THE
LEGAL NEWS.

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CURRENT TOPICS AND CASES.

Sir John J. C. Abbott retires and Sir John S. D. Thompson succeeds to the premiership of the Dominion of Canada. These gentlemen have both been distinguished members of the legal profession. In England lawyers have an inconsiderable part in the government of the country, and that part, it is possible, may become even less. In Canada it is almost a matter of course that one member of the legal profession should succeed another in the office of first minister, and it is equally a matter of course that several of the principal offices in the cabinet should be filled by members of the same profession. When we come down to the local administrations it seems to be the exception to find a minister who is not a lawyer. This state of things is not extraordinary seeing the large proportion of lawyers in our legislative bodies, and the absence of training in other classes for public life. It has some drawbacks, as, for instance, the crude taxation scheme adopted at Quebec last session. It is worth noticing, too, that the new premier of Canada, like the premier of Ontario, has already held judicial office and stepped back with remarkable success into the political arena. Some time ago there was a rumour that the retiring lieutenant-governor of Quebec, who has also been a judge, might be summoned to form an administration in this province. It would have been a curious coincidence had the three most im-

portant political positions in the Dominion been occupied at the same time by ex-judges.

Mr. Justice Hall had the pleasure, at the opening of the last criminal term of the Court of Queen's Bench at Montreal, of directing the attention of the grand jury to the important circumstance that there had been six terms of the Court since any prisoner had been found guilty of murder, and that nine years had elapsed since the last infliction of capital punishment in this district. This was not mentioned as an indication that the administration of justice had been lax or that juries had failed in their duty, but as gratifying evidence of the absence of serious crime in the most populous city and district of Canada. Not only in Montreal with its population of a quarter of a million, but throughout the province murder is almost unknown, and even cases of homicide occurring in the heat of quarrels are extremely rare.

The death of Mr. George Macrae, Q.C., on Nov. 30, has removed another of the now fast diminishing group of advocates who were in practice in Montreal before the end of the first half of the century. The deceased was born in June, 1822, and had therefore entered on his seventy-first year. He was admitted to the bar in 1846. For many years past he has confined himself chiefly to the business of the Grand Trunk Railway Company of which he has long been the solicitor. He was a gentleman of high principle, courteous in his intercourse with his professional brethren, and consistently opposed to anything that could reflect discredit upon an honorable profession.

The case of *Legault* v. *Legault*, decided by Mr. Justice Davidson in the Superior Court, Montreal, June 30, 1892, disclosed a remarkable attempt to incarcerate a sane man in a lunatic asylum. Strange to relate, the affidavits of

several of his own children were available in support of the proceeding. The facts come out incidentally in an action of libel which was instituted subsequently. The case illustrates how widely the ideas of people may differ as to what constitutes insanity, and the care which is necessary in dealing with such statements.

The will case of *Schiller* v. *Schiller*, decided by the same learned judge on the same day, was another litigation with singular features. In this case the testator, Mr. C. S. Schiller, was a gentleman well known to nearly the whole bar, and the will impugned was made by him twenty-one months before his death. In the interval he was attending to both official and private business, yet his will was attacked on the ground of captation and suggestion, and undue influence. The will was maintained by Mr. Justice Davidson, and the decision, we understand, will not be appealed from.

In *Cushing* v. *Fortin*, the Court of Review, Montreal, Nov. 30, affirmed the decision of Davidson, J., as to what is required to sustain a charge of secretion. A restaurant-keeper sold his effects and business, and the leasehold of his restaurant. It appeared, however, that he acted with the concurrence of his lessor who was his principal creditor, and whose privileged claim was sufficient to absorb all the assets. The charge of secretion was held to be disproved, but as the defendant had acted imprudently in divesting himself of his estate without the knowledge of his other creditors, the *capias* issued by one of them, though not maintained, was set aside without costs.

In *Groulx* v. *Wilson*, Court of Review, Montreal, Oct. 8, it was held, affirming the decision of Pagnuelo, J., that a carrier who has put the thing transported in a particular place specified in the contract of carriage, is not considered to have thereby dispossessed himself of it, and

his right of retention under Art. 1679, C. C., until he is paid for the carriage, still exists, and may be enforced by conservatory seizure against parties claiming title by purchase, the thing being still in the place where it was deposited by the carrier.

EXCHEQUER COURT OF CANADA.

OTTAWA, September 1, 1892.

Coram BURBIDGE, J.

ARTHUR H. MURPHY, Suppliant; and THE QUEEN, Respondent.

Sale of Ordnance Lands in Quebec—Cancellation—23 Vic. (P.C.) c. 2, s. 20.

In the year 1876 the suppliant purchased a number of lots at an auction sale of Ordnance lands in the City of Quebec. He paid certain instalments and interest thereon, amounting in all to a sum of $2,447.92. Being unable to complete the payments for which he was liable, he applied to the Crown in 1885 to appropriate the money paid by him to the purchase of three particular lots,—Nos. 19, 38 and 39. This the Crown consented to do, and upon an adjustment of the account there was found to be a sum of $73.92 due to the suppliant, which, by mutual arrangement, was appropriated to the purchase of another lot (No. 100), leaving a balance then due to the Crown of $126.08. When however the suppliant came to pay this balance and get his patents for the four lots, he was informed that lot 19 would probably be required for certain military purposes. He then tendered the balance due to the proper officer of the Crown in that behalf, but it was declined. Patents for lots 38, 39, and 100 were subsequently issued to suppliant, and nothing further was done until 1886, when the Crown resumed possession of lot 19 which was followed up by an attempted cancellation of the sale of the lot under 23 Vic. (P.C.), c. 2, on the ground that as the balance due on the purchase had not been paid the terms and conditions of sale had not been complied with.

Held.—That the sale was not duly cancelled, that the suppliant had forfeited none of his rights under the sale, and was entitled to damages equal to the value of the lot at the time the Crown resumed possession thereof.

Quære.—Has the Deputy Minister of the Interior the right to exercise the powers of cancellation vested in the Commissioner of Crown Lands by the 20th section of the Act of the old Province of Canada, 23 Vic. c. 2?

JOHN DE KUYPER & SON, v. VAN DULKEN WIELAND & COMPANY.

Trade Mark—Rectification of Register—Jurisdiction of Exchequer Court—54-55 *Vic. c.* 26; 54-55 *Vic. c.* 35.

The Court has jurisdiction to rectify the register of trade marks in respect of entries made therein without sufficient cause either before or subsequent to the 10th day of July, 1891, the date on which the Act 54-55 Vict. c. 35, came into force.

Quære? Has the Court jurisdiction to give relief for the infringement of a trade mark where the cause of action arose out of acts done prior to the passage of the Act, 54-55 Vict. c. 26?

HORMISDAS MARTIAL, Suppliant; and THE QUEEN, Respondent.

Tort—Injury to the Person on a Public Work—Remedy—Prescription, Interruption of—C.C.L.C. Art. 2227—50-51 *Vic., c* 16.

The suppliant, who was employed as a mason upon the Chambly Canal, a public work, was injured through the negligence of a fellow-servant. Subsequent to the accident the Crown retained the suppliant in its employ as a watchman on the Canal, and indemnified him for expenses incurred for medical attendance.

Held, that what was done was referable to the grace and bounty of the Crown and did not constitute such an acknowledgment of a right of action as would, under art. 2227 C.C.L.C. interrupt prescription.

Quære.—Does art. 2227 C.C.L.C. apply to claims for wrongs as well as to actions for debt?

Semble. That the Crown's liability for the negligence of its servants rests upon statutes passed prior to the Exchequer Court Act (50-51 Vic. c. 16); and that the latter substituted a remedy by petition of right, or by a reference to the Court, for one formerly existing by a submission of the claim to the Official Arbitrators, with an appeal to the Exchequer Court and thence to the Supreme Court.

JACQUES COUETTE ET AL., Suppliants; and THE QUEEN, Respondent.

Maritime law—Salvage—Government vessel—Special contract.

A steamship belonging to the Dominion Government went ashore on the island of Anticosti, and suppliants rendered assistance with their wrecking steamer in getting her afloat. The service rendered consisted in carrying out one of the stranded steamship's anchors and in taking a hawser and pulling on it until she came off. For carrying out the anchor it was admitted that the suppliants had bargained for compensation at the rate of $50 an hour, but whether the bargain included the other part of the service rendered or not was in dispute. The service was continuous,—no circumstances of sudden risk or danger having arisen to render one part of the work more difficult or dangerous than the other.

Held, that the rate of compensation admittedly agreed upon in respect of carrying out the anchor must, under the circumstances, be taken as affording a fair measure of compensation for the entire service.

2. A petition of right will not lie for salvage services rendered to a steamship belonging to the Dominion Government.

CHARLES LAVOIE, Suppliant; and HER MAJESTY THE QUEEN, Respondent.

Liability of Crown as common carrier—Negligence—Regulations for carriage of freight—Notice by publication in Canada Gazette—The Government Railways Act, 1881—*The Exchequer Court Act* (50-51 *Vic. c.* 16, *s.* 16)—*Construction.*

Apart from Statute the Crown is not liable for the loss or injury to goods or animals carried by a Government Railway occasioned by the negligence of the persons in charge of the train by which such goods or animals are shipped. By virtue of the several Acts of the Parliament of Canada, relating to Government Railways and other public works, the Crown is in such a case liable, and a petition of right will lie under the Act 50-51 Vic. c. 16 for the recovery of damages resulting from such loss or injury.

The Queen v. *McLeod* (8 Can. S. C. R. 1) and *The Queen* v. *McFarlane* (7 Can. S. C. R. 216) distinguished.

2. The publication in the *Canada Gazette* in accordance with the provisions of the Statute under which they are made, of

regulations for the carriage of freight on a Government Railway, is notice to all persons having occasion to ship goods or animals by such Railway.

3. One of the general conditions of the regulations applicable to the carriage of live stock by the Intercolonial Railway is that "all "live stock conveyed over the Railway are to be loaded and dis- "charged by the owner, or his agents, and he undertakes all risks "of loss, injury, damage and other contingencies in loading, un- "loading, transportation, conveyance, and otherwise, no matter "how caused."

By the 50th Section of the Act, (R. S. C. c. 38) under which the regulations were made, it is provided that Her Majesty shall not be relieved from liability by any notice, condition or declaration in the event of any damages arising from the negligence, omission or default of any officer, employee or servant of the Crown.

Held, that the regulation must be read as part of the Act (R. S. C. c. 38, s. 44), and that the condition did not relieve from liability where the loss or injury was occasioned by the negligence of the Crown's servants.

4. The owner of a horse shipped in a box car, the doors of which can only be fastened from the outside, and who is inside of the car with the horse, has a right to expect that the conductor of the train will see that the door of the car is closed and properly fastened before the train is started.

OTTAWA, October 31, 1892.

THE CANADIAN COAL AND COLONIZATION COMPANY (limited), Claimants; and HER MAJESTY THE QUEEN, Respondent.

Sale of Dominion Lands—Reservation of mines and minerals—The Dominion Lands Act (43 *Vict. c.* 26)*—Rights of purchaser.*

Where the Crown, having authority to sell, agrees to sell and convey public lands, and the contract is not controlled by any law affecting such lands, and there is no stipulation to the contrary express or implied, the purchaser is entitled to a grant conveying such mines and minerals as pass without express words.

COURT OF REVIEW.

MONTREAL, October 31, 1891.

Coram Sir F. G. JOHNSON, C.J., LORANGER and TELLIER, JJ.

PIKE RIVER MILLS Co. v. PRIEST.

Capias—Affidavit—Allegation of indebtedness.

HELD:—1. *That an affidavit for capias is not void for uncertainty because it sets out several causes of indebtedness for a like amount (as in a declaration with the common counts), so long as it is clear that the allegations all relate to one and the same sum of money.*

2. *The omission to annex an account referred to in the affidavit, is not material, the law requiring only the oath of the creditor or his agent.*

INSCRIPTION IN REVIEW of a judgment of the Superior Court, district of Bedford, LYNCH, J., June 9, 1891, which reads as follows:—

"Considering that the affidavit upon which the writ of *capias ad respondendum*, in this cause issued, is based, does not sufficiently set forth the cause or nature of the alleged indebtedness of defendant;

"Considering that several causes of action for a similar amount are set forth in said affidavit, rendering it uncertain what the real cause of action, relied on by plaintiff, is;

"Considering that there is no sufficiently specific allegation, in said affidavit, of the time of the alleged secretion clearly showing that it took place subsequent to defendant's indebtedness;

"Doth grant said petition, and doth quash, annul and set aside said writ of *capias ad respondendum*, and doth order the discharge and liberation of said petitioner thereunder, with costs."

JOHNSON, Ch. J. (in Review):—

The defendant, arrested under a *capias ad respondendum*, petitioned for discharge, and alleged as grounds of his petition that the affidavit was defective. A *saisie-arrêt* also issued upon the same affidavit, and there was another petition as to that. The same grounds substantially were alleged in both petitions, and judgment was given quashing both writs. The plaintiff inscribes here, and we have to consider the grounds taken by the defendant with reference to the sufficiency of this affidavit in both cases.

The petition amplified the grounds for liberation, but the judgment noticed only two: First, as regards the *capias*, it was held

that the affidavit did not sufficiently set forth the cause or nature of the indebtedness, several causes of action for a *similar* amount being set forth, rendering it uncertain what was the real cause of action. Then, as regarded the *saisie-arrêt*, it was held that the time of the secretion, whether before or after the indebtedness, did not sufficiently appear. Let us see the terms of this affidavit. It said that "The defendant is personally indebted to the said "Pike River Mills Company in a sum exceeding forty dollars "currency, to wit, in the sum of $9476, as and for the price and "value of goods, wares and merchandise by the said company "sold and delivered to the said defendant and at his request at "Notre Dame de Stanbridge, in the district of Bedford, on and "before the 1st day of January last past—and within five years "previous to said last mentioned date—and as and for moneys "paid and advanced by said company to and for the said William "H. Priest (defendant) and for his profit and advantage and at "his request, to divers persons named in the statement of account "therewith produced and filed on and before the 1st day of "January then last past;

"And in a like further sum of money for so much money "found to be due and owing by the said defendant to the said "company upon an account then and there, to wit, at Notre "Dame de Stanbridge, in the district of Bedford, on or about "the said 1st day of January then last past, stated between "them;

"And for a like further sum of money due and owing for in- "terest accrued upon large sums of money for long periods of "time, forborne according to the usage of trade and the custom "of merchants in that behalf and according to an agreement "had and made between the said parties;

"All which said several sums of money said defendant then "and there acknowledged to owe and promised to pay, etc.; and "the said sums of money amounting to the aforesaid sum of "$9,476, are overdue and unpaid; and the said defendant being "so indebted to said plaintiff has secreted and made away with "his property and effects with intent to defraud his creditors in "general and the plaintiff in particular."

Two things are apparent from the reading of this affidavit, which are, in my opinion, decisive of the invalidity of the holding in the Court below. In the first place the several causes of indebtedness in this sum of $9,000 odd, are alleged in express terms, to refer to the one and same sum of money. Therefore,

the ground taken by the Court below, viz., that several causes of action for a *similar* amount are set forth, and so lead to uncertainty, vanishes, and it appears by the express words used that the several causes, etc., refer not merely to a *similar* amount, but to the one identical same amount alleged to be due, that is the $9,476, about which, therefore, there can be no uncertainty at all. All the deponent has done is to accumulate various forms of statement of the same debt, just as they used to be accumulated in declarations with what were called the common counts, but all leading to the one conclusion that the same debt and no more was sought to be recovered by the action, just as the same debt and no more is what the defendant is to be held to give bail for here.

It was argued for the defendant that you could not indict for perjury upon such an affidavit as this. I fail to see that. You could not convict for perjury unless there was knowing and corrupt false swearing, and, therefore, there would be no perjury here unless these several statements referred to several debts while only one was due, which they clearly do not. This point is not new. An affidavit to hold to bail, though bad in part, may be efficient for the remainder. (See *Patterson et al.* v. *Burne*, 3 Rev. de Lég. 347). In *Green* v. *Hatfield* (12 L. C. R. 115) it was held that an affidavit may contain several different averments of debt inconsistent with one another, and is not void because one of them is insufficient. In the present case we have an averment of the defendant's promise to pay. That alone would be sufficient, according to the holding in *Kenny* v. *McKeown*, 9 L.C.J. 104. The case of *Maguire* v. *Link*, 16 L.C.R. 372, cited for the defendant, is plainly against him. In the judgment of the Court no reasons are given; but in the summary prefixed to the report (by whom reported I do not know), it is stated to be that the affidavit was bad for not directly stating that the money paid, laid out and expended was so paid to the use of the defendant. If this is correct, the case would not apply here at all; but whether or no, the case of *Prior* v. *Lucas* cited by Mr. Justice Williams in giving judgment in *Jones* v. *Collins* (5 Dowl. Rep. 533) seems to uphold the view we take in the case before us.

Objection was also made to the mention in the affidavit of an account which it alleged was produced along with it, while none was, in fact, produced. We see nothing in that. A reference to proof other than that required by the statute—which is only the oath of the creditor or his agent—need not have been made, and, there-

fore, its absence is immaterial. The case of *St. Michel* v. *Vidler* (M. L. R., 1 S. C., p. 164), a case very much resembling the present one, decided that point.

We, therefore, hold the affidavit to contain the essential allegations of the debt, the amount, and the promise to pay. We further hold that the allegation of secretion is sufficient, and we dismiss the petitions to quash both as regards the *capias* and the *saisie-arrêt*.

The judgment of the Court of Review is as follows:—

"Considering that there is error in the judgment of the Court below, rendered on the 9th of June, 1891, doth reverse the same, and proceeding to render the judgment that the Court below should have rendered;

"Considering that the defendant petitioned to be liberated from arrest under a *capias ad respondendum*, and also to quash the writ, as well as to quash the writ of *saisie-arrêt* in the said cause issued;

"Considering that the plaintiffs contested both petitions;

"Considering that the grounds of said petitions and of each of them are insufficient to obtain the conclusions thereof; that there is no uncertainty as to the amount alleged by the plaintiffs' affidavit to be due to them, and for which both writs were issued, and further that the alleged secretion is sworn to have taken place after the defendant was so indebted to the plaintiffs;

"Doth maintain the plaintiffs' contestation of both the said petitions, and doth dismiss both said petitions, with costs in this Court and the Court below."

Judgment reversed.

Baker & Martin for plaintiffs.

J. O. McCorkill for defendant, petitioner.

THE PARKMAN-WEBSTER CASE.

On December 27, 1849, the city of Boston was startled with the news that portions of a human body had been discovered underneath the chemical laboratory of Professor John W. Webster in the medical college, which then stood in North Grove Street, and that Professor Webster himself had been arrested and incarcerated in Leverett Street Gaol on suspicion of having been concerned in the murder which had obviously been committed. The excited populace had, however, no idea that the discovery which interested and agitated it that winter morning

would lead to one of the strangest cases of the identification of human remains in the whole history of crime.

In the early part of the preceding November, Professor Webster had become indebted to Dr. George Parkman, one of his colleagues, for a sum of nearly $500, the repayment of which was secured by two promissory notes and a mortgage. Dr. Parkman had called at the college on the 23rd of that month to press his debtor for payment, and had on the same day mysteriously disappeared. His friends received a number of anonymous letters and messages (afterwards proved to have been despatched by Dr. Webster) containing all sorts of suggestions and explanations with regard to his disappearance. But none of the clues led to any unravelling of the skein. The offer of a reward of $1,000 yielded better results. North Grove Street College was built upon walls which rested upon piles, and the tide ebbed and flowed through apertures below the basement floor between the compartments formed by the walls. One of these compartments was a vault underneath Professor Webster's laboratory. It occurred to the ingenious mind of a man named Lichfield, one of the college servitors, that Dr. Parkman's body might possibly be secreted in this vault. He forced his way through to it with the aid of a crowbar, and found, not Dr. Parkman's whole body, but certain portions of human remains—a stomach, a right leg, and a right thigh. The police at once arrested Professor Webster, and thoroughly searched his rooms in the college. Fresh discoveries of importance were soon made. In a nook in the laboratory a tea-chest was found which contained a man's back and ribs, and in between the ribs there was thrust a left thigh. These were covered over first with tan, and above that was a layer of mineral substances. Bloodstains were traced from the counter in the lecture-room to a trapdoor communicating with the vault in which the first remains had been found. A pair of black-ribbed trousers with the name of Professor Webster written upon them, a pair of slippers and a saw belonging to him, upon each of which there were marks of blood, were also detected; and the soles of the slippers bore the appearance of having been used in treading down tan. But the most important discovery of all was a set of artificial teeth. When Professor Webster was put upon his trial the prosecution called as one of their principal witnesses an American dentist, who deposed that he had been consulted by Dr. Parkman professionally, and that the deceased gentleman's mouth had a peculiar deformity which forcibly

attracted his attention. He then produced the model from which the set of teeth made for Dr. Parkman had been prepared, and the teeth found in Dr. Webster's laboratory fitted them to the smallest and most unusual points of peculiarity. The fact that Professor Webster had in his possession the securities for his debt without being able to show that it had been discharged, made the case for the prosecution circumstantially complete. The jury which tried him brought in a verdict of guilty after ten minutes' deliberation, and he was sentenced to death. By an extraordinary procrastination on the part of the Government, five months were allowed to elapse between the conviction and the execution of the criminal—a phenomenon which may yet be witnessed in England when a Court of Criminal Appeal is established. Like all scoundrels of his class, Professor Webster spent the greater part of his days of grace in a pitiable attempt at once to prepare for the next world and to clear his reputation in the eyes of society. He admitted that he had killed Dr. Parkman, but alleged that he had done so in a fit of passion provoked by the taunts of the deceased. The American Executive declined, however, to accept this specious excuse or to stay the arm of justice. Dr. Webster was duly executed, and no doubt can remain in the mind of any reasonable man who studies the facts of the case that he murdered Dr. Parkman with the express purpose of gaining possession of the evidences of his indebtedness without discharging it.—*Law Journal* (*London.*)

RESPONSIBILITIES OF RAILWAY COMPANIES.

Damage was done in transit to a consignment of goods sent by plaintiffs from London to Manchester on the line of the Great Northern Railway (defendants). The plaintiff sued in the Manchester County Court to recover this damage. The goods in question, however, were electrical fittings in china and porcelain, which were packed in four cases, and, it transpired, were described as hardware and sent at the company's risk. The company maintained that the packing was insufficient, and that the goods were wrongly described for the purpose of securing to the plaintiff a cheap rate of carriage. The judge apparently took this view, and non-suited the plaintiff (*Connelly* v. *The Great Northern Railway Company*). He pointed out that the company's servants would not handle with the same care goods which they understood to be hardware as they would a case of china.

In a case before the Liverpool County Court the plaintiff's cart with a load of straw was passing over a bridge when the defendants' locomotive underneath emitted a number of sparks, with the result that the straw blazed up, and so rapid was the destruction of the straw and cart that the horses were barely saved. Counsel for the plaintiff referred to the liability of railway companies in such cases, saying a company was bound to construct its locomotives with all appliances known to science for the purpose of preventing the emission of sparks. If this were done a plaintiff had to establish negligence on the part of the driver or stoker. He urged that in this case the great quantity of sparks emitted was in itself evidence of negligence. Counsel for the defence submitted that, unless the plaintiff could satisfy a jury that there was negligence on the part of the company's servants, the mere fact of sparks being emitted and setting fire to the straw in question would not establish the liability of the company. The best-constructed engines emitted sparks occasionally, and when this was not due to carelessness there was no liability at law. His Honour endorsed the views of the defendants' counsel that, the construction of the engine not having been questioned, there was no liability on the part of the defendants, unless the plaintiff could show there had been carelessness in working the engine. The jury, however, found for the plaintiffs for the full amount claimed.—(*Rimmer* v. *The London and North-Western Railway Company*).

PROCEEDINGS IN APPEAL.—MONTREAL.

Tuesday, November 15, 1892.

Ouellette & Corporation de Lachine.—Heard—C.A.V.
Desrosiers & Cameron.—Settled out of Court.

Wednesday, November 16.

Burland & Crilly.—Heard.—C.A.V.

Thursday, November 17.

Smith & Davis.—Heard—C.A.V.
Filiatrault & Goldie.—Heard.—C.A.V.
Mitchell & Trenholme.—Heard.—C.A.V.

Friday, November 18.

Rough & E. T. Bank (Two cases).—Part heard.

Saturday, November 19.

Rough & E. T. Bank.—Hearing closed.—C.A.V.
Letang & Piché.—Part heard.

Monday, November 21.

Letang & Piché.—Hearing closed.—C.A.V.

Tuesday, November 22.

Lafond & Corporation de la paroisse de St. George de Henryville. (Two cases).—Heard.—C.A.V.

Pepin & Touchette.—Part heard.

Wednesday, November 23.

Pepin & Touchette.—Hearing closed.—C.A.V.

Pepin & Chamberland.—Heard.—C.A.V.

Thursday, November 24.

McCarthy & Renouf.—Part heard.

Friday, November 25.

Belair & Filiatrault.—Hors de cour.

McCarthy & Renouf.—Hearing continued.

Saturday, November 26.

Campbell & Riendeau.—Judgment of Circuit Court, Terrebonne, May 16, 1891, confirmed.

Fogarty & Fogarty.—Judgment of Superior Court, Montreal, Gill, J., Nov. 3, 1890, confirmed.

St. Lawrence Sugar Refining Co. & Ives.—Appeal from judgment of Superior Court, Montreal, Loranger, J., May 12, 1890. Judgment reformed and reduced to $700, with costs in favor of respondent in Court below; costs of appeal against respondent.

Legault dit Deslauriers & Boileau.—Judgment of Superior Court, Montreal, Pagnuelo, J., March 20, 1891, confirmed.

Auger & Cornellier.—Judgment of Court of Review, Montreal, May 30, 1891, confirmed.

Molleur & Ville de St. Jean.—Judgment of Superior Court, Iberville, Chagnon, J., Feb. 20, 1892, confirmed.

Bury & Murphy.—Judgment of Superior Court, Montreal, Wurtele, J., Sept. 8, 1890, confirmed.

Doutre & Bourbonnais.—Judgment of Superior Court, Beauharnois, Belanger, J., April 7, 1891, confirmed.

Montreal Watch Case Co. & Bonneau.—Judgment of Superior Court, Montreal, Loranger, J., May 20, 1890, confirmed.

Appeals declared abandoned :—Lockerby & McCaffrey ; Mooney & Sicotte; Poulin & Fatt; Rolland & Laframboise.

McCarthy & Renouf.—Hearing closed.—C.A.V.

The Court adjourned to Dec. 23.

INSOLVENT NOTICES.

Quebec Official Gazette, Nov. 19 *&* 26.

Judicial Abandonments.

BERNARD, Jos. S., Cap St. Ignace, Nov. 19.

DESCHESNE, Anna, doing business as Bellay & Co., Fraserville, Nov. 10.

HEBERT, Calixte, St. Clothilde de Horton, Nov. 11.

THOMPSON, Wm. et al., doing business as "The St. Timothée Manufacturing Company," Montreal, Nov. 16.

UPTON Shoe Company, Upton, Nov. 15.

Curators Appointed.

ARCHAMBAULT, Narcisse, druggist, Montreal.—C. Desmarteau, Montreal, curator, Nov. 11.

BRASSARD, Louis Jean Bte.—E. A. Piché, Drummondville, curator, Nov. 16.

FORTIN, Louis, Ste. Cunegonde.—T. Gauthier, Montreal, curator, Nov. 11.

HEBERT, Calixte, St. Clothilde de Horton.—A. Quesnel, Arthabaskaville, curator, Nov. 24.

PONTBRIAND, Augustin, St. Guillaume.—C. Desmarteau, Montreal, curator, Nov. 2.

SAVARD, George.—G. Darveau, Quebec, curator, Nov. 15.

TISDALE, Dame Emma, St. John's.—C. Desmarteau, Montreal, curator, Nov. 11.

GENERAL NOTES.

TRIAL BY JURY IN INDIA.—There can be no doubt that the jury system works very badly in India generally, and is almost valueless except as a great factor in educating the masses. In a recent case at Benares a man was tried, by the sessions judge, on a charge of committing a brutal outrage on his sister-in-law, aged eight years. Four out of five jurymen returned a verdict of "not guilty," but the judge refused to accept it, and referred the case to the High Court, who said: "We have read the evidence in this case and the judge's charge. The judge correctly drew the attention of the jury to the material facts and to the law, and having regard to the man's own statement, and to uncontradicted evidence for the prosecution, and to the accused's conduct, we fail to understand how any one of these four jury men, having regard to his oath, could have returned a verdict of "not guilty." If jurymen, in cases so clear as this was, will not do their duty, it may be necessary, for the protection of the public at large and for repression of crimes now tried by juries, seriously to consider the fitness of the jury system for certain parts of the country. In our opinion the guilt of the prisoner was not, on the evidence, open to any doubt whatsoever; and the only explanation of the finding of those four jurymen was a wilful determination on their part not to do their duty. The judge rightly refused to accept that verdict; we set it aside, and convict and sentence the prisoner, under section 376 of the Indian Penal Code, to be rigorously imprisoned for seven years." —*Indian Jurist.*