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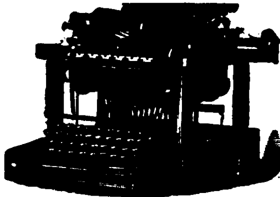

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The Legal News.

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In *Moore* v. *Lambeth Water Works Co.*, the English Court of Appeal, April 17, 1886 (17 Q. B. Div. 462), decided an interesting question of responsibility. A fire-plug had been lawfully fixed in a highway by the defendants. Originally the top of the fire-plug had been level with the pavement of the highway, but in consequence of the ordinary wearing away of the highway the fire-plug projected half an inch above the level of the pavement. The fire-plug itself was in perfect repair. The plaintiff, while passing along the highway, fell over the fire-plug, and was hurt. It was held by the Court of Appeal that, as the fire-plug was in good repair, and had been lawfully fixed in the highway, no action by the plaintiff would lie against the defendants.

On the subject of treasure trove, the Home Office has issued a notification to the effect that, in order to more effectually assist the efforts of antiquarian societies for the preservation of objects of general interest, by asserting the claim of the Crown to coins and antiquities coming under the description of treasure trove, the Lords Commissioners of the Treasury are willing, as an inducement to finders of such articles to promptly report their discoveries to the Government, to so modify existing regulations as to hand over to such finders articles not actually required for national institutions, and the sum received from such institutions as the antiquarian value of the articles retained, subject to a deduction of 20 per cent. from the antiquarian value of such coins and objects as are retained, and of a sum of 10 per cent. from the value of all objects discovered, as may be hereafter determined. This arrangement, remarks the *Law Journal*, is a tentative one, and the complete right of the Crown as established by law to all articles of treasure trove is preserved.

An application was made in England recently to expedite the trial of a case removed on *certiorari*, on the ground that some of the witnesses were old people and might die before the trial came off. This argument would apply to so many cases pending before courts with congested rolls that the application was very naturally refused.

CALLS ON A SHAREHOLDER DISCHARGED FROM HIS DEBTS.

At Manchester, on July 17, before Mr. Justice Smith, sitting without a jury, the case of *The Villa Estate Company* (*Lim.*) v. *Geddes* was heard. It raised the question of the liability of a debtor who has after bankruptcy repurchased his estate from his trustee, for arrears of calls upon shares in a limited company. The defendant was a chemist, and in 1874 became an original subscriber for 150 shares in the plaintiff company, and subsequently applied for and obtained a further lot of sixty shares. The defendant acted as a director and chairman of the company from its formation, but on November 8, 1876, he went into liquidation. On January 2, 1877, he obtained his discharge, and on January 13, 1877, his trustee, in consideration of the sum of 250*l.* paid, reconveyed the defendant's estate to the defendant. The defendant did not return the shares as assets in his bankruptcy, and no notice was given to the company of his liquidation. The trustee took no action with reference to the shares and did not disclaim them. After the reconveyance of his estate the defendant continued to take some part in the management of the affairs of the company, but not to so great an extent as before. Calls upon the defendant's shares had from time to time been made, and by December, 1878, arrears amounting to 469*l.* 7*s.* 8*d.* had accrued upon them. On November 11, 1885, a resolution was passed to wind up the company, which was confirmed upon December 7, 1885. The defendant appeared upon the register as a shareholder, and the liquidator of the company in this action sought to make the defendant liable as contributory for the amount of the arrears of calls upon the shares registered in his

name. It was contended, on behalf of the defendant, that the bankruptcy absolved the defendant from liability upon the shares, and cited in support of his argument 'Lindley on Partnership,' fourth edition, p. 1,181; *Ex parte Pickering, in re Pickering*, 38 Law J. Rep. Bankr. 1; L. R. 4 Chanc. Div. 61, and *In re The Mercantile Mutual Marine Association*, 53 Law J. Rep. Chanc. 593; L. R. 25 Chanc. Div. 415. On behalf of the plaintiff it was contended that the defendant should have made an application to the Court to rectify the register after his discharge, and that, being discharged from his debts at the time of the reconveyance, the bankruptcy was no bar to the claim. The learned judge held that the debt was one provable by the company in the bankruptcy, and gave judgment for the defendant, with costs.—*Law Journal* (London).

COURT OF QUEEN'S BENCH.

QUEBEC, Feb. 5, 1886.

Before MONK, RAMSAY, TESSIER, CROSS, BABY, JJ.

TACHÉ ET AL. (defendants below), Appellants, and TACHÉ (plaintiff below), Respondent.

Community—C.C. 1304—Construction of Codicil.

During the community existing between Sir E. P. Taché and Lady Taché, a considerable sum was expended from the community on houses, propres of the wife, which came to her from the succession of her father and mother. By Sir E. P. Taché's will Lady Taché was made universal legatee en usufruit, and his two sons universal legatees en propriété. After the death of Sir E. P. Taché, an inventory of the community was made, and the amount expended on the propres was established. Lady Taché, by will constituted her sons her universal legatees, and left special legacies to her five daughters, on condition that they should renounce to their share in the succession of the grand parents. Fourteen years later, Lady Taché made a codicil by which she left her economies (meaning her economies after the death of her husband) "après le règlement des dettes de succession" to be divided equally between her daughters.

Held:—1. That the sum expended from the monies of the community on the propres of the wife was, under C.C. 1304, a charge on the wife's share of the community, but the sons being made universal legatees by the will, the effect was to make them creditors and debtors of the sum in question, and the obligation was extinguished by confusion.

2. That the codicil did not revive the claim of the community against the wife's share for the expenditure on the propres. In referring to the "règlement des dettes de succession" in the codicil, the wife meant to include only such debts as she had contracted personally.

Held (by Ramsay and Baby, JJ., diss.):—1. That the bequest by the codicil was of certain economies made by the testatrix, and that as she only possessed her share of the community formerly existing between her and her husband less the recompenses with which such share was chargeable by law, no portion of such recompenses could be an economy of the testatrix.

2. That there was no confusion of the qualities of debtor and creditor in the persons of the sons as regards the amount in question, for there was no debt and no credit to be confused.

RAMSAY, J. (*diss*).—M. Morency and his wife were married under the *régime de la communauté*, and by their contract of marriage there was a stipulation of *ameublissement de tous leurs propres*.

Their daughter, the late Lady Taché, at the time of her death, was possessed, as sole heir of her mother, of one half of the property forming the *communauté* formerly existing between her father and mother, and of the other half in usufruct under the will of her late father, the property of the father's share being substituted in favour of the children of Lady Taché. Three lots of land in the City of Quebec, which indirectly give rise to this litigation, formed part of the bequest and succession referred to. Lady Taché was also in community with her late husband, by whose will she was instituted

his universal legatee in usufruct. During the marriage of Sir Etienne and Lady Taché, a sum of $13,439.80 was expended in *impenses nécessaires*, on the three lots of land in question. By the will of Lady Taché, she instituted, as her universal legatees, her two sons, Eugène and Jules Taché, subject to the charge of paying " à dame Hélène Taché, " épouse de J. C. Coursol (la demanderesse), " la somme de £700, (égale à $2,800,) argent " courant, mais à la condition expresse, sans " quoi le présent legs n'aurait pas eu lieu, " qu'elle, la dite dame Hélène Taché, renonce- " ra en faveur d'Eugène et Jules Taché, (les " défendeurs,) ou leurs représentants, à la part " qu'elle peut prétendre dans les immeubles " légués en propriété par mon père, (le père " de la testatrice,) feu Joseph Boucher dit " Morency, à mes enfants et qu'elle renonce " aussi à toutes réclamations qu'elle pourrait " avoir au sujet des dits immeubles ou re- " venus d'iceux : et, si elle néglige ou refuse " de renoncer comme susdit, dans l'an et " jour à dater de mon décès, je veux et or- " donne que mes deux fils sus-nommés, " soient entièrement déchargés de la dite " obligation, de lui payer la susdite somme."

To this will she made a codicil, altering its dispositions to some extent, as follows :— " Troisièmement, si après le réglement des " dettes de ma succession, le paiement de " mes funérailles et la translation des restes " de feu mon mari, Sir Etienne Paschal " Taché, de l'ancien cimetière au nouveau, " du transport du monument, qui recouvre " sa tombe actuelle, au lieu et place de sa " tombe future, et après l'achèvement du dit " monument, s'il reste quelques argents de " mes économies, ils devront être distribués " à parts égales à mes filles ou à leurs des- " cendants, de la manière suivante : à ma " fille Hélène Taché, (la demanderesse,) " épouse de Charles Coursol, écuier, membre " du Parlement du Dominion, à ma fille " Laure Taché, épouse de Narcisse Gauthier, " écuier, notaire, à Adèle Taché, aux enfants " de feue Sophie Taché, épouse d'Albert " Bender, écuier, avec jouissance en faveur " du dit Albert Bender, sa vie durante, et " aux enfants de feue Eliza Taché, en son " vivant épouse de Joseph Marmette, avec " jouissance en faveur du dit Joseph Mar- " mette, sa vie durante :

" Cinquièmement, je déclare par le présent, " que les legs, ci-dessus faits, étant faits " comme ceux entrés dans mes testament " et codicile susdits, aux conditions expres- " sément stipulées dans les dits testament " et codicile, et devant être de nul effet dans " le cas où les légataires s'opposeraient à " l'accomplissement des dites conditions."

Madame Coursol and the other respondents took under Lady Taché's will and codicil, and consequently it becomes a question what forms her *économies*, after all her debts are paid. The only contestation between the parties is as to one-quarter of the $13,439.80 expended on the three lots, and the small sum of interest on the said quarter.

It is argued by the appellants that Lady Taché was indebted to the *communauté* between her and her late husband, for one half of these *impenses*, but they admit that as she was only *nue-propriétaire* of one half, in dealing with the heirs she could only be held liable personally for quarter, and they therefore only deduct this quarter from the *economies*.

The respondents contend that it was not her debt, for she owed it to no one, and that as appellants were universal legatees of both Sir Etienne and Lady Taché, there was a confusion of the quality of debtor and creditor, so that there was an extinction of the debt.

It appears to me the proposition of the respondents is based on a fallacy. What we have to enquire is what Lady Taché intended to leave to her daughters. In the will it is described as "*quelques argents qui restent de mes économies*," after the payment of her debts. Of course it conld not be an economy after the payment of the debts of her succession unless it was in excess of her liabilities; but what we have to enquire is whether it was in any ordinary sense an economy. The real difficulty arises from embarrassing the consideration of the question by the word debts. Evidently the $3,359.95 could not be one of her debts. It was never in her possession at all. It was so much less she took in the *communauté*, and while she lived, she had the use of all her husband's property, because she was his universal legatee in usufruct, and therefore no practical question was likely to

arise; but that did not alter her share of the *communauté* as *commune*. The rights acquired under Sir Etienne Taché's will terminated with her death, and her sons took their grand-father's succession from his will and their mother's succession from hers, and of course, there was confusion of a kind in their persons, but this is neither here nor there in this action. I think then that, not only by the express terms of Lady Taché's will, but by all the circumstances of the case, she intended to leave her daughters the excess of her revenues over her expenditure, after paying her debts and certain charges enumerated in the clause of the codicil quoted at length.

The principle on which the question of interest turns is decided by the decision on the first point. It is a mere question of accounts how it arises. I presume the interest is charged on the sum in question, credit having been given in some other way.

There is also a question of *procédure*. It is said by respondents,—you, the executors, are called upon to account, instead of that, the *reddition de compte* is by the executors, and by one of them a universal legatee and by the other universal legatee, and this is done with the view of urging rights which, as executors, you could not have urged. I cannot see the matter in this light. By the very reasoning the respondents invoke, the presence of the two universal legatees in the proceedings as to the account, is a security for them. It has no other effect than this. It gives the appellants no other rights than what might have been urged by the executors as such. What respondents had a right to, was an account of economies, and if what they now ask was not an economy, they cannot have the account reformed in the way they desire whether they are in face of the testamentary executors, as such alone, or in face of all the interested parties together. Besides, as an abstract question, I think the universal legatees had a right to be present in the contestation now raised, and to urge specially anything they had to say. They have not exercised this right, because the testamentary executors say this is not an economy, and this is the whole issue. I would therefore reverse. (1)

BABY, J., also dissented.

TESSIER, J. (for the majority of the Court).—Il s'agit de l'interprétation d'un testament en rapport avec les règles de la communauté entre époux, après leur décès.

Sir Etienne P. Taché et Lady Taché se marièrent en 1820, sous le régime de la communauté légale, suivant la coutume de Paris, ainsi qu'il est exprimé en leur contrat de mariage du 17 juillet 1820.

Ils ont laissé des biens considérables formant partie de cette communauté, et de plus trois immeubles (maisons) en la basse-ville de Québec, biens propres de Lady Taché, lui provenant de la succession de ses père et mère, M. Joseph Morency et Dame Angélique Fraser. Sur ces propres, la communauté a fait des impenses au montant de $13,439. C'est sur ce point que s'est élevé le procès actuel entre les fils et les filles de Sir et Lady Taché, pour savoir sur qui retombe la charge de supporter ou rembourser ces impenses.

Sir E. P. Taché est mort à sa résidence à St. Thomas de Montmagny, le 31 juillet 1865. Par son testament du 24 juillet même année, il institua Lady Taché, sa légataire univer-

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(1) There are so many facts to be borne in mind, it is difficult to make the question clear in an abstract form. The particular case is perfectly simple. In the inventory of the *communauté* between Sir Etienne Taché and his wife, there were *impenses nécessaires*, on the *propres* of the wife, to the amount of $13,439.80. In the *partage* one half of this outlay $6,719.90 necessarily was charged to her—that is she got that less, because the whole was a charge of the *communauté*. Lady Taché's succession, dealing with her children, who were substituted to one half of these three lots, by the will of their grand-father, were obliged to pay one half of the $6,719.90, (at least so they admit), therefore Lady Taché's share was only $3,359.95, and therefore she had made an economy of a like sum by paying the debt of another solvent person. The respondents say, no part of these *impenses* was her debt. That is not the question but whether it was an economy? It was not her debt, for it was settled by the *partage*, and it signifies nothing whether she enjoyed the usufruct of the *communauté* under her husband's will or not. The shares of the *communauté* did not alter by her having the usufruct. What appellants really ask is that a sum of money Lady Taché never possessed shall be considered as one of her economies.

selle en usufruit, et ses deux fils, Eugène et Jules, ses légataires universels en propriété, à la charge par ces derniers, de compter à chacune de leurs sœurs une certaine somme comme legs à titre particulier.

En 1868, Lady Taché fit procéder d'une manière régulière, par le notaire Beaubien, à l'inventaire des biens de sa communauté avec son mari, dans lequel fut constaté l'existence des biens propres de Lady Taché, et les impenses faites par la communauté sur ces propres au montant de $13,439. Cet inventaire, dûment clos, a eu l'effet de dissoudre cette communauté.

Lady Taché a survécu jusqu'en 1883, et a fait des économies avec ses revenus.

Par son testament en date du 10 septembre 1869, Lady Taché, née Sophie Morency, a institué pour ses légataires universels Eugène et Jules Taché, ses deux fils, à la charge par eux de payer entre autres choses "à Dame Hélène Taché (la demanderesse), épouse de J. C. Coursol, la somme de £700 (égale à $2,800) argent courant, mais à la condition expresse, sans quoi le présent legs n'aurait pas eu lieu, qu'elle, la dite dame Hélène Taché, renoncera en faveur d'Eugène et Jules Taché, (les défendeurs), ou leurs représentants, à la part qu'elle peut prétendre dans les immeubles légués en propriété par mon père, (le père de la testatrice), feu Joseph Boucher dit Morency, à mes enfants, et qu'elle renonce aussi à toutes réclamations qu'elle pourrait avoir au sujet des dits immeubles ou revenus d'iceux ; et si elle néglige ou refuse de renoncer comme susdit, dans l'an et jour à dater de mon décès, je veux et ordonne que mes deux fils sus-nommés, soient entièrement déchargés de la dite obligation de lui payer la susdite somme."

Si les choses en étaient restées là, il semble assez évident que les deux fils étaient légataires universels du père et de la mère, et comme tels, ayant l'universalité des biens de la communauté et autres biens à la charge de legs particuliers à leurs cinq sœurs, étaient tenus de payer les dettes et confondaient en eux la qualité de créanciers et débiteurs des impenses en question. De droit, ces impenses se prennent sur la communauté. C'est la liquidation et partage d'une société conjugale, comme les Romains l'appelaient, et que nous appelons communauté.

Mais ce qui est venu créer la difficulté qu'il faut résoudre, c'est un codicille de Lady Taché. Par ce codicille, en date du 16 avril 1883, la dite dame testatrice ajouta à son susdit testament les dispositions suivantes : "que les circonstances et les changements opérés depuis l'époque susdite, m'obligent d'amender :" dit-elle. Savoir entre autres : "Troisièmement, si après le règlement des dettes de succession, le paiement de mes funérailles et la translation des restes de feu mon mari, Sir Etienne Paschal Taché, de l'ancien cimetière au nouveau, du transport du monument qui recouvre sa tombe actuelle au lieu et place de sa tombe future, et après l'achèvement du dit monument, il reste quelques argents de mes économies, ils devront être distribués à parts égales à mes filles ou à leurs descendants de la manière suivante : à ma fille Hélène Taché (la demanderesse), épouse de Charles Coursol, écuier, M.P., à ma fille Laure Taché, épouse de Narcisse Gauthier, écr., notaire, à Adèle Taché, aux enfants de feue Sophie Taché, épouse d'Albert Bender, écr., avec jouissance en faveur du dit Albert Bender, sa vie durante, et aux enfants de feue Eliza Taché, en son vivant épouse de Joseph Marmette, avec jouissance en faveur du dit Joseph Marmette sa vie durante.

"Cinquièmement : je déclare par le présent que les legs, ci-dessus faits, étant faits comme ceux entrés dans mes testament et codicille susdits, aux conditions expressément stipulées dans les dits testament et codicille et devant être de nul effet dans le cas où les légataires s'opposeraient à l'accomplissement des dites conditions."

Dans ce codicille, Lady Taché ne révoque pas son précédent testament, elle laisse ses deux fils légataires universels avec les biens de la communauté, mais elle veut disposer de ses économies, ce qui ne peut s'appliquer qu'à ce qu'elle a économisé depuis qu'elle est maitresse de ses biens, c'est-à-dire, depuis la mort de son mari. Or, elle ne fait pas revivre une créance de la communauté contre sa part de communauté qui se trouve liquidée lors de sa dissolution par les récompenses et rapports qui s'opèrent de par la loi à cette époque.

En parlant du paiement des dettes de sa succession, elle n'a voulu qu'indiquer les dettes qu'elle a contractées personnellement; elle ne fait pas ses filles légataires universelles, mais elle leur fait un legs à titre universel de ses économies, sous la simple condition de payer les dettes de sa succession qui ne sont pas celles de la communauté.

Il y a donc eu erreur des exécuteurs en chargeant cette part des impenses aux filles et en particulier à la demanderesse madame Coursol, et je crois que le jugement ordonnant la réformation de compte quant à elle et la remise de la somme réclamée, est correct.

La position des filles de Lady Taché, semble encore plus forte, parce qu'elles ont été induites par le testament de leur mère à renoncer à la moitié de ses biens propres qui leur advenaient directement par substitution du chef de leur aïeul Joseph Morency.

Lady Taché, par son codicille, n'a pas voulu empêcher l'effet de la loi à l'égard de ces impenses, qui étaient une dette de la communauté et à la charge des légataires universels des biens de cette communauté, qui sont les deux fils appelants en cette cause. Il y a eu confusion de créanciers et débiteurs en leurs personnes dans leur acceptation des biens de la communauté et des legs universels.

Le jugement qui nous est soumis a fait l'application correcte de l'art. 1304, C.C., qui se lit comme suit: "Si au contraire, l'on a tiré de la communauté des deniers qui ont servi à améliorer ou libérer de charges réelles, l'immeuble appartenant à l'un des conjoints, ou qui ont été employés au paiement des dettes personnelles ou par l'avantage exclusif de l'un d'eux, l'autre a droit de prélever, à titre de récompense, *sur les biens de la communauté*, une somme égale à celle ainsi employée."

Le maître de notre jurisprudence, celui dont on a copié les sentences dans le Code Napoléon, et plus tard dans le Code de Québec, explique bien cet article. Pothier, Bugnet, vol. 7, no. 610, page 319: "Le mari ne peut pour les créances qu'il a contre la communauté, *se venger que sur ce qui reste des biens de la communauté, après que la femme a prélevé sur les dits biens, ce qui lui est dû par la communauté.* La femme, quoiqu'elle ait accepté la communauté, n'est tenue de sa part de ce qui est dû à son mari par la communauté, *de même que de toutes les autres dettes de la communauté*, que jusqu'à concurrence de ce qu'elle amende de la communauté."

C.C. 1359: "Le mari ne peut exercer ses reprises que sur les biens de la communauté."

Pothier, Bugnet, vol. 7, page 352, no. 692, bis 3me parag.: "On doit, par l'acte de liquidation, arrêter un total des créances dont chacun des conjoints est créancier de la communauté, et un total des dettes dont chacun des conjoints est débiteur envers la communauté; balancer le total des créances que chacun des conjoints a contre la communauté, avec le total des dettes dont le même conjoint est débiteur envers elle; et déclarer chacun des conjoints, créancier de la communauté pour la somme dont le total de ses créances excède le total de ses dettes, ou débiteur envers la communauté de la somme dont le total de ses dettes excède le total de ses créances."

3 Troplong, contrat de mariage, no. 170, 2me parag: "Avant de liquider ce que les époux se doivent respectivement, il fallait liquider la communauté dans laquelle ils étaient engagés. Les affaires de cette communauté sont distinctes de leurs affaires propres; c'est une tierce personne qui peut leur devoir, ou dont ils peuvent être débiteurs. Pour savoir quel est l'actif, qui doit faire face à leurs dettes personnelles, il était donc nécessaire de constater ce qu'ils avaient à prendre dans la communauté."

Il semble que les principes cités par ces auteurs rencontrent bien l'intention de Lady Taché. En léguant à ses deux fils sa part de biens dans la communauté, elle n'a voulu leur léguer que ce qui en restait après la liquidation des récompenses et indemnités de cette communauté à la date de sa dissolution, et non pas en charger le produit de ses économies faites après la dissolution de cette communauté.

La majorité des juges de cette cour est donc d'opinion de confirmer le jugement rendu en ce sens en Cour Supérieure, le 5 novem-

bre dernier, par l'honorable juge Caron, et de rejeter cet appel avec dépens.

Judgment confirmed;
Ramsay and Baby, JJ., *diss.*

Larue, Angers & Casgrain, for Appellants.
A. Bender, for Respondent.

DURATION OF SOLICITOR'S AUTHORITY.

A question as to the duration of a solicitor's authority to represent his client arose in the recent case of *De la Pole* v. *Dick*, 52 L. T. Rep. N. S. 457, which it is singular should never before have come up for decision. The action was one for administration, and an order was made in it by Mr. Justice Kay for payment into court by the defendant of a sum of £4,390. The defendant having failed to comply with this order, and the plaintiffs being unable to discover his whereabouts, they desired to obtain a charging order upon a reversionary interest to which he was entitled, but for this purpose it was needful to obtain an order in a different form from that originally made, so as to provide for payment to the plaintiff personally. Mr. Justice Kay considered that he could not vary his own order, but he gave the plaintiff leave to appeal, although the time for that purpose had elapsed. The question arose upon this appeal whether the defendant's solicitors on the record, who had acted for him in the proceedings up to judgment, were still so far authorized to act for him that notice of the appeal could be effectually served upon them.

The question was felt by the Court of Appeal to be one of so much doubt that they desired the plaintiff's counsel to bring before them on a subsequent day the authorities bearing on the point, which was accordingly done. No case directly in point could be found, but in an old case reported in Style's Reports, Lord Chief Justice Rolle had laid laid down that a suit is not determined by judgment; "for the attorney after the judgment is to be called to say why there should not execution be made out against his client, and he is trusted to defend his client as far as he can from the execution." This dictum was considered by Lords Justices Cotton, Bowen and Fry, to show that the solicitor on the record after judgment still had a duty to perform to his client in protecting him from execution; and they therefore held that he was a proper person on whom to serve notice of appeal. But the court proceeded solely on the ground that the judgment had not been "worked out by the plaintiff obtaining the fruit of it," and declined to decide whether, if the judgment had been fully executed, the solicitor's authority would for this purpose continue until the time for appealing expired.—*Law Times* (London).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 16.

Judicial Abandonments.

Adolphe Leduc and Zotique Chaput, innkeepers, Montreal, Sept. 10.

Curators Appointed.

Re George Elie Amyot, Quebec.—H. A. Bedard, Quebec, curator, Oct. 9.

Re L. J. Onésime Brunelle, Arthabaska. — P. E. Panneton, Three Rivers, curator, Oct. 9.

Re P. Dauplaise.— A. A. Taillon, Sorel, curator, Oct. 13.

Re Adolphe Leduc and Zotique Chaput.—Maurice Baillargé, advocate, Montreal, curator, Sept. 17.

Re Cyprien Lemaire, Ste. Madeleine. — Kent & Turcotte, Montreal, curator, Oct. 12.

Re Timothy Lamb Louthood, Three Rivers.—Robert Miller, Montreal, curator, Oct. 9.

Re Olivier Proulx, St. Guillaume.—A. A. Taillon, Sorel, curator, Oct. 13.

Re Louis Rouillard, Pierreville.—Kent & Turcotte, Montreal, curator, Oct. 11.

Re L. N. Simoneau, Arthabaska.—Kent & Turcotte, Montreal, curator, Oct. 12.

Re Charles H. Taber, district of Ottawa.—W. A. Caldwell, Montreal, curator, Oct. 9.

Dividends.

Re Canada Co-operative Supply Association. — Second dividend, 35 cents on the dollar, payable Oct. 20, F. B. Mathews and G. R. Grant, liquidators.

Re Dupuis Brien Coutlée & Cie.—First dividend, payable Nov. 10, Kent & Turcotte, Montreal, curator.

Re L. N. Paré.—First and final dividend, payable Nov. 3, C. Desmarteau, Montreal, trustee.

Appointment.

Sévère Rivard, Montreal, advocate, appointed legislative councillor, in the room of the late J. L. Beaudry.

Members Elected to Legislative Assembly.

Hon. J. E. Flynn, Gaspé; Hon. J. G. Robertson, Sherbrooke; Joseph Shehyn, Quebec East; Wm. Owens, Argenteuil; Benj. Beauchamp, Two Mountains; A. L. Demers, Iberville; L. N. Larochelle, Dorchester.

Quebec Official Gazette, Oct. 23.

Judicial Abandonments.

Alphonse E. Désilets, district of Three Rivers, Oct. 16.

Joseph Alphonse Lavigne, trader, Trois Pistoles Oct. 15.

Curators Appointed.

Re James Bailey, Three Rivers.—G. S. Badeaux, Three Rivers, curator, Oct. 20.

Re Joseph Boivin, hardware merchant. — E. J. Angers, N. P., Quebec, curator, Oct. 19.

Re Aubin Duperrouzel, restaurant keeper, Moutreal.—Seath & Daveluy, Montreal, joint curator, Oct. 7.

Re N. Friedman, Lachine.—Seath & Daveluy, Montreal, curator, Oct. 12.

Re P. J. Robert, drygoods merchant, Montreal, an absentee.—Kent & Turcotte, Montreal, curator, Oct. 19.

Re Ludger Trudeau.—C. Desmarteau, Montreal, curator, Oct. 18.

Minutes of Notaries.

Petition by Michael Boyce, N. P., Bedford, for transfer of minutes of late Edouard R. Demers, N.P., Bedford.

Members Elected.

F. G. Marchand, Saint Jean; Alfred Lapointe, Vaudreuil; Edmond Lareau, Rouville; Nazaire Bernatchez, Montmagny; Victor Gladu, Yamaska; Thomas Brassard, Shefford.

GENERAL NOTES.

Purloining a Judge's Salary.—One of the most remarkable cases of forgery by a boy ever known in Philadelphia has just come to light. James Barber, sixteen years old, who lives on the top floor of the Orphan's Court building, is in prison on the charge of larceny and forgery. Detectives Muller and Sharkey on Saturday arrested him in Mount Moriah Cemetery for stealing a warrant for $1,750 belonging to Judge William N. Ashman, and forging the name of the judge and that of City Treasurer Bell in an attempt to have it cashed. The warrant represented the judge's salary for three months, and was delivered by a letter-carrier at the court building on May 26, it having been sent by mail from the auditor-general's office at Harrisburg. The lad either took it from the mail-box or from a table in the judge's room. He then wrote a letter to City Treasurer Bell, saying: "Please give me a check for this warrant, and send by bearer. Yours, W. N. Ashman." Young Barber took the warrant and forged note to Mr. Bell. The warrant was not indorsed, and the lad was told to take it to the judge and have him sign his name on the back. The hopeful forger left, but instead of going to Judge Ashman he stopped at a place in the vicinity, and placed the judicial signature on the back of the paper. He again visited the city treasurer, who, upon carefully scanning the warrant, discovered that the amount was written $1,700 in the body of the warrant, while the figures were $1,750. The lad was again directed to return with the warrant to Judge Ashman, and a letter written by the city treasurer calling attention to the mistake in the warrant was also sent. When a safe place was reached the redoubtable youngster destroyed Mr. Bell's note and composed one of his own. It said: "Please send up your bill. Something's wrong in your account." When the note was delivered to Judge Ashman he was puzzled, and said he would call at the city treasury. When he called there the judge and city treasurer soon learned the true state of affairs. The detectives were immediately employed to catch the thief and forger. Later in the day, seeing that he was baffled, he sent the warrant to Judge Ashman, with a letter signed "Jimmy So-so." When arrested he made a confession.

The Irish bull is sometimes introduced into this country with the most gratifying effect. Baron Dowse, of the Irish Exchequer, let loose some famous specimens when he sat in the House of Commons. Replying to a question relating to some sectarian celebrations in Derry, he is reported to have said: "These celebrations, sir, take place at an anniversary which occurs twice a year in Derry." The other evening we encountered an equally well-developed example of the bull. A member of the English Bar, an Irishman well known in society for his many amiable qualities, was discussing a current topic with considerable animation. He was occasionally interrupted by one of the company, and at length becoming irritated, he addressed his friend with much dignity, and said: "You can interrupt me, surr, when I'm done speaking!"—*Pump Court* (Eng).

Plausible. — Magistrate: "Well, Patrick, what have you got to say about stealing the pig?" Patrick: "Well Y'r Honnor-r, ye see, it was jist this; the pig tuk upon him to sleep in my bit of a garden for three noights, y'r Honn'r-r, and I jist sayzed him for the rint!"—*Judy*.

The gallant Lieutenant Henn, of the Galatea, comes of a family from county Clare, Ireland, which has given many distinguished members to the Irish bar. One of the most famous was Jonathan Henn, who won great renown on the Munster Circuit. He was a very lazy man, and loved the sport of fishing. Once he was asked a question of Latin grammar, and he drolly answered that he had studied the Eton grammar, and eaten grammar is soon forgotten. A Galway attorney went to his lodgings early one morning with a brief of which he was sadly in need. His servant roused him from a sound sleep, saying the attorney wanted particularly to see the counsellor, and Henn roared out: "Tell the attorney to take his brief to the devil." This little story of Jonathan is not inappropriate while the newspapers are recording the sailing exploits of his nautical young kinsman. When Jonathan Henn was roused to action he was a mighty fighter. On the trial of John Mitchell for seditious practices the then veteran leader of the Irish bar, Robert Holmes, made a speech in defence of him which for strength, pathos and eloquence stands unrivalled. Mr. Henn replied in a speech which serves as a model for a prosecutor; it must have been captivating, for Sir Colman O'Loughlin, a renowned lawyer himself, and of counsel for Mitchell, unable to conceal his admiration, clapped Jonathan on the back, and exclaimed, "Munster forever." It is in the blood of the Henns to need stormy weather to bring their best qualities out.—*Albany Law Journal.*

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