The Legal News.

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The vacancy on the Superior Court bench at Quebec, caused by the resignation of Chief Justice Stuart, has been filled by the appointment of Mr. Jean Alfred Gagné, of the district of Chicoutimi. It is a little singular that Mr. Gagné is appointed first a Q.C., and then a judge, *uno ictu*. Seeing that Queen's Counsel are appointed by the half hundred at one time, it does not indicate a vast amount of discrimination, when the particular gentleman eligible for a judgeship is found to have been omitted in the lavish distribution. The changes caused by the resignation of Sir Andrew Stuart are as follows: Mr. Justice Johnson becomes Chief Justice, residing at Montreal. Mr. Justice Casault obtains the position formerly held by Mr. Justice Johnson, with residence at Quebec. Mr. Justice Routhier is transferred to Quebec, and Mr. Justice Gagné succeeds him in the district of Chicoutimi and Saguenay.

The Green Bag (Boston Book Company, publishers) has pursued its entertaining course for a twelvemonth, and we are glad to note that the result has "far exceeded the expectations of both publishers and editor." *The Green Bag* has merited success, and the reader who adds it to his stock of books will not be disappointed. The last issue contains a fine portrait of Mr. Irving Browne, editor of the *Albany Law Journal*.

The accumulation of business in the Supreme Court of the United States is now so great that the average delay between the setting down of an appeal and the hearing of the cause is four years—a delay involving in many cases an absolute denial of justice. During the first twenty years after its organization, in 1790, the average annual number of cases pending was less than 100, and never exceeded 150 till after 1843. During the twenty years from 1862 to 1882 the number of cases docketed at the beginning of each term increased from less than 350 to more than 1,000, notwithstanding the Act of February 16, 1875, raised the minimum limit of appeal from $2,000 to $3,000. At the close of the October term, 1885, 904 cases remained on the docket undisposed of. By cases docketed during the October term, 1886, this number rose to 1,403, of which 455 in all were disposed of during that term, leaving 948 cases undisposed of at the close of the October term, 1886, or a net increase of 44 cases. At the beginning of October term, 1887, the number of cases docketed had risen to 1,044, increased during that term to 1,437; of these 422 in all were disposed of, leaving 1,015 undisposed of at the close of October term, 1887, or a further net increase of 67 cases during that term. At the beginning of the October term, 1888, the number of cases docketed was 1,140, increased during that term to 1,562; of these 417 were disposed of, leaving 1,146 cases undecided at the close of the October term, 1888, or a further net increase of 131 cases during that term. At the beginning of the current October term, 1889, the number of cases docketed was 1,248, since increased to 1,494, being a net increase of 300 cases since the close of the October term, 1886, or less than three years.

Dr. Barnardo, whose name is favourably known in Canada in connection with the transplanting of boys from the English metropolis to the more salutary surroundings of rural and farming life in this country, recently became involved in serious difficulty, and the case may serve to illustrate the jealousy with which the Courts regard any attempt to frustrate their authority. A child of eleven years of age was placed, on September 25, 1888, under the charge of Dr. Barnardo, who afterwards obtained the mother's consent to his being kept at Dr. Barnardo's Home. On November 16 of the same year Dr. Barnardo handed over the child to the custody of a person who took him out of the jurisdiction, and of whose residence Dr. Barnardo was, and remained, ignorant. In March, 1889, application was made on behalf of the mother to Mathew, J., for a writ of *habeas corpus* for the produc-

tion of the child, but was refused. A rule *nisi* having been obtained from the Court Dr. Barnardo's counsel showed cause before the Queen's Bench Division, November 30. The Court (Lord Coleridge, C.J., and Bowen, L.J.) said that Dr. Barnardo had wrongfully handed over the child to another person; that his inability to comply with the writ had been held in *Regina* v. *Barnardo*, 58 Law J. Rep. Q. B. 553; L. R. 23 Q. B. Div. 305, by the Court of Appeal to be no sufficient return to a writ of *habeas corpus* when issued; and that such fact was no answer to an application for the issue of the writ. The rule was therefore made absolute. Dr. Barnardo has long been engaged in the noble work of reclaiming children from the lowest depths of misery and degradation. An eminent English judge, the late Lord Cairns, was, we believe, a friend and patron of the work, which is a sufficient testimonial to the Doctor's honesty and disinterestedness. In pursuing his labours he naturally has not infrequently to encounter the opposition of evil and degraded parents. In the present case he was doubtless actuated by the best motives in permitting the child to pass from his charge to that of another, who was actuated by similar motives in hiding the boy where his mother could not find him. The decision of the Court in holding Dr. Barnardo responsible, will probably force this person to produce the child.

*SUPERIOR COURT—MONTREAL.**

Capias—Secretion—Disappearance of assets.

Held:—(Affirming the decision of Brooks, J.), That a debtor, who in April, 1889, prepared and furnished to his principal creditors a detailed statement of his affairs, showing a surplus of $15,000, and who subsequently, in October of the same year, made an abandonment of his property, with a statement showing a deficit of $20,500, and who failed, at a meeting of his creditors, to give a satisfactory explanation as to the discrepancy, may be arrested on *capias* for secretion, and he is bound to give a reasonable explanation as to the difference, failing which, his petition for discharge will be rejected.—*Eastern Townships Bank* v. *Parent*; and *Hart* v. *Parent*, in Review, Gill, Würtele, Tait, JJ., Dec. 11, 1889.

Railway—Risk incidental to employment—Release and Discharge.

Held:—1. A railway company is not responsible for injury sustained by an employee, whose foot was caught in a frog, where it appears that there was no negligence or fault on the part of the defendants, and the accident was owing to a risk incidental to the plaintiff's employment as a brakesman.

2. Where the plaintiff, as a member of an insurance society in connection with the defendant company, received a sum of money from the society, in compensation of injuries, and in consideration of such payment signed a release and discharge of defendants "from "all claims for damages, indemnity, or other "form of compensation, on account of said "accident," that he was precluded from asking for any further compensation.—*Bourgeault* v. *La Cie. du Grand Tronc*, Taschereau, J., Oct. 29, 1887.

*DECISIONS AT QUEBEC.**

Revendication—Jurisdiction.

Jugé:—1. Le propriétaire de marchandises, qui les consigne pour vente à un facteur dans un autre district, ne peut les saisir-revendiquer entre les mains de ce dernier que par action prise devant le tribunal de son domicile.

2. Le propriétaire ne peut saisir-revendiquer les marchandises consignées pour vente à un facteur, qu' après remboursement des avances faites par ce dernier sur les marchandises. *Gourdeau* v. *Cassils*, C.S., Casault, J., 23 nov. 1885.

Médecin—Commerce de pharmacie—Poisons.

Jugé:—1. Qu'un médecin qui fait le commerce de pharmacie est tenu, comme tout autre pharmacien, de se soumettre aux clauses concernant la vente des poisons, et notamment à l'article 4034, S. R. Q., lorsqu'il vend du poison dans sa pharmacie, sans que ses services de médecin aient été requis;

* To appear in Montreal Law Reports, 5 S.C.

* 15 Q. L. R.

2. Que dans l'espèce, une seule action devait être portée contre le défendeur : la vente d'un seul poison à une personne, même en négligeant de se conformer à chacune des formalités requises par l'article 4034, ne comporte qu'une seule offense.—*L'Association Pharmaceutique* v. *Lefrançois*, Cour des Sessions Spéciales, Chauveau, J.S.P., 7 fév. 1889.

City Corporation—Defective Sidewalk—Accident—Damages—Respective Liability of Corporation and Proprietor—Warranty.

The initiative of repairing or otherwise interfering with the sidewalks in the city of Quebec, is, by law, (C.S.C., ch. 85, secs. 1, 2 and 3; Rev. Stat. Q. art. 4616; 29 Vic. (Q.) c. 57, s. 11,) vested in the city, as a part of its control over the streets, and there is no obligation on, nor even right in, the adjoining proprietors to repair such sidewalks, until notified so to do by the civic officer charged with such duty. Therefore, where the city, being sued in damages for an accident caused by a defective sidewalk, sought to call in the adjoining proprietor in warranty, but failed to allege that the required notice had been given, or that it had been impossible to give the same,—*Held*, that the city alone was liable, and could not maintain an action in warranty against such proprietor.—*Mullins es qual.* v. *City of Quebec*, Andrews, J., Dec. 29, 1888.

Promesse de vente immobilière—Commencement de preuve par écrit.

Jugé:—Dans une action en dommages pour inexécution d'une promesse de vente par le propriétaire réel de l'immeuble dont le titre formel était au nom d'un tiers, l'aveu du défendeur (le propriétaire réel) qu'il avait accepté la proposition d'acheter du demandeur, à la condition que le dit tiers porteur du titre y consentirait, ne constitue pas un commencement de preuve par écrit du contrat de promesse de veute.—*Coulombe* v. *Boulanger*, C. S., Montmagny, Larue, J., 9 mars 1888.

Diffamation—Prescription—Preuve.

Jugé: — 1. La courte prescription des actions pour injures court du jour où le demandeur a eu connaissance que les injures ont été proférées;

2. Le demandeur peut offrir son affirmation sous serment pour prouver qu'il n'a pas connu, avant l'année qui a précédé son action, les injures dont il se plaint.—*Duhaime* v. *Têtu*, en révision, Casault, Andrews, Larue, JJ., 30 nov. 1888. (Renversé en appel, mais sur le fait seulement.)

Contrat—Clause compromissoire—Arbitrage.

Jugé:—1. La clause compromissoire par laquelle les parties à un contrat conviennent que tous les différends qui pourront en résulter, seront décidés par une personne désignée dont la décision ne sera pas sujette à révision par les tribunaux, est nulle et ne lie pas les parties;

2. Lors même qu'une telle convention serait valable, l'arbitre désigné serait tenu de se conformer aux articles du Code de Procédure concernant les arbitrages, et une sentence rendue par lui sans l'observation des formalités qu'ils exigent est nulle.—*Peters* v. *Commissaires du Havre de Québec*, C.S., Caron, J., 8 mars 1889.

QUEEN'S BENCH DIVISION.

LONDON, Oct. 24, 25, 1889.

In re ARBITRATION BETWEEN PYMAN & CO. AND DREYFUS & CO.

Shipping — Charter-party — Demurrage — Lay Days, Commencement of—Completion of Voyage.

Motion to set aside an award.

A charter-party provided that the steamship "Lizzie English" should proceed to Odessa or so near thereto as she could safely get, and there load a cargo of wheat, twelve running days (Sundays excepted) being allowed for loading and unloading, and ten days on demurrage. A dispute having arisen between the charterers and the ship-owners as to the date when the lay days commenced, the matter was referred to an arbitrator, who found the following facts in his award: The "Lizzie English" reached Odessa outer harbour and as near as she could get to a loading berth on December 22, 1888, when the

master gave notice to the charterers that she was ready to receive cargo. The charterers were ready to load the said ship as soon as she got alongside a loading berth at a quay in the inner harbour where the cargo was stored, but not before. There were no practicable means of loading the said ship at Odessa, except at or alongside a quay berth either in the inner or outer harbour.

The harbour-master at Odessa refused to allow the said steamship to go to a loading-quay berth, either in the outer or the inner harbour, until her regular turn came after ships that had previously arrived. There was no custom at Odessa that steamships under charter were only considered ready to receive cargo when moored alongside the quays. The "Lizzie English" was ordered to a quay-loading berth in the inner harbour on January 5; loading commenced on the 10th, and was completed on the 15th.

The arbitrator further found that the lay days expired on January 5, and awarded that the ship-owners were entitled to damages for demurrage and detention.

The COURT (HUDDLESTON, B., and MATHEW, J.) held that the award was good, inasmuch as the lay days commenced to run from the time when the "Lizzie English" arrived as near as she could get to a loading-quay berth in the outer harbour at Odessa. (*Law Journal*, 22 N.C.)

QUEEN'S BENCH DIVISION.

LONDON, Oct. 26, 1889.

THE STEAMSHIP COUNTY OF LANCASTER v. SHARPE & Co.

Shipping—Demurrage—Liability of Consignees under Bill of Lading—Incorporation of Charter-party.

Appeal from the County Court of Liverpool.

The plaintiffs were owners of the steamship County of Lancaster, the cargo of which was deliverable under the bill of lading to the defendants, to whom the property did not pass, on their paying freight "and all other conditions as per charter-party." Demurrage was incurred at the port of loading. On arrival of the ship at the port of discharge, the defendants repudiated all liability for demurrage, and the master delivered to them a part of the cargo consigned to them, retaining the rest under a claim for lien. It was known to the plaintiffs that the defendants were acting as agents for the charterers. The plaintiffs brought an action against the defendants on an implied contract to pay demurrage. The County Court judge nonsuited the plaintiffs, who appealed.

The COURT (HUDDLESTON, B., MATHEW, J.) held that there was no implied contract on the part of the defendants to pay demurrage.

Appeal dismissed.

TRYING LIBEL ACTIONS IN CAMERA.

On November 11, before Mr. Justice Denman and a special jury, the action of *Malan* v. *Young* was called on for trial, to recover damages for alleged libels and slanders by the head-master of Sherborne School against an assistant-master.—The jury having been sworn, Sir C. Russell, Q.C., said that with the consent of Mr. Lockwood, Q.C., in the interest of third parties, he would ask his lordship to try the case *in camerâ*. The Divorce Court had no special power to try cases in that way, and, with the consent of both parties, he would ask that that course should be adopted.—Mr. Justice Denman: "Wilson's Judicature Acts" seems to doubt the power to examine any case *in camerâ*, except in cases affecting lunatics and wards of Court, or where the old ecclesiastical procedure continues, or where a public trial would defeat the object of the action. *Nagle-Gillman* v. *Christopher*, 46 Law J. Rep. Chanc. 60; L. R. 4 Chanc. Div. 173, and *Andrew* v. *Raeburn*, L. R. 9 Chanc. App. 522, where the Court were of opinion they had power, the consent of both parties being immaterial, also to *Mellor* v. *Thompson*, 55 Law J. Rep. Chanc. 942; L. R. 31 Chanc. Div. 55, and *Badische Anilin und Sodafabrik* v. *Levinstein*, 52 Law J. Rep. Chanc. 704; L. R. 24 Chanc. Div. 156, where the Court, being of opinion that a certain patent was valid, gave the defendant leave to state his secret process *in camerâ*; the shorthand-writer's notes being impounded, were cited, whereupon the learned judge said: I will consult some of the other judges before I decide this matter.

—Shortly afterwards the learned judge returned into Court, and said he would try the case *in camerâ*, without a jury, by consent. He had come to the conclusion that he could have ordered such a trial with a jury if it had been desirable. The Court was then ordered to be cleared. Mr. Charles Gould, barrister-at-law, objected to leave the Court. Mr. Justice Denman—On what grounds? Mr. Gould—As a member of the public and the father of sons at school. Mr. Justice Denman—Have you anything to do with this case? Mr. Gould—No. Mr. Justice Denman—Then I must order you to leave the Court, Mr. Gould. Mr. Gould—I protest, my lord. Mr. Justice Denman—I hear your protest, and order you to leave the Court, or I must get the ushers to remove you. Mr. Gould then retired, and the hearing of the case proceeded *in camerâ*.

The *Law Journal* comments as follows:—

The spectacle of a judge discharging a jury and sitting *in camerâ* in one of the Courts of the Royal Courts of Justice with closed doors was startling to lawyers and laymen, and especially to Mr. Charles Gould, who filled the character of both, and left Queen's Bench Court III. protesting. The case of *Malam* v. *Young*, an action for damages for alleged libel by the master of Sherborne School upon an assistant, came before Mr. Justice Denman and a special jury duly sworn to try the issue. Thereupon Sir Charles Russell asked, in the interest of third parties, and with the consent of his learned friend Mr. Lockwood, that the case be tried *in camerâ*. He urged that the Divorce Court had no special power to try cases in that way, and, with the consent of parties, he asked his lordship that this course should be adopted. The first statement is hardly supported by the Statute-book, neither was the request, based on the assumption that the consent of the parties and the assent of the judge were sufficient, at all in accord with the authorities in the books. Mr. Justice Denman proceeded to consult some of his other brethren before he decided the matter, and, on returning into Court, announced that he would try the case *in camerâ* without a jury by consent, and added that he had come to the conclusion that he could have ordered such a trial with a jury if it had been desirable. The course adopted is, therefore, likely soon to lead to the result that a jury without its complement of a listening public will try an action of libel or any other kind of action with closed doors.

The reasons which induced the learned judge to this course are hardly to be found in the precedents cited to him. The words he cited from "Wilson's Judicature Acts,' as the expression of a doubt whether there is such a jurisdiction, were not the expression of a doubt, but the very decided opinion, somewhat watered down by the writer, of the late Master of the Rolls, expressed in the case of *Nagle-Gillman* v *Christopher*, 46 Law J. Rep. Chanc. 60, upon the suggestion made in the opening speech of the plaintiff's counsel that the plaintiff's wife should be examined in private. Sir George Jessel said that he was of opinion that the Court had no power to try any case in private, even with the consent of the parties, except cases which related to lunatics or wards of Court and cases in which the whole object would be defeated by a trial in public, as was suggested in *Andrew* v. *Raeburn*, L. R. 9 Chanc. Div. 522, and cases in which the practice of the Ecclesiastical Courts was preserved under the jurisdiction of the Divorce Act (20 & 21 Vict. c. 85) – namely, suits for nullity of marriage or judicial separation. *Andrew* v. *Raeburn* contained a dictum of Lord Cairns to the same effect, and *Mellor* v. *Thompson*, 55 Law J. Rep. Chanc. 942, was a decision of Lord Halsbury and Lords Justices Bowen and Fry, that if a public hearing of a case would defeat the object of the appeal and render its success useless to the plaintiff, the Court has jurisdiction to hear the case in private without the consent of the defendant. In *Badische Anilin und Sodafabrik* v. *Levinstein*, 52 Law J. Rep. Chanc. 704; L. R. 24 Chanc. Div. 156, the defendant had leave to state a secret process of manufacture in private. No other cases or statutes were cited in Court. The Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 22, destroys Sir Charles Russell's argument that the Divorce Court has no special power to try *in camerâ*.

It provides that, in all suits and proceedings other than proceedings to dissolve a marriage, the Court shall proceed and act and give relief on principles and rules on which the Ecclesiastical Courts have heretofore acted and given relief. That the rules of the Ecclesiastical Courts differed from those of the common law is common knowledge.

These considerations appear to exhaust the cases and arguments addressed to the Court, but there are other authorities which should have been brought to the attention of Mr. Justice Denman. In *Barnett* v. *Barnett*, 29 Law J. Rep. P. & M. 28, Sir Cresswell Cresswell, the founder of the practice in the Divorce Court, of which he was the first judge, explains in measured words, in view of Lord Chancellor Campbell having, when presiding over the full Court, heard two cases in private, that he had proposed a clause in the Divorce Bill providing that the Court, when for the sake of public decency it should so think, might hold its sitting with closed doors, which clause was rejected by Parliament. He added that he should, as was frequently done by other Courts, order women and children to leave the Court. A few days afterwards the judge ordinary sat in *H.* v. *C.*, 29 Law J. Rep. P. & M. 29, with Mr. Justice Williams and Baron Bramwell, and adhered to the same views. His colleagues concurred in the view that the Court was to be considered to have all the incidents of an ordinary Court of justice, one of which is that its proceedings must take place in public, and Baron Bramwell said that the only doubt was that on two occasions the Court had sat in private with the consent of both parties, and without discussion. In 1869, when Sir James Wilde, now Lord Penzance, was judge ordinary, in *C.* v. *C.*, 38 Law J. Rep. P. & M. 37, he declined to allow a suit for a dissolution of marriage to be tried with the consent of the parties *in camerâ*, on the ground that he had no jurisdiction, and added that, by the practice of the Ecclesiastical Courts, suits for nullity alone were heard *in camerâ*. In 1875, in *A.* v. *A.*, 44 Law J. Rep. P. & M. 14, Sir James Hannen expressed the view of Sir Cresswell Cresswell in *H.* v. *C.* as being, "My own impression is that we have no power to hear any case otherwise than in open Court." This passage does not occur in the *Law Journal* report of *H.* v. *C.*, and Sir Cresswell Cresswell is reported to have said merely that he adhered to the opinion he had given in *Barnett* v. *Barnett*. The words cited by Sir James Hannen as the judge ordinary's are very like those given in the report in the *Law Journal Reports* to Mr. Justice Williams —namely: "I am of opinion that we have no power to hear the case except in open Court." These discrepancies seem to throw some doubt on the exactness of the views expressed by Sir James Hannen, that any impression first entertained was afterwards abandoned or removed from the mind of Sir Cresswell Cresswell himself. No doubt Sir James, in *A.* v. *A.*, decided that there might be a sitting *in camerâ* in cases not for dissolution of marriage other than suits for nullity, which is the position of Sir Cresswell Cresswell, Mr. Justice Williams, and Baron Bramwell. The point involves an investigation into the old ecclesiastical practice in the matter, and Sir James says that he did not believe that it appears that the old Courts ever did, in fact, hear a case *in camerâ* merely because it involved the investigation of a charge of unnatural practices. It may be a step from Sir Cresswell Cresswell to Sir James Hannen, but it is a long step indeed from Sir James to the step now taken by Mr. Justice Denman.

RECENT U. S. DECISIONS.

Insurance, Fire—Proofs of Loss—Conditions of policy—Waiver.—(1) In an action on a policy, it appeared that the assured, a few days after the loss, assigned all his property for the benefit of his creditors. The policy provided that the assured, making claim for loss or damage by fire, shall render an account of said loss, "stating the interest and title of the assured, and of all others, therein." *Held*, that a proof of loss stating that at the time of the fire the assured was the sole owner is a sufficient compliance with the requirement of the policy. (2) Where proof of loss states a particular sum as the actual cash value of the property destroyed, such statement is not open to objection as

contradictory because, in explaining the method in which the estimate was made, a result somewhat different from the amount so stated is obtained. (3) Where a policy provides that the company will not be liable thereunder "for loss or damage caused by the working of mechanics, nor for the use of kerosene, unless permitted hereon in writing," a recovery thereon cannot be defeated on the ground that lamps were filled with kerosene by the assured in the evening, and by artificial light, unless it appears that the loss was caused thereby. (4) In an action on a policy which provides that the assured must make diligent effort to save his property, whether any part of the loss was due to his neglect to make such efforts is a question for the jury, and their determination thereof will not be disturbed on appeal. (5) When a policy provides that the proof of loss thereunder must set out the written portions of other policies on the same property, such requirement is substantially complied with by specifying the other policies by name, with the amount of the risks, and describing them as covering the same property, and as concurrent with the policy under which claim is made, the written portions of which were set out. (6) A condition in a policy that the certificate of the notary nearest the fire must be furnished with the proof of loss, if required, is not violated by the neglect of the assured to furnish the certificate, unless the insurer formally required such certificate to be furnished. (7) A statement in the proof of loss that the origin of the fire was unknown is a sufficient compliance with a requirement in a policy that the proof of loss must show when and how the fire originated. (8) In an action on a policy which provided that the assured should, on proof of loss, furnish original and certified copies of bills of invoice, if required by any person appointed by the company, it appeared that the assured made his proofs of loss, and forwarded them to the company; that, forty-five days after, the company notified him his proofs were defective, but made no request for further proof; that subsequently he went to the office of the company with his bills and vouchers, and offered them for examination, or to arrange a day for the examination, which the company refused to do. *Held*, that this was a waiver of the right to demand such bills of invoice, which could not be cured by a demand made four months after the proof of loss was submitted, and fixing no time when such bills should be submitted.—New York Court of Appeals, Oct. 29, 1889. *Jones* v. *Howard Insurance Co.* (Affirming 45 Hun, 594.)

COVERING UP CRIME.

"When I was a young man," said Ira Lee to the writer, "I had a lesson in covering up crime that nearly took my life, and has lasted me ever since; and as I look back on that dark and dreary winter night, it seems like a dream of Rider Haggard's, so full is it of terrible tragedy.

"I had kept a little cross-roads store and sold a little cider to my customers for a long time, when one day an evil genius induced me to add beer to my little stock of merchandise, and I bought a small barrel, and began to sell it in large glasses for a sixpence each. One dark cold night about nine, a tall coarse-looking stranger entered, and called a second time for beer, and grew boisterous, till finally a third glass was drunk, and he became drowsy and stupid.

"He lived some three miles away, and the road was banked high with snow, and dangerous to one in his condition, and I realized it. Finding him almost asleep, and not desiring to turn him out to freeze, I concluded to make up a bed of buffalo robes in the cellar, and let him rest till morning.

"I had made his 'bunk' and led him to the cellar-way all right, when he suddenly stumbled and fell head-first down the stairway, striking on his head on the cellar floor at the bottom, where he lay in a lifeless heap, bleeding terribly, with his head curled under him.

"I hurriedly placed him upon the bed, and was about to apply some restoratives when the store door opened, and I was forced to go up and meet a customer, who stayed and stayed until I thought he never would go, and finally left me.

"Going once more to my man, who lay lifeless and silent, I began to realize the awful risk I was running. Instead of calling

in neighbours to explain it, I went right on to create testimony by digging a grave in the cellar for the victim, and when about two feet deep, I luckily struck water, and that ended the cellar burial.

"The store was near Kenka Lake, and I had a good hand-sled, and determined to dump the body in the lake near the steamboat dock, where it was not then frozen over. Loading the heavy body on the little sled, I started down a back street for the lake side, leaving a bloody trail all the way for detection. What a journey, what a feeling! How the stars brightened, and the window curtains seemed to open; how the sled creaked on the frosty snow! How I looked at every corner; how I realized the awful crime of manslaughter! I shall never forget that agony.

"Going down the last hill to the lake, the corpse slid off the sled, and I began to lift it on again. I had placed the body fairly on the runners; but the face hung downward, and in turning it over, I was startled by the sound, 'What are—you—doing—with—me?' 'Taking you home,' I gasped, as I almost fell prostrate from fright and joy and confusion. In a few minutes more he had revived, and I had cleared myself of a hanging by his coming to life again.

"The motion in the air, the stupor, the limp condition of the body from drink, the roundabout way of covering up crime, saved me, and I may by this lesson save others, from a terrible fate."

The man who told me this incident is living, is married, well-to-do, and no one would dream of his early experience as he now truthfully and freely relates it. — *J. W. Donovan in the Green Bag.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 21.

Judicial Abandonments.

Joseph A. Allard, boot and shoe dealer, Hull, Dec. 11.

Louis Napoleon Boisclair, trader, Nicolet, Dec. 13.

Ambroise De Blois, grocer, St. Sauveur, Dec. 16.

F. X. Lepage, dry goods dealer, Quebec, Dec. 17.

Curators appointed.

Re Théophile Brodeur, hotel-keeper, St. Liboire.—J. Morin, St. Hyacinthe, curator, Dec. 14.

Re A. L. G. Dugal, furrier, Quebec.—H. A. Bedard, Quebec, curator.

Re F. E. Edwards, absentee.—J. A. Nelson, Montreal, curator, Dec. 16.

Re F. Farrand, Hartwell.—Kent & Turcotte, Montreal, joint curator, Dec. 16.

Re P. Gingras & Co., coal dealers, Quebec.—N. Matte, Quebec, curator, Dec. 13.

Re Pierre Avila Gouin, Three Rivers.—Thomas Darling, Montreal, curator. Dec. 13.

Re Gouin & Gouin, Three Rivers.—T. E. Normand, N.P., Three Rivers, curator, Dec. 13.

Re Albert Lefebvre. trader, Laprairie.—A. J. A. Roberge, N.P., Laprairie, curator, Dec, 12.

Re E. Massicotte & Frères.—C. Desmarteau, Montreal, curator, Dec. 16.

Re F. X. Mercier, trader, St. Hyacinthe.—J. Morin, St. Hyacinthe, curator, Dec. 14.

Re F. H. Parsons, trader, Coleraine.—H. A. Bedard, Quebec, curator, Dec. 14.

Re Etienne A. Prevost, trader, Montreal.—J. Frigon, Montreal, curator, Dec. 17.

Dividends.

Re Cyrille Benoit.—Third and final dividend, payable Dec. 31, Bilodeau & Renaud, Montreal, joint curator.

Re Dame Pauline Dreyfus.—First and final dividend, payable Jan. 8, W. A. Caldwell, Montreal, curator.

Re D. & J. McGuire.—Dividend, M. Kennedy, Quebec, curator.

Re P. Morency & Cie.. hardware merchants, Quebec.—First and final dividend, payable Jan. 7, H. A. Bedard, Quebec, curator.

Re Anselme Poulin —First dividend (18c.) payable Jan. 8, A. F. Gervais, St. John's, curator.

Re Robitaille, Bernier & Bernier, Quebec.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Dame Henriette Duhamel vs. Didace Bonnin, contractor, St. Antoine, district of Montreal, Dec. 18.

GENERAL NOTES.

WOMAN-BURNING.—In the *Nation* of September 12th there is a communication on "English Woman-Burning," in which the writer mentions an instance of that punishment in a case of petty treason in 1775. The item was taken from the *Yorkshire Notes and Queries*, and the editor of that journal speaks of the occurrence as "the last case of burning to death probably." But Mr. Pike, in his very valuable History of Crime, vol. 2, p. 379, mentions two later instances, the last case being that of a woman who was burned as late as 1784 for the murder of her husband. Not long after this time the punishment of hanging was substituted by statute for that of burning. This horrible punishment is brought nearer home when we recall the fact that in 1755 an old negro woman was burned in this city on the common opposite the college for poisoning her master. (See a pamphlet entitled "The Trial and Execution of Mark and Phillis," by A. E. Goodell, Jr., published at the University Press in 1883.)—*Harvard Law Review.*

GENERAL INDEX TO SUBJECTS.

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[The cases of QUEEN'S BENCH, MONTREAL, and SUPERIOR COURT, MONTREAL, which are fully indexed in the regular series, are here placed separately under those titles. For matters noticed in departments of CURRENT TOPICS, and GENERAL NOTES, see under those titles in Index.]