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BY

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TABLE OF CASES

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Errata. — On p. 410, read Circuit Court instead of Superior Court, and suppress the words "the company is liable" after "if they are killed at the point of intersection."

The Legal News.

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Chief Justice Coleridge took occasion recently, while laying the corner stone of a new literary institution at Exeter, to make some remarks on methods of study. His Lordship said it used to be asserted that knowledge which was beyond the range of ordinary knowledge was useless knowledge; knowledge which most persons could do very well without, and that it involved a waste of time which might be much better employed. But he believed that time was too often given to superficial reading, and in consequence to shallow thinking. The language used with regard to institutes of that kind when he was young was now seldom heard, and a more modern and a more reasonable judgment prevailed. They were not the places for wide and deep study, perhaps, and lectures were not the instruments for acquiring exact and scientific knowledge. A man who desired to acquire a practical acquaintance with an honourable and intellectual pursuit could not gain it by attending any number of lectures by any number of able men. Lectures formed no substitute for that hard practical reading and teaching which were the only true road to learning, and anyone who urged that they could take the place of that steady self-discipline which the honest pursuit of an honourable calling at once demanded and supplied, would find no advocate in him. Education never came to an end, and if men's intellects and lives were vouchsafed to them for double the common period, they might take upon themselves seventy, eighty, or ninety years more of constantly and ever-widening education. Gibbon had said he would not change his love of books for all the riches of the earth, and there was no doubt that if a man desired to have the society of the best men in their best moods, and when inspired by their highest aspirations, he could come to that institution and find them.

County Court judges in England have a grievance. They complain that when disqualified for work by illness they have to find a substitute at their own cost, and usually a sick judge has to pay five guineas a day for a deputy, however long the illness may last. They state that County Court judges are the only servants of the Crown upon whom such a penalty is imposed. It appears, however, that Recorders in England are in the same position, they having the right of appointing deputies in case of sickness or unavoidable absence, but such deputies are remunerated by the Recorder appointing them. County Court judges receive $7,500 a year, and are entitled to pensions if affected with permanent infirmity disabling them from the execution of their office.

The successor of Mr. Baron Huddleston in the High Court is Mr. Robert Samuel Wright, who was called to the bar in June, 1865. In 1883, Mr. Wright was appointed by Sir Henry James, junior counsel to the Treasury, a post familiarly known to the profession as the "Attorney-General's devil." Among his predecessors in that position are some names distinguished on the English bench, including Hannen, Bowen and Stirling.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Partnership—Participation in profits—Judicial abandonment—Contestation of claim.

Held:—(Following *Davie & Sylvestre*, M. L. R., 5 Q. B. 143), 1. That an agreement by which M. was to advance money to N. for the purposes of his business, and M. was to be manager at a monthly salary, and also to receive one-half of the net profits of the business, constituted a partnership between N. and M. as regards third parties.

2. Where the curator to an abandonment has been duly authorized to contest a claim upon the estate of the insolvent, the Court will not upon the contestation of the claim, revise the judgment authorizing the curator to contest. *McFarlane & Fatt*, Tessier, Cross, Baby, Bossé and Doherty, JJ., Sept. 22, 1890.

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* To appear in Montreal Law Reports, 6 Q. B.

CHANCERY DIVISION.

LONDON, Dec. 6, 1890.

Coram ROMER, J.

BELLAMY v. WELLS, (25 L. J. N. C.)

Nuisance—Injunction—Club premises—Noises at night—Crowds occasioned by boxing contests—Whistling for cabs—Noise of cabs, concerts, music and applause.

At a proprietary club in London, the business of which was carried on by the defendant for his own benefit, the plaintiffs (the freeholders, lessee and tenants of an adjoining house)complained that nuisanceswere caused (1) by boxing contests held inside the club ; (2) by whistling for cabs and carriages for members leaving the club, and the noise of the cabs and carriages themselves; (3) by music and singing in the club and the applause consequent thereon.

The club contained about 1,200 members, and was formed for the purpose (*inter alia*) of affording entertainment to its members by boxing contests for large money prizes between celebrated professional pugilists, which were held from time to time, between October and the following August, in the basement of the club, about midnight or later. There was no complaint of noise arising directly from the contests, and the contests were not publicly advertised beforehand, but notice was previously given to the members and to the police, who made special arrangement for the expected crowd.

The contests caused large and rough crowds to assemble in the street in which the club and the plaintiffs' premises were situate, and these crowds remained for hours until the early morning, after the contests were decided, blocked up the street, and cheered, hooted and whistled, and prevented the residents in the street from sleeping.

The club was on even ordinary nights largely frequented after midnight, members leaving at all times between midnight and 6 a.m., and during these hours from time to time cabs were whistled for with the usual loud street whistle, and cabs, answering to the whistle, sometimes two or more racing for the fare, passed rapidly to the club, up the street, which was here paved with cobbles, the effect being to keep the plaintiffs, who were residents, awake, and to diminish the letting value of their residence.

There had also been concerts inside the club within the above period, and about two dozen times within the same period there had been playing on a piano and singing, with occasional choruses, by some members, at late hours ; but these noises, though heard by other residents in the street, had not materially disturbed the residents in the house owned and occupied by the plaintiffs.

The plaintiffs claimed a perpetual injunction against the alleged nuisances.

ROMER, J., held that the collection of the crowds was the probable consequence of the defendant's acts, and that the plaintiffs were entitled to an injunction to restrain the defend ant from carrying on the club so as to cause a nuisance to the plaintiffs (1) by cabs or carriages driving to or leaving the club premises, and the whistling for carriages or cabs to the club between midnight and 7 a.m.; and (2) by any crowd caused to be assembled by the boxing contests or entertainments held at the club premises. The claim for an injunction to restrain the concerts, piano-playing, singing, choruses, and applause was dismissed.

COUR DE MAGISTRAT.

MONTRÉAL, 24 sept. 1890.

Coram CHAMPAGNE, J.C.M.

D'ELLE SIGOUIN v. MONTREAL WOOLLEN MILLS Co.

Patrons et employés—Réglements.

JUGÉ:—*Que les patrons ont le droit de faire des réglements pour la régie de leurs employés et que ceux-ci doivent s'y soumettre ; néanmoins ces réglements ne lient les employés que lorsqu'il est prouvé qu'ils en ont eu connaissance et s'y sont soumis. Cette preuve incombe aux patrons.*

L'action était en recouvrement d'une semaine de salaire.

La defenderesse rencontra la demande par

une exception où elle alléguait un contrat d'engagement contenant entre autres stipulations "que la demanderesse devrait laisser entre les mains de la compagnie le salaire de sa première semaine d'ouvrage, et que, dans le cas où celle-la négligerait son ouvrage, s'absenterait sans permission, elle serait sujette à renvoi immédiat, sans avis préalable, et perdrait le montant de salaire correspondant à sa première semaine d'ouvrages." La compagnie alléguait en outre que, lors d'une absence de la demanderesse, sans permission, une quinzaine de jours avant de donner congé à cette dernière, elle avait averti son employée que si la même chose se renouvelait, elle mettrait son règlement en force viz : la renverrait du service et confisquerait la semaine d'arrérages ; qu'en dépit de cette notification verbale du contre-maître, la demanderesse s'absenta sans permission et perdit en conséquence son droit au recouvrement des arrérages de son salaire.

Par sa réponse, la demanderesse nia les conditions d'engagement et répondit que chaque fois qu'elle s'était absentée du service, c'était par maladie, et elle en avait fait avertir la compagnie, et que dans les circonstances, la defenderesse était injustifiable et n'avait aucun droit de lui retenir son salaire.

La preuve de la défense révèle qu'en effet la demanderesse avait consenti à laisser son salaire de la première semaine, et qu'un règlement avait été affiché dans l'établissement comportant "que les employés s'absentant sans permission, seront sujets à être immédiatement chassés sans avis aucun et perdront leur semaine d'arrérages," et que la demanderesse le jour qui a motivé son renvoi s'était absentée sans permission.

La preuve de la demande établit que chaque fois qu'il y eut absence, c'était pour cause de maladie et que, chaque fois, la demanderesse avait fait notifier la compagnie ; quant à la dernière absence, étant trop malade pour retourner avertir elle-même, elle avait chargé de le faire pour elle un compagnon de travail qui, paraîtrait-il, n'aurait pas transmis le message. Trois témoins de la demande ont aussi juré positivement qu'étant à l'emploi de la compagnie depuis plusieurs années ils n'avaient jamais remarqué que le règlement invoqué et produit par la défense existât, et que si des copies du dit règlement étaient affichées sur les murs de l'établissement, la compagnie n'avait jamais attiré leur attention sur les pénalités qu'elles comportaient.

Me *Eugène Lafontaine* demanda le renvoi de l'action parce que la demanderesse s'était absentée sans permission et qu'elle avait enfreint le règlement de l'établissement ; que ce règlement liait les employés de la défenderesse.

Me *Ls-Arsène Lavallée* prétendit que la demande devait être maintenue pour trois raisons :

1o. Parce que les règlements affichés dans l'établissement ne pouvait lier la demanderesse que s'il eût été prouvé, hors de tout doute, qu'elle connaissait la teneur des dits règlements. *Boyer* v. *Slater*, 13 Leg. News, 274.

2o. Parce que la défenderesse demandait la forfaiture des gages de la demanderesse et que, pour donner effet à une clause pénale, il faut qu'il n'y ait pas de doute que la partie ait forfait à son engagement par sa faute. *Racette* v. *Desmarteau*, 13 Leg. News, 90.

3o. Parce qu'en supposant que la demanderesse eût connu les règlements, ils ne peuvent être interprétés contre elle, vu que les raisons d'absence sont valables, et qu'elle a fait ce qui lui était humainement possible de faire dans les circonstances en chargeant un employé de la défenderesse de notifier cette dernière.

La Cour rendit jugement en faveur de la demanderesse.

Per Curiam.—Tout en admettant que la défenderesse ait le droit de passer et faire des règlements pour la régie de ses employés, ces derniers ne peuvent être soumis aux pénalités y mentionnées, à moins qu'il ne soit prouvé qu'ils connaisaient la teneur de ces règlements ; que cette preuve n'ayant pas été faite en cette cause l'action doit en conséquence être maintenue avec dépens.

Lavallée & Lavallée, pour la demanderesse.
Béique, Lafontaine & Turgeon, pour la défenderesse.

(J. J. B.)

FIRE INSURANCE.

(By the late Mr. Justice Mackay.)

CHAPTER VIII.

INTERPRETATION OF THE CONTRACT.

[Continued from Vol. XIII, p. 414.]

§ 221. *Correspondence after fire, usage, acts of the parties, etc.*

Can correspondence (after a fire) between the assured and assurer be invoked by the assured to show how the assurer understood a policy clause, or description? *Semble*, it ought in Lower Canada. 6 Toullier, No. 320. We may take the interpretation that the parties themselves have given to an act, by the way they have executed it, or acted under it.

Is it the case that in England the acts of a party prior or subsequent to a contract cannot be urged against him as showing how he interpreted a contract? Yes; though Lord Mansfield it was who held as in *Cooke v. Booth*. Platt, on covenants, says so, saying that *Cooke* v. *Booth* (Cowp.) is overruled.[1]

In Lower Canada it is not so. A clause equivocal may be explained by what we see otherwise of the intention of the parties. [Les faits qui ont suivi la convention may show how the parties understood the Act] p. 73, Inst. fac. sur les conv.

Transposing clauses is good, sometimes. Is it logical? So transposing words sometimes makes things clear. But is it lawful? May not the *position* of words and clauses be said to be written so designedly?

Bell, Princ. § 492, cites among other cases *Hibbert* v. *Phyn*, 4 Camp. 150, (no such case in Camp.) and 16 Douglas, *Woolridge* v. *Boyd* (it ought to be *Boydell*); 7 T. R. 162, (D. and E.) *Middlewood* v. *Blasas* (ought to be *Blakes*) as cases supporting rigorous interpretation. If deviation have once been made for however short a space or time, the return of the ship in safety to her course will not revive the policy so as to subject the underwriters for subsequent loss. The last two were marine insurances. In the former the ship was insured for a voyage from Maryland to Cadiz, but was never designed for Cadiz. She was captured shortly after starting. The underwriter was freed, very properly. In the last case the ship was insured for a voyage from London to Jamaica; the captain intending privately to touch at St. Domingo, was captured. The underwriter was discharged,—very properly.

[1] *Cooke* v. *Booth* was overruled in *Baynham* v. *Guy's Hospital*, 3 Ves.

CHAPTER IX.

ALIENATION OF SUBJECT AND ASSIGNMENT OF POLICY.

§ 222. *Effect of sale of subject insured.*

Where a person owns property and insures it; then, before a fire, sells it, and it is subsequently lost by fire, the insurance is of no benefit to any one, for our Civil Code makes insurance end by transfer of the subject, unless the insurer agree to the contrary. See 2483, 2576, C.C. Art. 2483 declares that transfer of the subject shall not of itself work transfer of a policy of insurance. Knowledge by the company of sale by A to B of A's house insured,—even endorsement of it on A's policy,—does not transfer A's policy to B. So I held in the case of *Corse* v. *British American Assurance Co.*[1] Porter was the insured and sold to Corse, and got such endorsement on his policy. Corse was not named to get policy.

Sometimes a mortgagee is not alienee—within the meaning of some special acts he may not be. So decided in *Burton* v. *Gore Dist. Mut. F. Ins. Co.*, 12 Grant, U.Ca., June, 1878. But a change of the above is made by 36 Vic., c. 44, sec. 39 (Ont.), which recognises mortgagees as alienees, and renders policy void upon any alienation, even mortgage, says Bethune, Q.C., in *Mechanics' Building Soc.* v. *Gore Dist. Ins. Co.*, 3 Ont. Appeal Rep., 1878.

Under sec. 39 of Vic., c. 44, of Ontario, it is quite clear that the Legislature intended the policy to continue in force for *both* mortgagors and mortgagees; p. 153.

But how does *Burton*, Judge of Appeal, hold that a great change has been made by 36 Vic., c. 44, sec. 39, O., which recognises mortgagees as alienees and renders void a policy upon any alienation made even by mortgage?

Though mortgagees are not expressly named in the earlier part of the section, that

[1] No. 2340, Superior Court, Montreal, A.D. 1871.

they are intended to be included is manifest from the proviso which declares, that where the assignee is a mortgagee the directors may permit the policy to remain in force and to be transferred to him by way of additional security without requiring any premium note from the assignee.

§ 223. *Consent of Company to assignment, how expressed.*

Policies generally contain conditions against alienation, sometimes against alienation of the subject insured, sometimes against alienation of the policy.

Conditions of the first kind are the following:

"If property insured by any policy of this "company should pass by death, assignment "or otherwise, into new hands, the interest "in the policy may be preserved to the suc- "cessor, provided such succession, or assign- "ment, be allowed at the office by indorse- "ment on the policy; but in all cases where "such indorsement is not regularly made the "policy shall be void." [English policy.] "In case of any transfer or change of title in "the property insured, or of any undivided "interest therein, the insurance shall be void "and cease." [American Ætna policy.] Others say: "In case of any transfer or ter- "mination of the interest of the insured in "the property insured, by sale, or otherwise, "without the consent of the company, the "policy shall thenceforth be void, and of no "effect."

Conditions of the second kind are the following:

"Policies of assurance subscribed by this "company shall not be assignable without "the consent of this company, expressed by "endorsement thereon. In case of assign- "ment without such consent, the liability of "the company in virtue of such policy shall "thenceforth cease." [English policy.] "Policies of insurance subscribed by this "company, shall not be assignable without "the consent of the company, expressed by "endorsement made thereon. In case of "assignment without such consent, whether "of the whole policy, or of any interest in it, "the liability of the company, in virtue of "such policy, shall thenceforth cease." [American policy.]

§ 224. *Notice of alienation.*

In the first English clause *supra*, no time is fixed for notice. It must be before loss. Is the office bound to allow it? Perhaps not; they may choose whom they will insure.[1] If bound to allow it, in what time should the notice be given? Some policies state a time, "or else the assignee shall have no benefit."

Where, by the act of incorporation or charter of an insurance company, it is ordered that a policy shall cease on alienation of the subject insured, but that the alienee may have the policy confirmed to him by consent of the company "within thirty days after the alienation," it has been held that the term is a fatal period, and cannot be extended by any officer of the insurance company.[2]

The transfer prohibited may be of entire ownership. Sometimes a mere *lien* may be created. But some conditions prohibit even this, except by consent notified to the office, and endorsed, or entered, as the condition may read.[3]

A policy was to be void if any change should take place in the title or possession of the property, whether by sale, judicial decree, voluntary conveyance, etc. Held, that there was no forfeiture by the insured mortgaging the property.[4]

Where, in case of mortgage, notice was to be given to insurers, held, that actual notice must be; notice by mail, postage paid, is *nil*, unless received by insurers.[5]

(*Semble*, registered letter received is good, or even not registered notice.)

THE LATE MR. BARON HUDDLESTON.

Mr. Baron Huddleston died somewhat suddenly Dec. 5, though he had for some little time been incapacitated from work. For very many years he had struggled with unexampled courage against a serious and painful illness, and his charge to a grand jury from his bed will long be remembered amongst the annals of the bench. It was

[1] Marshall, p. 697.

[2] *Mann* v. *Herkimer Ins. Co.*, 4 Hill.

[3] Bunyon on Fire Insurance, ed. 1867, p. 13.

[4] *Hartford F. Ins. Co.* v. *Walsh*, 54 Illinois, A.D. 1872-3.

[5] *Platt* v. *Minnesota Farmers' Ins. Ass.*, p. 272, vol. 1, Legal News, Montreal.

only too painfully evident, however, that the unequal struggle could not be long maintained, and a well-timed resignation might perhaps have secured him many more years of life. He was born in 1815 according to Dod, and in 1817 according to his obituarist in the *Times*, and passed to the bar from Trinity College, Dublin, after a short employment as a schoolmaster at Worcester, in 1839, being a member of Gray's Inn, of which society he afterwards became a bencher. He joined the Oxford Circuit, practising at Worcester and Stafford sessions, and became Queen's Counsel in 1857. He sat in the House of Commons for Canterbury and Norwich successively as a Conservative, but, when he had once gained a seat, rather avoided than courted distinction as a Parliamentary man. In 1872 he married Lady Diana Beauclerk. In January, 1875, he was appointed a judge of the Court of Common Pleas on the death of Sir George Honeyman. In the May following a vacancy occurred in the Court of Exchequer by the death of Baron Pigott. Two surprises for the profession ensued. Mr. Lindley, a Chancery barrister, was appointed to the common law Court of Common Pleas, and Mr. Justice Huddleston succeeded to Baron Pigott's vacancy, and became the "last of the Barons."

"Tested by the every-day work of the bar, few were his equals." This is what we wrote of the late judge on his first appointment, and we ventured to look forward to a successful career for him on the bench. Sufficiently successful, as long as his full powers lasted, no doubt his career on the bench was. His great grasp of facts, his indomitable energy, his unequalled knowledge of Nisi Prius practice made him a good all-round judge in ordinary cases. In cases extraordinary it is somewhat unfortunate for his judicial reputation that his name should be almost inseparably connected with *Belt* v. *Lawes*, in which (see 53 Law J. Rep. Q. B. 249), after his summing-up had won the way to £5,000 damages for the plaintiff, the High Court, and afterwards the Court of Appeal, with the consent of the plaintiff, but against the will of the defendant, who contended that more than nominal damages would be against the weight of evidence, reduced the damages to £500. As an advocate, on the other hand, his career was marked by more than one conspicuous success, notably by the defence of the person charged with the Greenwich murder, and common juries would return verdicts in favour of his clients with an almost unbroken regularity. With special juries he was not so fortunate.

An occasional note in the *Pall Mall Gazette* of Tuesday, written from information by "One Who Knows," states as "things not generally known," that his father was a non-commissioned officer in the Royal Artillery, and that the success of the late Serjeant Allen, who, after figuring as a schoolmaster and afterwards on the stage, rose to the leadership of the Oxford Circuit, first encouraged him to try his fortunes in a more ambitious career than that of usher at a school at Worcester.

Cremation, which was substituted for burial by the directions of the late Baron himself, was carried into effect on Thursday, Dec. 11.—*Law Journal* (London.)

THE LATE SIR BARNES PEACOCK.

Sir Barnes Peacock, the last acting paid member of the Judicial Committee of the Privy Council appointed under the statute of 1871, died at 1 o'clock on the morning of December 3, at Kensington, from failure of the heart, the final sign of the wearing out of a vigorous constitution which had resisted Bengal summers and London winters since 1810. Sir Barnes Peacock had an hereditary connection with the law. He was the third son of Mr. Lewis H. Peacock, of Lincoln's-inn-Fields, solicitor, and entered at the Inner Temple at the age of eighteen. He was not immediately called to the bar, but practised for five or six years as a certificated special pleader, a mode of preparation for the career of an advocate which was then very often adopted. Admitted to the degree of barrister-at-law in 1836 he joined the Home Circuit, when Lord Bramwell was among his contemporaries, and had chambers in Harcourt Buildings. As might have been expected from his physique and training, Mr. Peacock's speciality was in raising and arguing refined points of law rather than in imposing his will upon common juries, and it was by

a nicety of criminal pleading that he made his great mark in the profession.

In 1843, Daniel O'Connell had entered upon his campaign of monster meetings for the repeal of the Union. Beginning with an assemblage of 30,000 at Trim on March 14, the numbers at these gatherings had increased to 250,000 at Tara, and on October 8 a still vaster multitude was expected to assemble at Clontarf. The Government prohibited the Clontarf meeting by proclamation, and arrested O'Connoll, Gavan Duffy, and others. O'Connell was sentenced to a year's imprisonment and a fine of £2,000; the Irish Court of Queen's Bench upheld the conviction; and the accused appealed by way of writ of error to the House of Lords. Not even the recent legal proceedings in relation to Irish matters more vividly excited the public interest and attention than did this State trial. The case was argued for the several defendants by a number of learned counsel, of whom the then Mr. Barnes Peacock was nearly the junior, taking precedence only of Sir Colman O'Loghlen. Sir Thomas Wilde (afterwards the first Lord Truro) was the leader of this band of counsel, while Follett and Thesiger (afterwards Lord Chelmsford) were against them for the Crown. Mr. Peacock took an objection which, though technical in point of form, brought in question the substantial justice of the proceedings. The whole bench of English common law judges had been called in to advise the law lords. One of the most acute, Mr. Baron Parke of the Exchequer (afterwards Lord Wensleydale), confessed and avoided what he styled "the ingenious argument of Mr. Peacock." But when the law lords came to give judgment (which they did in the teeth of the advice solicited from and given by the judges), Lord Denman delivered his elaborate speech adopting the objection of Mr. Peacock, and on that and another ground moved the House to reverse the decision of the Irish Court. Lord Cottenham and Lord Campbell supported the same view, and, in spite of the opinion of the Chancellor (Lyndhurst) and Lord Brougham, the sentence pronounced upon O'Connell and his companions was quashed and the prisoners released from custody. The occasion was rendered the more striking historically because at this trial the lay lords practically renounced their right to take part in the decision of legal appeals. Messrs. Clark and Finelly, the House of Lords' reporters, quote comparatively modern instances in which a case involving the rights of individuals was discussed and voted on in the House of Lords as if an ordinary debate on a political subject or a private bill had been in question. So, in the O'Connell appeal, Lord Stradbroke wished to vote against the acquittal; but the common sense and fairness of the House, even of those most bitterly opposed to O'Connell, prevailed, and a precedent against the interference of those peers who have not the training of lawyers with the judicial business of the House was definitively established. The argument by which Mr. Barnes Peacock on this great occasion prevailed was briefly as follows: The indictment was of monstrous length, and contained several counts or separate charges. Some of these counts were held to be void in law. Yet the verdict and judgment were general; that is, given generally upon the whole of the indictment, not separately on each separate count. The objection was that such general judgment was bad, and could not be taken to apply to the good counts only. The other objection (for which Mr. Peacock was not responsible) was founded upon a curtailment of the jury panel. Sir Joseph Arnould observes that the decision in O'Connell's case has entirely put an end to the loose practice which had so long prevailed of giving a general verdict and judgment on an indictment comprising several distinct charges. It is obvious that such a practice deprived the accused of the opportunity of meeting each charge one by one. But the practice had long prevailed, and Lord Denman said, referring to Mr. Peacock's address, which had converted him: "I felt, as my learned brothers did, great surprise when I heard the most able and ingenious argument that was addressed to the House on this point, and I confess I had never felt any doubt on the subject till that argument was submitted to my mind."

After this great victory, as brilliant and useful a success as a stuff gownsman could

achieve, Mr. Peacock practised six years on the back benches. He took silk in 1850, and was at once made a bencher of his Inn. Two years later he was appointed to be a Legal Member of the Supreme Council of India at Calcutta. A special pleader necessarily cultivates precision and accuracy of language. The work of the legal members of the Council of India is largely concerned with codification, and the training which Sir Barnes Peacock had received in the painful exactitude of the common law was naturally of great service to him in fulfilling his new functions. Sir Whitley Stokes couples his name with those of Macaulay, Sir Henry Maine, Sir James Stephen, Lord Hobhouse, and William Macpherson among the authors of the Indian Codes, those remarkable summaries of law compiled by Englishmen for India, which, in turn, have exercised, and are still exercising, a valuable reciprocal action in simplifying English law in England. Sir Barnes Peacock was destined not only to frame laws, but to expound them on the bench. In 1859, Sir James Colvile, with whom Sir Barnes Peacock afterwards sat so many years in the chamber of the judicial committee in Downing Street, retired from the chief justiceship of the Supreme Court of Calcutta. Sir Barnes Peacock succeeded him, was made Vice-President of the Legislative Council of India, and knighted. In 1862, when the Indian judicial institutions were remodelled, he became chief justice of what was henceforth called the High Court of Judicature at Bengal. The judgments of the Court have been of the greatest assistance to students of Indian law, not only as expositions of the codes, but as repositories of learning on native customs. In 1870 Sir Barnes Peacock returned to this country, and he has since 1872 been a member of the Judicial Committee of the Privy Council, which has in later years, some time subsequently to his appointment, been strengthened by the addition of the Lords of Appeal in Ordinary. He returned with a great and deserved reputation from India. His work at the Privy Council has been marked rather by caution than by showy or brilliant qualities. He gave evidence of possessing great endurance and persistence, and we reported on Monday a case in which he took part so recently as last Saturday. His illness lasted only three days, and on its fatal termination being communicated yesterday to the Court in which he had sat for eighteen years, it immediately adjourned as a mark of respect to his memory. — *Times.*

On the opening of the Court of the Judicial Committee of the Privy Council (present Lord Hobhouse, Lord Macnaghten, Sir Richard Couch and Lord Shand) on December 3, Lord Hobhouse, who spoke with emotion, said: Their lordships have to inform counsel that they have received the shock of learning that Sir Barnes Peacock, who has been sitting in the case now before them and who was the oldest member of the Board, is dead; and they feel that under that shock, and with due respect to him and to the survivors of his family, they ought not to continue the public business to-day. They will go on with this case to-morrow, when they will be in a calmer state of mind.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 27.

Judicial Abandonments.

Dame Eliza Petit, widow of late Pierre Agol, restaurant keeper, Montreal, Dec. 21.

Edward H. Tarbell, tinsmith, Knowlton, Dec. 22.

James Watkins, trader, Drummondville, Dec. 12.

Curators appointed.

Re Dame Athala Piché, St. Gabriel de Brandon.—Kent & Turcotte, Montreal, joint curator, Dec. 23.

Re Charles O. Dubois, Hull.—D. C. Simon, Hull, curator, Dec. 5.

Re J. A. Dupont.—F. Valentine, Three Rivers, curator, Dec. 20.

Re Joseph Lecompte.—C. Desmarteau, Montreal, curator, Dec. 23.

Re Mde L. Lussier.—Bilodeau & Renaud, Montreal, joint curator, Dec. 20.

Re A. & A. Préfontaine, Belœil.—Kent & Turcotte, Montreal, joint curator, Dec. 24.

Re Cyrille Sicotte, Montreal.—Kent & Turcotte, Montreal, joint curator, Dec. 23.

Re J. E. Turgeon, Sherbrooke.—H. A. Bédard, Quebec, curator, Dec. 23.

Dividends.

Re James Dawson & Co, dry goods, Montreal.—First and final dividend, payable Jan. 13, A. F. Riddell, Montreal, curator.

Re Arthur Demers, St. John's.—First and final dividend, payable Jan. 10, A. F. Gervais, St. John's, curator.

Re Jos. Gélinas.—First dividend, payable Jan. 12, P. Heroux, St. Sévère, curator.

Re Murdoch Alexander Graham (Graham & Co), Montreal.—First dividend, payable Jan. 12, Dawson Kerr, Montreal, curator.

Separation as to property.

Rose Delima Desmarais vs. François Ouellette, jr., carter, St. Césaire, Dec. 24.

Odille Dubuc vs. Toussaint Aubertin, farmer, parish of Longueuil, Dec. 24.