The Legal News.

VOL. X. APRIL 9, 1887. No. 15.

The Supreme Court of the United States, on the 7th of March, affirmed the decision in *Accident Insurance Co. of N.A.* v. *Crandal*, reported in 9 Leg. News, 137, 138. The law is thus laid down that an insurance against "bodily injuries, effected through external, accidental and violent means," and occasioning death or complete disability to do business, and conditioned not to "extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide or self-inflicted injuries," covers a death by hanging oneself while insane. We shall give a report of the case in another issue.

The London *Law Times*, referring to the second reading in the House of Lords of Lord Bramwell's bill to enable prisoners, and the husbands and wives of prisoners, to give evidence on their trial, says:—"We wish the measure all success, for although it will no doubt work unfavorably to criminals as a class, we feel convinced that it will be a boon to innocent persons, and aid materially in unravelling mysteries in which innocent persons are charged with crime. The fifth clause of the bill, to which Lord Esher objects, provides that a prisoner shall not be cross-examined as to any previous convictions. But we fail to appreciate Lord Esher's objection. Evidence from the dock under any circumstances would always be received by a jury with reserve, but the admission by a prisoner of a previous conviction would in nine cases out of ten ruin his chance of acquittal, and completely defeat the object of the act. A prisoner, although innocent of the immediate crime charged against him, would hesitate to give evidence, however important his evidence to his case might be, if he knew that he ran the risk of having to admit a previous conviction."

The Supreme Court of Kansas, in *Union Pacific R. R. Co.* v. *Beatty*, gave their decision in a way which hardly seems fair to the physician who was plaintiff. The question was of considerable interest. A passenger train was thrown from the track by a tornado, and a number of employees and passengers were injured. The division superintendent of the company had ordered the injured persons to be taken into town and to be treated by a certain physician at the company's expense. The physician presented his bill to the company, for services and medicines, for $250, which the general superintendent rejected on the ground that the company was not in fault for the accident, and that he was not employed by the company to attend the injured passengers. He brought suit and recovered judgment, and the railroad company appealed the case. The Supreme Court held, that where passengers are injured through no fault of the company, a contract made by the division superintendent with a physician to give these persons medical attendance and supplies will not be enforced against the company; he is not authorized to bind the company; and that the company in cases where injury to a passenger resulted from unavoidable accident without any fault or negligence on its part, is not responsible for the injuries sustained.

SUPERIOR COURT.

SHERBROOKE, Feb. 28, 1887.

Before BROOKS, J.

MACKENZIE et vir v. WILSON, and MACDONALD et al., and BERNARD, *mis en cause*.

Lessor and Lessee—Prohibition to sublet—C. C. 1638—Waste—Resiliation.

HELD:—*That the clause in a lease providing that the tenant shall not sub-let without the consent of the lessor being first obtained in writing, must be strictly observed.*

PER CURIAM.—This was an action under the Lessor and Lessees Act, accompanied by an attachment *par droit de suite*.

The plaintiffs set up a written lease, *sous seing privé*, of a house and farm of about 30 acres, in the township of Melbourne, from May 1st, 1886, to May 1st, 1887, for the rental of $175.00, payable quarterly, with prohibition

to sub-let, except with the consent of the lessor in writing; and allege:—

1. That defendant abandoned the premises and sub-let the *house* to the Rev. Bernard without plaintiffs' consent;

2. That defendant committed waste and damage on the property, particularly by allowing his cattle to roam at will through a large orchard of young trees, whereby damage to the amount of $90 was caused;

3. That the premises were left insufficiently garnished to secure the rent for the balance of the year. The defendant had paid the rent up to the 1st of Nov. 1886.

The defendant pleads the general issue, and claims that no damage was done, that the orchard was injured prior to his occupancy; that he had sub-let with plaintiffs' knowledge and consent, had tendered the rent for the balance of the lease before going out, and had left upon the property much more than enough to secure the rent for the rest of the term.

From the voluminous evidence, it appears that the moveables left on the place by defendant, ranged in value from $200 to $800, according to the estimate of different witnesses; considerably more than the amount sued for, $172.50. The plaintiffs, therefore, fail entirely on this point.

As to sub-letting, our Code, Article 1638, says that the lessee has a right to sub-let or to assign his lease, unless there is a stipulation to the contrary. If there be such a stipulation, it may apply to the whole, or a part only of the premises leased, and in either case it is to be strictly observed.

Is this condition such, that the *writing* is essential, *de rigueur*?

Lorrain, Code des Locateurs et Locataires, p. 173, No. 457, says:—

"La clause prohibitive de sous-location "stipule ordinairement que le locataire ne "pourra sous-louer *sans le consentement par* "*écrit du locateur*. Il faut rechercher par les "termes de l'acte ou par les circonstances si "la condition de l'écriture est essentielle au "consentement, auquel cas l'écrit serait in- "dispensable pour prouver la consentement "à la sous-location, ou si elle n'est insérée "que par habitude et n'est qu'une forme de "style banale, auquel cas le consentement 'même verbal pourrait être prouvé suivant "les règles ordinaires de la preuve." But it is to be observed that this proceeds on the assumption that a consent of some kind has been given.

In the present case, the plaintiff denies that she gave consent, but says that when applied to, which was after the premises were abandoned and she had consulted her attorney, she replied that she had nothing to do with the matter, that it was out of her hands.

The case of *Cordner* v. *Mitchell*, 9 L. C. J. p. 319, is not in point, for there, there was the verbal consent of the plaintiff's agent, and the plaintiff had acquiesced therein during the entire term of the lease, which was held to be equal to a consent in writing. Here the plaintiff denies consent, and even the witness, Mrs. Wilson, does not pretend that plaintiff said anything further than that the Rev. Bernard would make a good tenant. The fact of her having nothing to urge against his desirability as a tenant, is not equivalent to consenting to receive him as such.

The case of *David* v. *Richter*, 12 R. L. 98, was not this case. There the defendant was not to sublet without the consent in writing of the lessor and without his approval of the new tenants. It was held that this was not so absolute as to prevent the Court from considering the motives of the lessor who refused systematically to consent to a subletting and finally put a price upon his consent.

The only question is, is this clause a complete prohibition to sublet? Our Code, Art. 1638, says it is, and when the law says expressly that a clause is *de rigueur*, it requires the most positive proof to establish the contrary.

Marcadé, Vol. 6, (Ed. 1875) under Art. 1717, C. N. says:—

"Mais si le locataire peut ainsi, en prin- "cipe, sous-louer ou même céder son bail, "il se peut aussi que cette faculté lui soit "enlevée par une convention particulière de "ce bail; et notre article a soin de déclarer "que cette convention, dont on tenait autre- "fois peu de compte dans les baux des "maisons, devra désormais être prise *tou-* "*jours à la rigueur*, c'est a-dire être sérieuse- "ment appliquée par les tribunaux, aussi

"bien dans les baux de maisons que dans
"ceux de biens ruraux. Ce n'est là, au sur-
"plus, qu'une application du droit commun,
"qui veut que toute convention fasse loi
"pour ceux qui l'ont souscrite."

This is quoted by the Codifiers as the basis of our article 1638. Sirey (Ed. 1885) Art. 1717, note 24, says, the prohibition to sublet is absolute. See also Mourlon (Ed. 1883) Vol. 3, p. 332 no. 739.

Laurent, (Ed. 1878) Vol. 25, p. 246, no. 219, says:—

"Faut-il l'interpréter à la rigueur de
"décider qu'un consentement verbal, ou
"manifesté par des faits, serait insuffisant,
"alors même qu'il n'y aurait aucun doute
"sur la volonté du bailleur?

"Il a encore été jugé que le consentement
"verbal du bailleur à la sous-location était
"suffisant et que la preuve en pouvait se
"faire par les voies ordinaires que la loi
"autorise; dans l'espece par des présomp-
"tions appuyées sur un commencement de
"preuve par écrit."

Here there is no commencement of proof and no verbal consent.

See also Sirey (Ed. 1885), 1717, note 25.

As to the question of waste and damage, the evidence shows clearly that the defendant did not use the premises as he ought to have done, particularly the orchard. Damage to the extent of at least $20, is proved.

Judgment for balance of rent and $20 damages. Lease resiliated and attachment held good.

Hon. H. Aylmer, for plaintiffs.
Lawrence & Morris, Counsel for plaintiffs.
Ives, Brown & French, for defendant.
(H. D. L.)

SUPERIOR COURT.

AYLMER, (district of Ottawa), March 4, 1887.

[In Chambers.]

Before WÜRTELE, J.

DUMAIS, Petitioner, v. FORTIN, Respondent.

Hull, City of—Municipal Election.

HELD:—*That to give a casting vote in case of an equality of votes at a municipal election in the city of Hull, it is not necessary that the president of the election should be qualified as a municipal elector.*

PER CURIAM. A petition was presented a few days ago contesting the election of the respondent as an alderman of the city of Hull, and an application is now made for a day to be fixed for the adduction of evidence and for the subsequent hearing of the case.

The charter provides that the judge shall order proof to be adduced, if he is of opinion that the grounds set forth in the petition are sufficient in law to void the election. This implies a preliminary hearing on the sufficiency of the allegations.

In the present case, various grounds are alleged, such as bribery, furnishing money to pay taxes, giving liquor, providing carriages, that certain electors voted without having paid their taxes, and lastly that the president of the election gave his casting vote while owing arrears of taxes.

After having heard the parties on the sufficiency of these allegations, I am of opinion that all the grounds except the last might be sufficient to annul the election, but that the last is not a cause of nullity.

The first election in the city of Hull was presided by the registrar of the county of Ottawa, and section 14 of the charter provided that in the event of an equality of votes, he should give a casting vote and that he should be entitled to give such casting vote whether or not he was himself qualified to vote.

All municipal elections in the city of Hull, are now presided by one of the aldermen who do not retire from office, appointed by the council; and section 19 of the charter enacts that such alderman, for all purposes relating to elections, should have the same powers as the registrar. Section 205 of the Quebec Election Act, which provides that it shall be the duty of the returning officer in case of an equality of votes, to give a casting vote, has, moreover, been incorporated in the charter, with the substitution of the "president of the election" for the "returning officer."

The duty of giving a casting vote is imposed upon the president of the election, but it is nowhere provided that he must possess all the qualifications of a municipal elector to do so, including the payment of all muni-

cipal and school taxes then due. In fact the very contrary is laid down in the charter itself; and it may happen (and I believe that in the present case it does happen), that the president of the election is not an elector of the ward in which an equality of votes occurs.

The president of the election, like the returning officer in a parliamentary election, does not give the casting vote in the exercise of a franchise, but gives it in the execution of a duty specially imposed upon him by statute. Whoever is qualified to act as the president of an election, is empowered without other qualifications to give a casting vote.

The ground that the president of the election had not paid the taxes due by him previously to the day of the voting is therefore insufficient in law to void the election, and must be rejected.

The judgment was drawn as follows:—

"Parties ouies après examen de la requête en cette cause:

"Considérant que le président de l'élection dans une élection municipale, dans la cité de Hull, donne son vote prépondérant au cas de partage égal des voix en sa qualité de président de l'élection et non comme électeur, et que, partant, il n'y a pas lieu de s'enquérir s'il possède toutes les qualifications nécessaires pour autoriser un électeur à voter;

"Considérant que le fait que Charles Everett Graham, le président de l'élection dont il est question en cette cause, n'aurait pas payé ses taxes municipales ou scolaires lorsqu'il a donné son vote prépondérant en faveur de l'intimé, ne constitue pas une cause de nullité et ne saurait affecter le sort de l'élection;

"Considérant que les autres faits et moyens articulés dans la requête pourraient être suffisants en loi pour faire prononcer la nullité de l'élection de l'intimé dont le pétitionnaire se plaint;

"Nous, soussigné, juge de la Cour Supérieure, renvoyons comme insuffisante et non fondée en loi l'allégation que le vote prépondérant du président de l'élection est nul parce qu'il n'avait pas payé ses taxes et, partant, n'était pas qualifié comme électeur à voter, et nous ordonnons qu'il soit procédé à la preuve des autres faits et moyens articulés dans la requête, jeudi, le dix mars courant, dans la salle d'audience de la Cour Supérieure, au palais de justice, à Aylmer, à onze heures de l'avant-midi, et que l'audition des parties ait lieu immédiatement après la clôture de l'enquête."

Rochon & Champagne for petitioner.

J. M. McDougall, for respondent.

SUPERIOR COURT.

AYLMER, (district of Ottawa,) March 14, 1887.

(In Chambers.)

Before WÜRTELE, J.

MAJOR et vir v. MCCLELLAND.

Tariff of Advocates' Fees—Action dismissed on demurrer.

HELD:—*That the attorney's fee, on an action dismissed on a demurrer, is the same as on an action dismissed on a preliminary plea.*

An application was made in this cause to the judge in chambers, for the revision of the taxation by the Prothonotary of the costs awarded to the defendant on the dismissal of the action. The point submitted was, what fee was a defendant's attorney entitled to when the action was dismissed on a demurrer. The ruling was as follows:—

"Having heard the parties by their counsel upon the application for revision of the taxation of the costs payable by the female plaintiff to the defendant, having examined the proceedings of record, and having deliberated thereon;

"Seeing that the action in this cause was dismissed, after the production of a peremptory exception and plea, but before any proof was made, on a demurrer pleaded by the defendant;

"Seeing that the Prothonotary, by his taxation, has allowed a fee on the action of $50, as if the action had been dismissed after final hearing on a plea to the merits, and that the taxation of such fee is contested by the plaintiffs;

"Considering that by article 21 of the Tariff of Advocates' fees in the Superior Court, a demurrer, in respect of the taxation of fees, is assimilated to declinatory and dilatory exceptions and to exceptions to the

form, or to pleas other than pleas to the merits, and that only the same fee is allowed on a demurrer which is over-ruled as on the dismissal of any such preliminary exception;

"Considering that by article 7 of the tariff, a fee of $25 is allowed to the defendant's attorney, on an action of the first class, when it is dismissed on a plea other than a plea to the merits and without proof having been made;

"Considering that the same rule should and must be applied, in respect to the taxation of costs, to a demurrer, whether it be over-ruled or whether the action be dismissed thereon, and that the same fee only can be allowed on an action dismissed on a demurrer, as on an action dismissed on a preliminary plea, being in the present case $25;

"Considering, however, that in the present case, a plea to the merits other than a demurrer was filed, and that the action was disposed of after the filing of such a plea, which entitles the defendant's attorney to a fee of $30;

"I, the undersigned judge of the Superior Court, do therefore reduce the attorney's fee of $50 to $30, and I do further strike off a fee of $3 erroneously charged for attendance at the putting in of security for costs; and, making such deductions, I do allow and tax the defendant's bill of costs on revision at $62.80."

N. A. Belcourt, for Plaintiffs.
Henry Aylen, for Defendant.

COUR DE CIRCUIT.

MONTREAL, 21 mars 1887.

Coram LORANGER, J.

DESJARDINS v. ROCHON.

Clôture mitoyenne—Droit du propriétaire riverain.

JUGE:—*Que lorsque deux propriétaires riverains ont fait une clôture mitoyenne chacun par moitié, un des propriétaires a le droit d'enlever la clôture faite par son voisin pour la remplacer par le mur de sa maison, mais que dans ce cas, il doit remettre la clôture qu'il a enlevée au propriétaire qui l'avait faite, ou lui en payer la valeur.*

Le demandeur réclamait du défendeur $10.00 pour une clôture qu'il avait faite pour clore son terrain et que le défendeur avait enlevée sans droit.

Le défendeur plaida que cette clôture était mitoyenne, et qu'il ne l'avait enlevée que pour bâtir à la place un mur en brique, lequel devait servir de mur de côté à la maison qu'il bâtissait à cet endroit, qu'ainsi le demandeur ne souffrait aucun dommage, qu'au contraire, le mur mitoyen actuel valait beaucoup plus que la clôture enlevée.

La cour décida que bien que la clôture fût mitoyenne et que le défendeur pouvait l'enlever pour construire à la place un mur en brique à l'usage de sa maison, néanmoins, il devait remettre au demandeur sa clôture qu'il avait enlevée, ou lui en payer la valeur. Or, comme dans son plaidoyer il n'offrait pas de remettre cette clôture, le défendeur devait être condamné à en payer la valeur estimée à $9.00.

Jugement pour le demandeur pour $9.00 avec dépens.

Adam et Duhamel, avocats du demandeur.
J. J. Beauchamp, avocat du défendeur.
(J. J. B.)

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*COURT OF QUEEN'S BENCH, MONTREAL.**

Quo Warranto—C. C. P. 1016—Jurisdiction of the Courts—Fines.

Held, 1. Under C. C. P. 1016, any person interested may bring a complaint in the nature of a *quo warranto*, whenever another person usurps, intrudes into, or unlawfully holds or exercises any office in any corporation, or other public body or board; whether such office exists under the common law, or was created in virtue of any statute or ordinance.

2. The jurisdiction of the courts of justice cannot be ousted, save by express words in the statute incorporating such public body, and a mode of appeal provided by the by-laws does not, therefore, deprive the members of their recourse before the ordinary tribunals.

3. The members of such body cannot be deprived of their votes for non-payment of

* To appear in Montreal Law Reports, 2 Q.B.

fines exigible under the by-laws, without first having had an opportunity to give their reasons why the fines should not be imposed and further, without the fines having been formally pronounced. *Heffernan & Walsh*, Nov. 27, 1886.

Railway—Execution—Seizure of Part.

Held, That a railway cannot be seized and sold in part, even on a judgment by bondholders, except in accordance with the dispositions of the special statute authorizing the creation of the mortgage or hypothec. A railway is an indivisible thing, and can only be sold as a whole. *Stephen et al., & La Banque d'Hochelaga*, Sept. 21, 1886.

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*SUPERIOR COURT, MONTREAL.**

Promissory note—Endorsers—Agreement between the parties—Evidence.

Held, In an action between parties to a promissory note, that the true intention and agreement of the parties should be carried into effect, the facts and circumstances at the time of the transaction may be established by parol evidence, and it may be shown that an endorser, whose name appears below that of the payee, really endorsed before the latter, as surety for the maker to the payee, although the name of the payee appears on the note as the first endorser. *Deschamps* v. *Leger*, and *Bonhomme*, Torrance, J., Nov. 24, 1886.

Principal and Agent—Revocation af agent's authority—Right to indemnity—Prospective Profits.

Held, That while a mandate, for which no term has been stipulated, is revocable at will, even if the agent be remunerated by a fixed commission, yet the revocation in such case is subject to the obligation on the part of the principal to indemnify the agent for any loss actually suffered by him in consequence of the revocation of his mandate, and that may be seen to have been contemplated at the time the appointment was made.

2. The agent's claim to indemnity, however, cannot be extended so as to include loss of profits in *futuro* after the revocation of his agency, but only such expenditure as he may have made to provide for carrying on the business.

3. In the present case, no proof was made of such expenditure. *Cantlie et al.* v. *The Coaticook Cotton Co.*, Johnson, J., May 28, 1886.

Jury trial—Time for fixing facts for jury—C. C. P. 352—Acquiescence in irregularity—Libel—Error in name of defendant—Amendment by final judgment.

Held, 1. The rule of C. C. P. 352, which says that no trial is fixed until the facts to be inquired into by the jury have been assigned, is one to be strictly followed, and where a motion by plaintiff to reform the assignment of facts was granted after the day for the trial was fixed, this was an irregularity which the defendants were entitled to urge, unless it appeared that no injustice had been caused to them by the error. But in the present case, the defendants had waived their right to object, by acquiescing in proceeding to trial and by consenting that a bystander should serve on the jury, when it appeared that sufficient jurors were not present to form a jury.

2. Where the publisher of a libel was served and ordered (but by a wrong name) to appear, and he appeared in that wrong name, and, without disclosing his correct name, pleaded not guilty, such plea put in issue only the fact of publication and the innuendos, and the verdict rendered by the jury cannot be set aside on the ground that it was founded upon evidence of what was done by another person.

3. The judges of the Superior Court sitting in review, may, by the final judgment, grant the plaintiff's motion to insert the correct name.

4. Misdirection refers to matters of law, and it is not misdirection where the judge presiding at the trial charges the jury to find affirmatively or negatively on a matter of fact.

5. It is not misdirection for the judge to charge the jury that by law they should find the article to have been published falsely and maliciously unless the defendants pleaded

* To appear in Montreal Law Reports, 3 S. C.

and proved the truth of it. *Canada Shipping Co.* v. *Mail Printing and Publishing Co.*, in Review, Sicotte, Johnson, Cimon, JJ., April 30, 1885.

Testamentary executor—Grounds for removal from office—Mala fides and dishonesty —C. C. 917, 282, 285.

Held, That a testamentary executor, whose administration exhibits dishonesty or bad faith, may be removed from office. Dishonesty on the part of the executor is shown in the present case; (*a*) by his placing obstructions in the way of the administration of the estate, in order to favor another estate in which he has a greater interest; (*b*) by concealing from his co-executor a debt due by him to the estate; and (*c*) by his pleading in defence to an action by the estate, that he had been party to an evasion of the law, which plea, if successful, would destroy a security given to the estate. *Mitchell et al.* v. *Mitchell*, in Review, Torrance, Gill, Mathieu, JJ., Nov. 30, 1886.

APPEAL REGISTER—MONTREAL.

Monday, March 21.

Sehlbach & Stevenson.—Heard on merits. C. A.V.

Robillard & Dufaux.—Heard on merits. C. A.V.

Joyce & The City of Montreal.—Heard on merits. C.A.V.

Tuesday, March 22.

Cie. de Navigation de Longueuil & Les Commissaires d'Ecole de Longueuil.—Motion for leave to appeal from interlocutory judgment, rejected.

Lapalme & Barré.—Motion to quash writ of appeal granted. Motion for leave to appeal from interlocutory judgment rejected.

Lanctot & Ryan.—Motion for leave to appeal from interlocutory judgment, rejected.

Leduc & Beauchemin.—Judgment confirmed.

Cooper et al. & McIndoe.—Judgment confirmed. Motion for leave to appeal to Privy Council, granted.

Gifford es qual. & Harvey et al.—Judgment reversed.

Taylor & Gendron.—Judgment confirmed.

Fellows Medical Co. & Lambe es qual.—Motion for substitution granted. Costs reserved.

Lowrey & Routh.—Heard on merits. C.A.V.

Durham Ladies' College & Tucker.—Case settled out of court.

Gilman & Exchange Bank of Canada.—Heard on merits. C.A.V.

Beaudry & Courcelles Chevalier, & Lord et al. —Part heard.

Wednesday, March 23.

The Queen v. *Cole* or *Bowen.* (Two cases).—Heard on reserved case. C.A.V.

Dorion & Dorion.—Heard on motion for leave to appeal from interlocutory judgment. C.A.V.

Beaudry & Courcelles Chevalier, & Lord et al. —Hearing on merits concluded. C.A.V.

Ross & Brulé.—Heard. C.A.V.

Thursday, March 24.

Allan & Merchants Marine Ins. Co.—Motion for dismissal of appeal, granted for costs.

Massue & Corporation St. Aimé.—Heard. C.A.V.

Primeau & Giles.—Heard. C.A.V.

Giles & Jacques.—Heard. C.A.V.

Saturday, March 26.

The Queen v. *Cole* or *Bowen.* (Two cases).—Conviction maintained.

Cie de Navigation de Longueuil & Cité de Montréal, & Taillon, Atty. Gen.—Judgment confirmed, Cross, J., diss.

Lebeau & Poitras.—Judgment reversed, each party paying his own costs in all the courts.

Canadian Pacific Railway Co. & McRae.—Judgment confirmed.

Robillard & Dufaux.—Appeal dismissed without costs.

Mail Printing Co. & Canada Shipping Co.—Judgment confirmed.

Fraser & McTavish.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Judah & Boxer.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Charbonneau & Charbonneau.—Appeal dismissed, no proceedings being taken within the year.

Jodoin & Lanthier, & Jodoin et al.—Petition for *reprise d'instance* granted.

Ryan & Sanche.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Monday, March 28.

Dorion & Dorion.—Motion for leave to appeal from interlocutory judgment granted.

Fraser & McTavish.—Similar motion granted.

Ryan & Sanche.—Similar motion granted.

Judah & Boxer.—Motion for leave to appeal from interlocutory judgment rejected.

Mail Printing Co. & Laflamme.—Motion for dismissal of appeal granted for costs.

Allan & Pratt.—Heard on motion for leave to appeal to Privy Council. C.A.V.

Murray & Burland.—Heard on motion to dismiss appeal. C.A.V.

Ritchie & Tourville.—Heard on merits. C. A.V.

Nadeau & Cheval St. Jacques.—Heard. Appeal dismissed without costs.

Wheeler & Dupaul.—Heard on merits. C. A.V.

Tuesday, March 29.

Murray & Burland.—Security declared insufficient. New security ordered.

Allan & Pratt.—Motion for leave to appeal to Privy Council granted.

The Bradstreet Company & Carsley et al.—Heard on merits. C.A.V.

The Bradstreet Company & Carsley.—Heard on merits. C.A.V.

The Court was adjourned to Monday, May 16, 1887.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 26.

Judicial Abandonments.

Ferdinand Jobin, Quebec, Feb. 21.

Curators appointed.

Re Charles E. Fournier.—Kent & Turcotte, Montreal, curator, March 22.

Re Ferdinand Jobin.—E. Begin, Quebec, curator, March 12.

Re T. Monpas, St. Pierre.—Kent & Turcotte, Montreal, curator, March 19.

Re Myer Myers.—W. A. Caldwell, Montreal, curator, March 23.

Re Henry D. Somerville.—S. Boyd and W. S. Maclaren, Huntingdon, curators, Feb. 10.

Re Joseph G. Yon.—C. Desmarteau, Montreal, curator, March 22.

Dividends.

Re Edward Carbray.—First and final dividend, payable April 10. C. Desmarteau, Montreal, curator.

Re Victor L. Coté.—Special dividend, payable April 12, Kent & Turcotte, Montreal, curator.

Re C. H. Dougall & Bro.—Dividend, Seath & Daveluy, Montreal, curator.

Re John McLean, Murray Bay.—First and final dividend, payable April 7, H. A. Bedard, Quebec, curator.

Re Pinkerton & Turner.—First dividend, payable April 13, A. W. Stevenson, Montreal, curator.

Re Renaud & Desjardins.—First and final dividend, payable April 10, C. Desmarteau, Montreal, curator.

Re John O'Neil.—First and final dividend, payable April 13, A. W. Stevenson, Montreal, curator.

Re Milton Pennington.—First and final dividend, payable April 13, A. W. Stevenson, Montreal, curator.

Re C. T. Picard.—Dividend, A. D. Parent and G. Daveluy, Montreal, curator.

Separation as to property.

Léda Aubé vs. Cléophas Méthot, farmer, St. Jean Port Joli, district of Montmagny, January 24.

Cadastre.

Cadastre for County of Brome deposited, April 1st.

Quebec Official Gazette, April 2.

Judicial Abandonments.

Emile Guenette, St. Hyacinthe, March 26.

Hubert Pronovost, general store-keeper, St. Félicien, April 1.

J. A. Rolland & Co., manufacturers, Montreal, March 30.

Eutrope Rousseau, dry goods merchant, Quebec, March 29.

Curators appointed.

Re Louis Béland, Sorel.—Kent & Turcotte, Montreal, curator, March 3.

Re George Darche, St. Mathias.—Kent & Turcotte, Montreal, curator, March 24.

Re C. E. Dion & Co., traders, Tingwick.—H. A. Bedard, Quebec, curator, March 31.

Re A. Labbée & Co.—G. Piché, Montreal, curator, March 28.

Re B. St. Pierre & Co., boot and shoe dealers, Nicolet.—C. A. Sylvestre, Nicolet, curator, March 24.

Re Charles A. St. Pierre, grocer, Rimouski.—E. Begin, Quebec, curator, Dec. 2.

Dividends.

Re Arsène Bournival, St. Paulin—Final dividend, payable April 20, Kent & Turcotte, Montreal, curator.

Re Alphonse Labelle.—First and final dividend, payable April 13, C. Desmarteau, Montreal, curator.

Re Z. Simard, Rimouski.—Second and final dividend, payable April 20, Kent & Turcotte, Montreal, curator.

Re The Bolton Veneer Company.—First and final dividend, payable April 13, A. W. Stevenson, Montreal, curator.

Separation as to property.

Honora Emard *dit* Poitevin vs. Joseph Thibault clerk, Montreal, Nov. 24.

Anastasie Tétreault vs. François Xavier Poulin, jr. heretofore of St. Grégoire le Grand, March 31.

APPOINTMENTS.

Wm. H. Webb, advocate, Melbourne, to be sheriff of the district of St. Francis.