

T H E LEGAL NEWS.

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No. 4.

CURRENT TOPICS AND CASES.

In *Bank of British North America & Stewart*, Court of Queen's Bench, Montreal, January 26, 1892, an important question of jurisdiction was decided. The cause of action arose at St. John, New Brunswick. The action against the Bank was purely personal, being for damages, and the question, raised by declinatory exception, was whether the Bank, being a foreign corporation, with head office at London, England, could be summoned at Montreal, and whether service on the manager at the office of the Bank in Montreal was equivalent to a personal service. Art. 27, C. C., says that "aliens, although not resident in Lower Canada, may be sued in its Courts for the fulfilment of obligations contracted by them even in foreign countries." The majority of the Court held that this article gives jurisdiction as to actions in Quebec against foreign corporations. Then, as to the summons at Montreal, Art. 34 of the Code of Procedure says, "in matters purely personal, the defendant may be summoned either (1) before the Court of his domicile; (2) before the Court of the place where the demand is served upon him personally." The majority of the Court held that the principal establishment in the province, of a foreign corporation doing business therein, is its domicile within the meaning of this article. And, secondly, that a service at

such principal establishment is equivalent to a personal service. It was held, therefore, that the Bank was properly summoned at Montreal by service of demand at the office there, although the head office of the Bank is in London, England. Justices Bossé and Blanchet dissented.

In *Merchants Bank of Canada & Cunningham*, Queen's Bench, Montreal, January 18, 1892, the question was whether the endorsers of a promissory note, whose names appeared below that of the payee on the back of the note, were warrantors. These endorsers, by mistake, had not received notice of protest for non-payment, and unless they were warrantors they were discharged. It appeared that the note being taken to the Bank for discount, the Bank required additional names, and the two endorsers, without having been holders of the note, and without having received any consideration, endorsed it for the accommodation of the maker, and to enable him to obtain funds at the Bank. They swore, however, that they did so, having confidence in the solvency of the maker and payee, and not with the intention of becoming warrantors. The Court held the evidence insufficient to destroy the presumption arising from the position of the names on the note, and the endorsers accordingly were freed from liability by the absence of notice of protest.

In *Parker & Langridge*, Queen's Bench, Montreal, January 26, 1892, the Court held that to justify a defence of reasonable and probable cause to an action for malicious prosecution, the circumstances must be such as would produce on the mind of a cautious and prudent man an honest conviction of the guilt of the party he accuses. Where an employer, on receipt of an anonymous letter, the statements of which were not corroborated in any way, caused his foreman to be arrested on a charge of theft, and opposed the liberation of the accused on bail, and it

was not established that any theft whatever had been committed, it was held that the employer had acted without reasonable and probable cause.

In *Sise v. Pullman Palace Car Co.*, Superior Court, Montreal, Tait, J., January 30, 1892, the question was whether a company providing sleeping accommodation for first class passengers carried by a railway company, is liable to the same extent as an inn-keeper or boarding-house keeper, who, under Art. 1814 of the Civil Code, is responsible as necessary depositary for the things brought by travellers who lodge in the house. The Court held that the deposit of articles brought by travellers into a sleeping or parlor car must be considered a necessary deposit, and therefore under Art. 1815, the company is responsible if the things be stolen by the company's servants or agents, or by strangers coming and going in the car, unless it has been shown that the loss has been caused by a stranger and has arisen from neglect or carelessness on the part of the person claiming.

SUPREME COURT OF CANADA.

Quebec.]

OTTAWA, Nov. 16, 1891.

BENNING et al. v. ATLANTIC & NORTH WEST RAILWAY Co.

Expropriation under Railway Act—R. S. C. ch. 109—Discretion of arbitrators—Award.

In a case of an award in expropriation proceedings it was held by two courts that the arbitrators had acted in good faith and fairness in considering the value of the property before the railway passed through it, and its value after the railway had been constructed, and that the sum awarded was not so grossly and scandalously inadequate as to shock one's sense of justice. On appeal to the Supreme Court of Canada :

Held, that the judgments should not be interfered with.

Appeal dismissed with costs.

Laflamme, Q.C., and *Trenholme, Q.C.*, for appellants.

Geoffrion, Q.C., and *H. Abbott, Q.C.*, for respondents.

Quebec.]

OTTAWA, Nov. 17, 1891.

PETERS v. QUEBEC HARBOUR COMMISSIONERS.*Contract—Engineer's certificate—Finality of—Bloc sum contract—Deduction—Engineers, powers of—Interest.*

In a bulk sum contract for various works, executed and performed, and materials furnished on the Quebec Harbour Works, the contractors were allowed by the final certificate of the engineers a balance of \$52,011.

The contract contained the ordinary powers given in such contracts to the engineers to determine all points in dispute by their final certificate. The work was completed and accepted by the commissioners on the 11th October, 1882, but the certificate was only granted on the 4th February, 1886. In an action brought by the contractors (appellants) for \$181,241 for alleged balance of contract price and extra work,

Held, 1st, that although the certificate of the engineers was binding on the parties and could not be set aside as regards any matter coming within the jurisdiction of the engineers, yet that such certificate can be corrected or reformed by the court where it is shown that the engineers have improperly deducted from the bulk sum contract price the sum of \$32,100 for an alleged error in the calculation of the quantities of dredging to be done, stated in the specification, and the quantities actually done.

2nd. That interest could not be computed from an earlier date than from the date of the final certificate, fixing the amount due to the contractors under the contract, viz. 4 February, 1886.

Strong and Gwynne, JJ., were of opinion that the certificate could have been reformed as regards an item for removal of sand erroneously paid for to other contractors by the commissioners and charged to the plaintiffs.

Appeal and cross appeal allowed with costs.

Osler, Q.C., & Cook, Q.C., for appellants.

Irvine, Q.C., & Stuart, Q.C., for respondents.

Quebec.]

OTTAWA, Nov. 17, 1891.

PETRY et al. v. CAISSE D'ECONOMIE.

Bank Stock—Substituted property—Registration—Arts. 931, 938, 939, C. C.—Shares in trust—Conditio indebiti—Art. 1047, 1048, C. C.

The curator to the substitution of W. Petry, paid to the re-

spondents the sum of \$8,632, to redeem 34 shares of the capital stock of the Bank of Montreal entered on the books of the bank in the name of W. G. P. in trust, and which the said W. G. P., one of the *grevés* and manager of the estate, had pledged to respondent for advances made to him personally. H. P. *et al.*, appellants, representing the substitution, by their action seek to be refunded the money which they allege the Rev. J. P., one of them, had paid by error as curator to redeem shares belonging to the substitution. The shares in question were not mentioned in the will of William Petry, and there was no inventory to show they formed part of the estate, and no *acte d'emploi or remploi* to show that they were acquired with the assets of the estate.

Held, affirming the judgments of the courts below, 1st. *Per Ritchie, C.J., & Fournier & Taschereau, JJ.*, that the debt having been paid with full knowledge of the facts the plaintiff could not recover.

2nd. *Per Strong & Fournier, JJ.* That bank stocks cannot be held as regards third parties in good faith to form part of substituted property on the ground that they have been purchased with monies belonging to the substitution, without an act of investment in the name of the substitution and a due registration thereof. Arts. 931, 938, 939 C. C. (*Patterson, J.*, dissenting).

Appeal dismissed with costs.

Irvine, Q.C., & Stuart, Q.C., for appellants.

Hamel, Q.C., & Fitzpatrick, Q.C., for respondents.

New Brunswick.]

OTTAWA, June 22, 1891.

McKEAN v. JONES.

Practice—Proceedings in equity—Parties.

C., who had a suit pending on certain policies of insurance, assigned to defendant all his interest in said suit and said policies, and being indebted to B & Co., he gave them an order on defendant directing the latter to pay B. & Co. the balance coming from the insurance claim after paying what was due to defendant himself. B. & Co. indorsed the order and delivered it to plaintiff, who presented it to defendant, and defendant accepted it by writing his name across the face. B. & Co. afterwards gave plaintiff a written document stating that, having been informed that the order was not negotiable by indorsement, in order to perfect plaintiff's title they assigned and transferred to him the order, and made him their attorney, in their name, but for his own benefit, to collect the same.

The insurance monies having come into the hands of defendant he refused to give plaintiff an account or pay what was due to him, but stated that prior claims had exhausted the money. In an action for an account and payment the defendant demurred claiming that both C. and B. & Co. should be made parties. The demurrer was overruled and the same objection was raised in the answer. On appeal the question of want of parties was the only one argued.

Held, affirming the judgment of the Court below, Strong, J., dissenting, that the question was *res judicata* by the judgment on the demurrer; if not, the judgment was right as neither C. nor B. & Co. were necessary parties.

Appeal dismissed with costs.

Blair, A. G., and *Hazen* for appellant.

Weldon, Q. C., for respondent.

Manitoba].

OTTAWA, Nov. 16, 1891.

RURAL MUNICIPALITY OF CORNWALLIS v. THE CANADIAN
PACIFIC RAILWAY Co.

*Taxation—Exemption from—Lands sold or occupied—Crown
lands—Locus.*

By the charter of the C. P. R. Co. the lands of the company in the North West Territories, until sold or occupied, are exempt from Dominion, Provincial or municipal taxation for twenty years after the grant thereof from the Crown.

Held, affirming the judgment of the Court of Queen's Bench (Man.),

1. That an agreement to sell any of said lands, which has not been completed and no conveyance of which has been executed, does not take away the exemption, to effect which the land must be actually sold.

2. The exemption attaches to land allotted to the company before as well as after the patent is issued by the Crown.

3. Lands situate in the North West Territories do not lose the exemption by being afterwards incorporated within the boundaries of the Province of Manitoba on an extension thereof.

Appeal dismissed with costs.

Robinson, Q. C., and *Crawford* for the appellants.

S. H. Blake, Q. C., for the respondents.

Ontario.]

OTTAWA, Nov. 16, 1891.

QUIRT V. THE QUEEN.

Constitutional Law—Validity of Dominion Acts—31 V. c. 17 (D)—33 V. c. 50 (D)—Banking and incorporation of banks—Bankruptcy and Insolvency—Taxation—Exemption—Crown Lands—Beneficial interest of Crown.

The Bank of U. C. was insolvent when the B. N. A. Act was passed, and all its property and assets had been transferred to trustees. By 31 V., c. 17, the Dominion Parliament ratified the assignment and constituted the trustees a body corporate with power to carry on the business of the bank so far as was necessary for winding up the same. By 33 V., c. 50, the same Parliament transferred all the property and assets of the bank to the Dominion Government. Subsequently a piece of land included in said assets was sold by the Government and a mortgage taken for the purchase money. This land was assessed by the municipality in which it was situate and sold for unpaid taxes. In a suit to set aside this tax sale :

Held, affirming the judgment (*sub nomine The Queen v. County of Wellington*) of the Court of Appeal (17 Ont. App. R. 615) that said acts of the Dominion Parliament were *intra vires*.

Per Ritchie, C. J. Parliament having legislative jurisdiction over "Banking and the Incorporation of Banks," and over "Bankruptcy and Insolvency," could pass the acts in question.

Per Strong, Taschereau and Patterson, JJ. The right of the Dominion Parliament to pass the said acts cannot be referred to its right to legislate with respect to "Banking and the Incorporation of Banks," but is derived from its jurisdiction over "Bankruptcy and Insolvency."

Held, also, that the Crown having a beneficial interest in the lands on which it held a mortgage, such lands were exempt from taxation and the tax sale was invalid.

Appeal dismissed with costs.

Bain, Q. C., for appellants.

Gamble, for respondents.

Manitoba.]

OTTAWA, Nov. 16, 1891.

BERNARDIN V. MUNICIPALITY OF NORTH DUFFERIN.

Contract—Corporation—Capacity to contract except under seal.

G. in answer to advertisement tendered for a contract to build

a bridge for the municipality of N. D. and his tender was accepted by resolution of the Municipal Council. No by-law was passed authorizing G. to do the work, but the bridge was built and partly paid for, and a balance remained unpaid for which B., to whom G. had assigned the contract, notice of the assignment having been given to the Council in writing, brought an action. This balance had been garnished by a creditor of G., but the only defence urged to the action was that there was no contract under seal, in the absence of which the corporation could not be held liable. On the trial there was produced a document signed by G. purporting to be the contract for the building of the bridge. It had no seal and was not signed by any officer of the municipality. The duplicate was alleged to have been mislaid in the office of the clerk of the municipality.

Held, reversing the judgment of the Court of Queen's Bench (Man.) (6 Man. L. R.) Ritchie, C.J., and Strong, J., dissenting, that the work having been executed and the corporation having accepted it, and enjoyed the benefit of it, they could not now be permitted to raise the defence that there was no liability on them because there was no contract under seal.

Appeal allowed with costs.

Tupper, Q.C., for appellant.

Osler, Q.C., and *Martin, Atty. Gen.*, of Manitoba, for respondent.

Manitoba.]

OTTAWA, NOV. 17, 1891.

MUNICIPALITY OF MORRIS V. THE LONDON & CANADIAN LOAN CO.

Municipality—Final judgment—Practice—Specially indorsed writ—Summary judgment on.

In an action against a municipality to recover the amount of certain debentures the writ of summons was specially indorsed, and defendants having appeared a summons was taken out according to the practice in the Court of Queen's Bench in such cases, calling upon said defendants to show cause at a day named why judgment should not be signed against them summarily. On the return of the summons the Judge before whom it was returnable, after hearing the parties, ordered that plaintiffs should be at liberty to enter up judgment in the action for the amount indorsed on the writ. This order was affirmed on appeal to the full court, and a further appeal was sought by the defendants to the Supreme Court of Canada.

Held, that the judgment sought to be appealed from was not a final judgment within the meaning of the Supreme Court Act, and no appeal therefrom would lie.

Appeal quashed with costs.

Chrysler, Q.C., for motion.

Hogg, Q.C., and *Crawford, contra.*

Ontario.]

HALTON ELECTION. LUSH V. WALDIE.

Election Petition—Appeal—Dissolution of Parliament—Return of Deposit.

In the interval between the taking of an appeal from a decision delivered on the 8th November, 1890, in a controverted election petition and the February sitting (1891) of the Supreme Court of Canada, Parliament was dissolved, and by the effect of the dissolution the petition dropped. The respondent subsequently, in order to have the costs that were awarded to him at the trial taxed and paid out of the money deposited in the Court below by the petitioner as security for costs, moved before a Judge of the Supreme Court in Chambers to have the appeal dismissed for want of prosecution, or to have the record remitted to the court below. The petitioner asserted his right to have his deposit returned to him.

Held, per Patterson, J., 1st. That the final determination of the right to costs being kept in suspense by the appeal the motion should be refused.

2nd. That inasmuch as the money deposited in the court below ought to be disposed of by an order of that Court, the Registrar of this Court should certify to that Court that the appeal was not heard, and that the petition dropped by reason of the dissolution of Parliament on the 2nd February, 1891.

Kerr, Q.C., for motion.

Motion refused.

Aylesworth, Q.C., *contra.*

COURT OF QUEEN'S BENCH—MONTREAL.

Action for reformation of account—Form of judgment therein—Desistment from part of judgment—Costs.

Held:—1. In an action against an agent for reformation of an

account rendered, where the judgment ordered the account to be reformed within thirty days, by adding to the balance stated, certain sums proved to have been omitted in the account, and the judgment proceeded to condemn the defendant to pay the amount omitted, before the balance due and payable had been established in due course of law, that the latter part of such judgment is irregular and erroneous.

2. Where the plaintiff desisted from the latter part of the judgment above mentioned, and obtained *acte of désistement*, pending an appeal by the defendant from the judgment, that the respondent should be held only for the costs of the appeal up to the time when he obtained *acte of désistement* as aforesaid, and that the appellant having failed on the other grounds of appeal, should be condemned to pay the costs of the appeal from the date when *acte* was obtained.—*Stephens & Gillespie, Lacoste, C. J., Baby, Bossé, Wurtele, JJ., Sept. 26, 1891.*

Taxation—Insane Asylum—Charitable institution—Exemption—
R. S. Q. 2044, 6146.

Held:—That an asylum for the insane, established and incorporated by an Act of the legislature, and supported chiefly by voluntary donations, the members of the corporation individually deriving no profit from the institution, is a charitable institution within the meaning of R. S. Q. 2044, 6146, and therefore exempt from the payment of municipal and school taxes.—*Corporation of Verdun & Protestant Hospital for the Insane, Lacoste, C.J., Baby, Bossé, Wurtele, JJ., Sept. 27, 1891.*

PROCEEDINGS IN APPEAL—MONTREAL.

Friday, January 15.

The Court adjourned, the parties not being ready to proceed in any case.

Saturday, January 16.

Commission of Mr. Justice Hall read. Commissions of Justices Wurtele and Ouimet read, the former to replace Mr. Justice Cross, during his leave of absence, and the latter to replace Mr. Justice Baby during the term.

Menard dit Bonenfant & Bryson.—Appeal from judgment of the Court of Review, Montreal, Jan. 31, 1891. Part heard.

Monday, January 18.

Villeneuve & Kent.—Confirmed, Blanchet, J., diss.

Desjardins & Robert, & Laviolette.—Confirmed as to costs of the action *en garantie*. Principal action dismissed with costs. Action *en garantie* maintained, with costs of contestation against defendant *en garantie*. In appeal the appellant succeeds against one of the respondents (Robert) with costs, but fails as to the other (Laviolette), with costs in favour of the latter.

Great North Western Telegraph Co. & Laurance.—Confirmed.

Magor & Kehlor.—Confirmed.

Trester & Canadian Pacific R. Co.—Confirmed.

Hebert & Wright, & Beauharnois Junction R. Co.—Confirmed.

Merchants Bank of Canada & Cunningham.—Confirmed.

Lefuntun & Veronneau.—Confirmed.

Banque Jacques Cartier & Leblanc.—Reversed.

Corporation Dissident School Trustees of Cote St. Paul & Brunet, & Davidson.—Confirmed.

Norman & Shaw.—Motion of appellant, to be allowed to give security, granted, without costs.

Glasgow & London Ins. Co. & Canadian liquidators.—Settled out of court.

Menard dit Bonenfant & Bryson.—Hearing concluded. C.A.V.

Woods & The Queen.—Motion by the Crown to dismiss writ of error, the plaintiff in error having made default to appear. C.A.V.

McCaffrey & Ontario Bank.—Appeal from interlocutory judgment of the Superior Court, Montreal, Jetté, J., June 5, 1891. C.A.V.

Mongenais & Allan.—Appeal from judgment of the Superior Court, Montreal, Taschereau, J., June 27, 1891.—Part heard.

Tuesday, January 19.

Cie. Chemin de fer Atlantique & Trudeau.—Re-hearing ordered.

Mongenais & Allan.—Hearing concluded. C.A.V.

Canada Investment & Agency Co. & McGregor.—Appeal from judgment of the Superior Court, Montreal, Pagnuelo, J., May 30, 1890.—Part heard.

Wednesday, January 20.

The Court did not sit, this day having been appointed for the funeral of H.R.H. the Duke of Clarence.

Thursday, January 21.

Canadian Bank of Commerce & Stevenson.—Re-hearing ordered.

Ives & Parmalee.—Motion for leave to appeal from an interlocutory judgment dismissing an exception to the form.—C.A.V.

Church & Bernier.—Appeal from judgment of the Superior Court, St. Hyacinthe, Tellier, J., Dec. 31, 1888.—Heard. C.A.V.

Casselman Lumber Co. & Naylor.—Motion for leave to appeal from an interlocutory judgment.—C.A.V.

Powers & Martindale.—Appeal from the judgment of the Superior Court, Bedford, Tait, J., Nov. 24, 1887.—Part heard.

Friday, January 22.

Powers & Martindale.—Hearing concluded. C.A.V.

City of Sorel & Provost.—Appeal from judgment of the Superior Court, Richelieu, Ouimet, J., June 4, 1890. Heard. C.A.V.

Canada Atlantic R.Co. & Poirier.—Appeal from judgment of the Circuit Court, Beauharnois, Belanger, J., Nov. 5, 1890.—Heard. C.A.V.

Plante & Corporation du Village de St. Jean de Matha.—Appeal from judgment of the Court of Review, Montreal, Jan. 31, 1890.—Part heard.

Saturday, January 23.

Geddes & City & District Savings Bank.—Motion for leave to appeal from an interlocutory judgment. C.A.V.

Plante & Corporation du Village de St. Jean de Matha.—Hearing concluded. C.A.V.

Lapierre & Rodier.—Appeal from judgment of the Superior Court, Montreal, Davidson, J., June 30, 1890.—Part heard.

Monday, January 25.

Geddes & City and District Savings Bank.—Motion for leave to appeal from an interlocutory judgment dismissed.

Canada Investment & Agency Co. & McGregor.—Hearing concluded.—C.A.V.

Tuesday, January 26.

Bank of B. N. A. & Stewart.—Confirmed, Bossé and Blanchet, JJ., dissenting.

Travellers Insurance Company & Turnbull.—Motion for leave to appeal rejected, Bossé, J., dissenting.

Parker & Langridge.—Confirmed.

Bedard & Cusson.—Reformed, and damages reduced to \$100, with costs of appeal against respondent.

Canada Railway News Co. & Mutual News Co.—Confirmed.

McCaffrey & Ontario Bank.—Reversed. Leave to file plea within eight days on payment of \$30.

Ives & Parmalee.—Motion for leave to appeal rejected.

Casselman Lumber Co. & Naylor.—Motion for leave to appeal rejected.

Woods & The Queen.—Writ of error dismissed by default.

Lapierre & Rodier.—Hearing concluded. C.A.V.

Vallée & Préfontaine; Dufresne & Préfontaine.—Appeal from judgment of the Superior Court, Montreal, Tellier, J., Jan. 31, 1890.—Part heard.

Wednesday, January 27.

The following appeals were dismissed, no proceedings being had within the year :—*Commissaires Chemins à barrières & Cité de Montréal; Besette & Paradis; Beaumont & C. P. R.; Mitchison & Childs; Pominville & Decary; Pontiac Junction R. Co. & Mahoney; Dion & Gervais.*

Vallée & Préfontaine; Dufresne & Préfontaine.—Hearing concluded.—C.A.V.

Cadieux & Taché.—Appeal from judgment of the Superior Court, Montreal, Davidson, J.—Part heard.

The Court adjourned to Feb. 17.

Cases en délibéré after January term :—

Marsan & Gaudet; Ménard dit Bonenfant & Bryson; Mongenais & Allan; Church & Bernier; Powers & Martindale; Cité de Sorel & Provost; Canada Atlantic R. Co. & Poirier; Plante & Corporation St. Jean de Matha; Canada Investment & Agency Co. & McGregor; McGregor & Canada Investment & Agency Co.; Lapierre & Rodier; Vallée & Préfontaine; Dufresne & Préfontaine.

INSOLVENT NOTICES.

Quebec Official Gazette, Jan. 16, 23, 30.

Judicial Abandonments.

BERTRAND, David, Trois Pistoles, Jan. 20.

CHOINIÈRE, Louis, St. Pie, Jan. 23.

CLEMENT & BOIVIN, Quebec, Jan. 12.

CLERMONT, Edmond, crockery-dealer, Montreal, Jan. 7.

DEMERS, Jean Bte., tanner, St. Julie de Somerset, Jan. 25.

FALARDEAU & PAQUET, tanners and curriers, Quebec, Jan. 18.

GALIBOIS, François D., hotel-keeper, Quebec, Jan. 27.

GODIN, Eugène, grocer, Montreal, Jan. 14.

GOURDEAU, Félix, Quebec, Jan. 27.

- HEALE**, James G., soap manufacturer, Montreal, Jan. 13.
HOOD, Mann & Co., Montreal, Jan. 18.
HUDON, Pierre, Montreal, Jan. 7.
LANGIE, Dame Philomène, St. Hyacinthe, Jan. 18.
LANGLOIS & Langlois, manufacturers, Quebec, Jan. 8.
MILBURNE, Robert John, cigar-dealer, Montreal, Jan. 7.
PITON, Alphonse, hotel keeper, Quebec, Jan. 25.
RHÉAULT, Dame D., St. Albert de Warwick, Jan. 13.
RITCHIE, John, boot and shoe manufacturer, Quebec, Jan. 9.
SAMSON, Thomas J., Arthabaskaville, Jan. 25.
THIBAudeau, Honoré, Stanfold, Jan. 25.
WATERS Bros & Co., printers and publishers, Montreal, Jan. 18.
WALTERS, Adam, grocer, Quebec, Jan. 25.

Curators Appointed.

- BRISEBOIS**, Pierre.—C. Desmarteau, Montreal, curator, Jan. 7.
BROWN & Son, Jas., Montreal.—A. W. Stevenson, Montreal, curator, Jan. 12.
CLEMENT & Boivin, Quebec.—D. Arcand, Quebec, curator, Jan. 25.
CLERMONT, El., Montreal.—C. Desmarteau, Montreal, curator, Jan. 14.
DUFOUR, Toussaint, Montreal.—L. U. Deschamps, Montreal, curator, Jan. 18.
DURAND, Dame Eléonore, St. Albert de Warwick.—Kent & Turcotte, Montreal, joint curator, Jan. 25.
GIGUÈRE, Richard.—N. Lambert, St. Joseph, Beauce, curator, Jan. 23.
GODIN, Eugène.—L. G. G. Beliveau, Montreal, curator, Jan. 22.
GAUTHIER, Adelard.—Kent & Turcotte, Montreal, joint curator, Jan. 15.
HEARLE, Jas. G., Montreal.—W. A. Caldwell, Montreal, curator, Jan. 23.
HUBBELL & Brown, Montreal.—A. F. Riddell, Montreal, curator, Jan. 28.
HUDON, Pierre, Montreal.—A. F. Riddell, Montreal, curator, Jan. 18.
LANGLOIS, Joseph, Ste. Scholastique.—D. Seath, Montreal, curator, Dec. 29.
LANGLOIS & Langlois, Quebec.—D. Arcand, Quebec, curator, Jan. 20.
LEFEVRE, Odina, Quebec.—N. Matte, Quebec, curator, Jan. 18.
MARCEAU, Evariste.—N. Matte, Quebec, curator, Jan. 12.

- MILBURNE, R. J., Montreal.—C. Desmarteau, Montreal, curator, Jan. 14.
- MOONEY & Co., Geo. A., Montreal.—A. F. Riddell, Montreal, curator, Jan. 23.
- PATERSON & Co., John A., Montreal.—A. W. Stevenson, Montreal, curator, Jan. 12.
- PELLETIER, Magloire.—Royer & Burrage, Sherbrooke, joint curator, Jan. 25.
- RIEPERT & Co., Montreal.—Kent & Turcotte, Montreal, joint curator, Jan. 15.
- RITCHIE, John, Quebec.—D. Arcand, Quebec, curator, Jan. 20.
- TESSIER, Frs., Dewitville.—C. Desmarteau, Montreal, curator, Jan. 18.
- TOUCHETTE, Joseph *alias* Zozime, St. Paul d'Abbotsford.—J. O. Dion, St. Hyacinthe, curator, Jan. 9.
- TRUDEAU, S. G. and J. F., Stanbridge Station.—E. W. Morgan, Bedford, curator, Jan. 15.
- TURGEON, Darveau & Co., Quebec.—N. Matte, Quebec, curator, Jan. 20.
- VANANDAIGUE *dit* GADROIS, André, St. Ephrem d'Upton.—J. O. Dion, St. Hyacinthe, curator, Jan. 9.
- VINEBERG, Harris, Montreal.—Kent & Turcotte, Montreal, joint curator, Jan. 25.
- WATERS Bros. & Co.—P. A. Crosby, Montreal, curator, Jan. 28.

Dividends.

- AMYOT, Exias.—First and final dividend, payable Feb. 5, C. Desmarteau, Montreal, curator.
- BEAUDET & Chinic, Quebec.—First dividend, payable Feb. 17, D. Rattray, Quebec, curator.
- BEAUDRY & fils, E., Weedon.—First and final dividend on proceeds of real estate, payable Feb. 19, Millier & Griffith, Sherbrooke, joint curator.
- BERGEVIN, L. A. & Roy, Quebec.—First and final dividend, payable Feb. 2, H. A. Bedard, Quebec, curator.
- BLAIS, Dame D. H., St. Moise.—First and final dividend, payable Feb. 16, H. A. Bedard, Quebec, curator.
- COSSETTE & Co., O., Valleyfield.—First dividend, payable Feb. 11, C. Desmarteau, Montreal, curator.
- GABOURY, A., Montreal.—First dividend, payable Feb. 16, Kent & Turcotte, Montreal, joint curator.
- GAGNÉ, Jacob, Rimouski.—First dividend, payable Feb. 16, H. A. Bedard, Quebec, curator.

- JOLICOEUR, Moïse (Jolicoeur & Drolet), Montreal.—First and final dividend, payable Feb. 10, D. Seath, Montreal, curator.
- JULIEN & Co., Edm., Hedleyville.—Second and final dividend, payable Jan. 31, N. Matte, Quebec, curator.
- LANTHIER, A., Montreal.—First and final dividend, payable Feb. 12, C. Desmarteau, Montreal, curator.
- LAPOINTE, George.—First and final dividend, payable Feb. 17, T. Gauthier, Montreal, curator.
- LETOURNEAUX, Jean.—First and final dividend, payable Jan. 30, J. M. Marcotte, Montreal, curator.
- MACLEAN, Shaw & Co., Montreal.—First and final dividend, payable Feb. 16, W. A. Caldwell, Montreal, curator.
- MAILLET, Jos.—Second and final dividend, payable Feb. 3, C. Desmarteau, Montreal, curator.
- MORRISSETTE, N. E.—First and final dividend, payable Jan. 25, F. Valentine, Three Rivers, curator.
- NICOL, V., Quebec.—First and final dividend, payable Feb. 16, H. A. Bedard, Quebec, curator.
- ROBITAILLE, S.—First and final dividend, payable Feb. 6, C. Desmarteau, Montreal, curator.
- SAMSON, W. S., Windsor Mills.—First dividend, payable Feb. 9, J. Hyde, Montreal, curator.
- SNOWDON & Co., C.C., Montreal.—First and final dividend, payable Jan. 29, P. S. Ross, Montreal, curator.
- TANGUAY & Lafleur, Quebec.—First and final dividend, payable Feb. 2, H. A. Bedard, Quebec, curator.

GENERAL NOTES.

LIMITS OF CROSS-EXAMINATION.—The *Law Journal* in reference to a recent *cause célèbre* in the Divorce Court, observes:—"The mere suggestion of a certain class of offence is enough to wreck the happiness and shatter the nervous system of many men. It is, therefore, nothing less than wanton cruelty to put such a weapon into the hands of counsel unless something much stronger than bare suspicion justifies its use. If this can be said of the sterner sex, it is surely not too much to expect a more chivalrous sense of duty when a woman's chastity is in question. So long as the rules of cross-examining remain as at present, the public have a right to look to the leaders of the bar for protection against any abuse of so powerful a weapon for good or evil, and if at any time they look in vain, public opinion (which is very strong on this subject) will certainly make itself heard and felt in other quarters."