robidoux & Bruce.—Motion for leave to appeal from an interlocutory judgment.—Rejected without costs.

Ontario Bank & McCaffrey.—Motion for leave to appeal from an interlocutory judgment granted.

Stanton & Canada Atlantic R. Co.—Motion to take up the *instance* rejected.

Parker & Langridge.—Hearing resumed and concluded.

Lefeuntun & Veronneau.—Heard on appeal from judgment of the Superior Court, Montreal, Mathieu, J., June 27, 1889.—C. A. V.

Banque Jacques Cartier & Leblanc.—Part heard on appeal from judgment of the Superior Court, Montreal, de Lorimier, J., March 8, 1890.

Wednesday, Nov. 25.

Shaw & Norman.—Motion for leave to appeal from an interlocutory judgment granted.

Villeneuve & Kent.—Heard on appeal from judgment of the Superior Court, Montreal, de Lorimier, J., Dec. 30, 1889.—C. A. V.

Merchants Bank & Cunningham.—Heard on appeal from judgment of the Superior Court, St. Francis, Brooks, J., Feb. 11, 1890.—C. A. V.

Cie. de C. F. Atlantique Canadien & Trudeau.—Appeal from judgment of the Superior Court, Beauharnois, Belanger, J., Jan. 14, 1889.—Part heard.

Thursday, Nov. 26.

Anglo-Continental Guano Works & Emerald Phosphate Co.—Reversed.

Bazinet & Gadoury.—Confirmed with a modification.

McNaughton & Exchange National Bank.—Judgment on opposition confirmed (but for different reasons), and judgment on collocation reversed.

Walbank & The Protestant Hospital for the Insane.—Confirmed.

Cie. de Chemin de Fer Atlantique Canadien & Trudeau.—Hearing resumed and concluded.—C. A. V.

Banque Jacques Cartier & Leblanc.—Hearing resumed and concluded.—C. A. V.

Bedard & Cusson.—Heard on appeal from judgment of the Superior Court, Montreal, Mathieu, J., Feb. 22, 1890.—C. A. V.

Corporation of Dissentient School Trustees, Village Cote St. Paul & Brunet.—Part heard on appeal from judgment of Superior Court, Montreal, Davidson, J., Dec. 5, 1889.

Friday, Nov. 27.

The Queen v. Bourdeau.—Conviction maintained.

O'Connor & Inglis.—Reversed.

McVey & McVey.—Reversed.

Bourgeau & Brodeur.—Confirmed.

Laviolette & Gilmour.—Appeal dismissed for default to proceed within the year.

Corporation Dissentient School Trustees, Village Cote St. Paul & Brunet.—Hearing resumed and concluded. C. A. V.

The Court adjourned to Jan. 15.

A TECHNICAL LIBEL.

The case of *Tichborne v. Roberts*, tried some time ago at the Manchester Assizes, is of some interest. The plaintiff, who is notorious as the claimant of the Tichborne Estates, sought to recover damages for libel from the defendants, who are the printers and proprietors of *Illustrated Bits*. The comments in the newspaper to which the plaintiff objected referred to the latter's candidature for Stoke, and this paragraph was headed, 'Impudent pretensions of a humbug,' and he was then described as a 'convicted felon,' 'an ex-denizen of Portland,' and a 'released gaol-bird.' Counsel for the prosecution pointed out that the defendants pleaded that the whole of the facts were true, except so far as they had described the plaintiff as a convicted felon, whereas he was a misdemeanant. The defendants were not justified in calling the plaintiff a lately released gaol-bird, or a gaol-bird at all, a term which was generally

understood to mean a person who preyed on society and spent most of his time in prison. It was contended that the libel was as gross as it was possible for a libel to be. Counsel for the defence stigmatised the action as a most impudent one. He admitted, however, that there had been a technical libel in describing the man as a convicted felon instead of a misdemeanant, and for that one shilling had been paid into Court. Undoubtedly the man might have been tried on an indictment for felony, but that of misdemeanour was chosen in order that the jury might not be kept from home for months.

The judge, in summing up, said, as to the difference between the words 'felony' and 'misdemeanour,' he was sure most of the jury would find it difficult, as laymen, to give any sound reason why an offence as wicked and bad for the interest of the state as perjury should be classed with misdemeanours and not with felonies. It would, therefore, be no injury to a man who had been convicted of perjury to describe his offence as a felony. As to the word 'gaol-bird,' he could not conceive that it was meant to allege that the plaintiff had been frequently in gaol. If the facts were true in the paragraph all the rest that was complained of was comment.

A verdict was given for the defendants.

INSOLVENT NOTICES. ETC.

Quebec Official Gazette, Dec. 5.

Judicial Abandonments.

Dame Zénaide Brisson, public trader, doing business under the name of D. Desjardins & Co., Montreal, Nov. 26.

Arcadius Gosselin, hotel-keeper, Montreal, Nov. 20.

Alfred Rousseau, trader, Lyster Station, Nov. 26.

Curators appointed.

Re L. E. Anctil.—J. P. Royer and R. R. Burrage, Sherbrooke, joint curator, Dec. 3.

Re John C. Bédard.—J. P. Royer and R. R. Burrage, Sherbrooke, joint curator, Nov. 26.

Re David F. Bédard.—J. P. Royer and R. R. Burrage, Sherbrooke, joint curator, Nov. 26.

Re Léopold Clapin, Sherbrooke.—Millier & Griffith, Sherbrooke, joint curator, Nov. 26.

Re A. S. Daoust.—C. Desmarteau, Montreal, curator, Nov. 26.

Re Edouard Dupuis.—E. Donahue, Farnham, curator, Nov. 20.

Re Frank Farley, trader, Bulstrode.—A. Quesnel, Arthabaskaville, curator, Nov. 30.

Re Jules Giroux & Cie.—J. M. Marcotte, Montreal, curator, Dec. 1.

Re Arcadius Gosselin.—C. Desmarteau, Montreal, curator, Nov. 28.

Re Hansen & Schwartz, Quebec.—D. Rattray, Quebec, curator, Dec. 2.

Re Martin, Fils & Cie., Rimouski.—Kent & Turcotte, Montreal, joint curator, Dec. 1.

Re N. E. Morrissette.—F. Valentine, Three Rivers, curator, Dec. 2.

Re Michel and Conrad Ringuet.—J. A. Talbot, Rimouski, curator, Nov. 24.

Re S. Robitaille.—C. Desmarteau, Montreal, curator, Nov. 19.

Re François Xavier St. Pierre.—A. Quesnel, Arthabaskaville, curator, Nov. 30.

Dividends.

Re Aug. Bourdeau, Montreal.—First and final dividend, payable Dec. 23, C. Desmarteau, Montreal, curator.

Re François Xavier Comptois, Coaticook.—First and final dividend on proceeds of real estate, payable Dec. 28, Millier & Griffith, Sherbrooke, joint curator.

Re Dame Zélie Carignan.—Dividend, payable Dec. 21, F. Valentine, Three Rivers, curator.

Re Dame Alice Wesly (A. Rae).—Second and final dividend, payable Dec. 21, H. T. Cholette, Montreal, curator.

Re L. W. Gauvin, Notre Dame de Stanbridge.—First and final dividend, payable Dec. 29, E. W. Morgan, Bedford, curator.

Re A. L. Lacroix, Montebello.—First and final dividend, payable Dec. 24, C. Desmarteau, Montreal, curator.

Re F. E. Lamalice & Co.—First and final dividend, payable Dec. 16, Bilodeau & Renaud, Montreal, joint curator.

Re G. Lewis & Co., Montreal.—First and final dividend, payable Dec. 22, A. W. Stevenson, Montreal, curator.

Re Thomas Mercier.—Dividend, payable Dec. 21, F. Valentine, Three Rivers, curator.

Re John Shaver, marble-cutter, Cote des Neiges.—First dividend, payable Dec. 22, C. Desmarteau, Montreal, curator.

Separation as to property.

Aimée Vanier vs. Gonzague Dubuc, laborer, Montreal, Nov. 25.

GENERAL NOTES.

A CENSOR OF THE BENCH.—A young barrister, and a member of the Kent Sessions, rebuked the chairman for telling the jury they had acquitted a man of bad character. *Truth*, and similar publications are in ecstacies. To flout a magistrate is in their eyes an effort of genius. What was the *locus standi* of the youthful unemployed? None. He was not acting as *amicus curiæ*; he was a stranger to the proceedings. And if barristers, sitting in the back rows of the courts with nothing to do, are to give audible expression to their opinion of the sayings and doings of the judge, the courts would soon become insufferable. Some day or other we should have Briefless lecturing the Court of Appeal and being slain by the Master of the Rolls. The idea is absurd.—*Law Times (London.)*