The Legal News.

VOL. XIII. MAY 31, 1890. No. 22

As was generally anticipated, the honour of knighthood has been conferred upon the Hon. F. G. Johnson, Chief Justice of the Superior Court for the province of Quebec; the fact being announced in the London *Times* of May 21. The fitness of the present distinction will be universally recognized. The Chief Justice has already sat upon the bench during nearly double the ordinary official term, and has rendered important public services in other capacities. Sir Francis Johnson is the third of three Chief Justices of the Superior Court, who have been knighted in succession, — the honour in the first case, however, being conferred after retirement from the bench. In future it will probably be considered to appertain to the position, as we observe that it is frequently bestowed on the Chief Justices of colonies of far less magnitude and importance.

The Supreme Court of the United States has affirmed the decision of the U. S. Circuit Court *in re Neagle*, 12 Leg. News, 349. The holding of the Court is as follows:—"Where reasonable ground existed for apprehension of deadly violence on the part of T. toward an associate justice of the United States on his way to hold a circuit in a State, and the attorney-general of the United States in consequence instructed the United States marshal of that district to take proper measures to protect his person, and the marshal deputed N. (a special deputy) to attend and guard him on his journey, and T. made a violent attack on the justice's person, at a railway station in that State, in the course of his journey to hold such court, and N., after warning T. to desist and notifying him that he was an officer, and T. not desisting, but being apparently about to repeat his attack or draw a weapon, N. shot and killed him, *held*, that the Federal Circuit Court had jurisdiction and authority to discharge N. on *habeas corpus* from detention by the State authorities." The Chief Justice and Justice Lamar dissented, being of opinion that the Courts of the State of California (where the homicide occurred) had jurisdiction.

COUR SUPÉRIEURE (JOLIETTE).

15 avril 1890.

Coram DELORIMIER, J.

LANDRY v. BEAUCHAMP.

Désistement—Art. 453, *C. P. C.—Frais—Nouvelle action—Billet promissoire—Novation.*

JUGÉ:—1o. *Que l'article* 453 *du C. P. C. en vertu duquel la partie qui s'est désisté d'une première action ne peut en instituer une deuxième contre le même défendeur et pour les mêmes motifs, sans avoir préalablement payé les frais encourus sur la première action, confère un privilége de droit strict que les tribunaux ne peuvent étendre aux autres cas non prévus, et entr'autres, à celui où la première action a été renvoyée sur défaut de procéder;*

2o. *Que si un demandeur règle les frais sur une première action en payant partie de ces frais comptant et la balance par un billet promissoire endossé à trois mois de date, le défendeur poursuivi de nouveau par le même demandeur, avant l'expiration de ces trois mois, ne sera pas recevable à opposer une exception dilatoire basée sur le dit article* 453 *C. P. C., à moins d'alléguer quelque motif suffisant pour faire déchoir le demandeur du bénéfice du terme accordé, et de plus sans offrir de remettre les garanties acceptées;*

3o. *Que le fait seul d'accepter un billet promissoire endossé n'a pas nécessairement pour effet d'opérer novation de l'ancienne créance, vu que la novation ne se présume pas.*

PER CURIAM:—Il s'agit du mérite de deux exceptions dilatoires produites par le défendeur sous les circonstances suivantes: Le 25 juillet dernier, 1889, le demandeur poursuivit le défendeur par action, devant cette Cour, portant les Nos. 1890, 1891; la première était une action en résiliation d'acte, et la deuxième une action en dommages pour fausse arrestation; les allégations étaient les mêmes que celles contenues dans les deux causes main-

tenant soumises. Ces deux actions furent renvoyées le 10 janvier dernier, le demandeur ayant fait défaut de comparaître à l'audition. Les frais en faveur des procureurs du défendeur sur le renvoi de ces actions furent taxés dans la première cause à la somme de $68.50, et dans la deuxième à celle de $71.85. Le 23 janvier dernier, le demandeur institua les deux actions présentes, pour les mêmes causes, et elles furent signifiées au défendeur le 25 du même mois. Deux jours plus tard, le 27 janvier dernier, les procureurs du défendeur firent émaner deux exécutions contre les biens du demandeur pour le recouvrement du montant de leurs frais ci-dessus mentionnés. Le même jour le demandeur se rendit au bureau des procureurs du défendeur et là et alors régla ces frais, plus ceux occasionnés par l'émanation des saisies et aussi les intérêts de la manière suivante : il paya comptant la somme de $80 et donna son billet à 2 mois endossé par un M. Elzéar Rivet pour la balance.

Lorsque les deux nouvelles actions du demandeur furent rapportées, le défendeur comparut et produisit les exceptions dilatoires maintenant soumises, dans lesquelles il allègue : que le demandeur ne peut être reçu à procéder sur ces actions attendu qu'il n'a pas encore payé les frais encourus sur le renvoi des deux premières actions. Le demandeur conteste ces exceptions et prétend qu'elles sont mal fondées, que les procureurs du défendeur ayant accordé terme au demandeur celui-ci ne leur doit rien, et qu'il y a eu novation de la dette. Il s'agit de déterminer le mérite de ces deux exceptions dilatoires.

Le défendeur appuie ses prétentions sur l'art. 453 du C. P. C. Cet article est relatif au désistement, et il déclare que la partie qui s'est désistée ne peut recommencer avant d'avoir préalablement payé les frais encourus par la partie adverse sur la demande ou procédure abandonnée. Comme on le voit cet article se rapporte au désistement volontaire que fait un demandeur, tandis que dans le cas actuel, il s'agit d'un renvoi d'action pour défaut de comparaître à l'audition. Je n'ignore pas qu'il existe des jugements qui ont étendu les dispositions de cet article au cas du renvoi d'une première action, mais je ne puis concourir dans cette opinion. Il s'agit ici d'un droit strict, d'un privilège accordé par la législature dans un cas exceptionnel ; or il est de principe que les privilèges sont de droit strict et ne s'étendent point au-delà des exceptions créées par la loi ; le législateur a cru devoir créer une cause de privilège exceptionnel en imposant une espèce de pénalité au plaideur téméraire qui, après avoir institué une première action s'en désiste *volontairement* en l'astreignant à payer les frais de cette première poursuite avant de pouvoir en recommencer une deuxième, mais il n'a pas jugé à propos d'établir formellement que le demandeur, dont la première demande est renvoyée pour toute autre cause que sur désistement, sera tenu de payer les frais de sa première poursuite avant de pouvoir recommencer. Le législateur n'ayant point établi ce privilège les tribunaux ne peuvent y suppléer.

Mais quoiqu'il en soit de cette question controversée, le second moyen invoqué par le demandeur est d'ailleurs suffisant pour justifier le renvoi de ces exceptions. Le demandeur a réglé avec les procureurs du défendeur alors que ceux-ci n'avaient pas encore l'opportunité de produire aucune exception dilatoire. Il leur a payé plus de la moitié de leurs deux mémoires et leur a donné un billet endossé à 2 mois qui n'était pas encore échu lors de la production des exceptions dilatoires. Comme principe général il est vrai de dire que le fait de prendre un billet promissoire, même endossé par un tiers, ne crée pas une novation de la dette originaire, à moins que la novation ne soit stipulée par la *décharge* de l'ancien débiteur —car la novation ne se présume pas,[1] mais il est également vrai en droit que le débiteur qui a terme ne doit rien (art. 1090 C. C.) et qu'il ne peut être déchu du bénéfice du terme que pour les causes reconnues par la loi (art. 1092 C. C.) Or, dans le cas actuel, le défendeur n'allègue aucune fraude, aucune déconfiture, soit du débiteur, soit de l'endosseur, et n'offre même pas de remettre le billet en question. Il y a donc ici, sinon novation, du moins une convention suffisante pour ne point priver le demandeur du délai accordé, et des conséquences légitimes qui en résul-

1 (Art. 1171 C. C., Pothier, Oblig., No. 594—C. N. 1273—28 Demolombe, 236.)

tent.[1] Les exceptions dilatoires doivent donc être renvoyées.

Voici le jugement de la Cour Supérieure :

"La Cour ayant entendu les parties par leurs conseils respectifs sur le mérite de l'exception dilatoire produite en cette cause, examiné la procédure, les documents et admissions au dossier et sur le tout délibéré :

"Considérant que le défendeur, par l'exception dilatoire par lui produite, demande à ce que les procédures en cette cause soient suspendues jusqu'au paiement, par le demandeur, de la balance des frais taxés en faveur des procureurs du défendeur dans une cause portant le No. 1890 des dossiers de cette Cour dans laquelle le présent demandeur poursuivait le présent défendeur pour les mêmes motifs que ceux invoqués en la présente action ;

"Considérant que le défendeur n'allègue pas en la dite exception dilatoire que l'action antérieure, instituée sous le susdit No. 1890, a été renvoyée, le 10 janvier dernier, sur le motif que le demandeur se serait volontairement désisté de telle action ;

"Considérant que l'article 453 du Code de Procédure Civile est relatif au cas seulement où un demandeur se désiste volontairement d'une première action, et que le privilège, conféré par cet article, d'exiger le paiement des frais encourus sur la première action, avant de permettre la continuation sur une deuxième action, est un privilège de droit strict que les tribunaux ne peuvent étendre aux autres cas non prévus, et entre autres à celui où la première action est renvoyée sur défaut de procéder ;

"Considérant de plus que le 27 janvier dernier, avant que les procureurs du défendeur aient eu le droit de produire aucune exception dilatoire, le demandeur a, de bonne foi, réglé le montant des frais dus aux dits procureurs du défendeur en la susdite cause No. 1890, en leur en payant une partie considérable comptant, et la balance par un billet promissoire endossé payable à deux mois de cette date ;

"Considérant que le défendeur n'offre point par sa dite exception de remettre le dit billet, qui n'était pas échu lors de la production de la dite exception, et n'allègue aucun motif de fraude ni de déconfiture de nature à faire perdre au demandeur le bénéfice du terme stipulé au dit billet ;

"Considérant que bien que le fait seul d'accepter un billet promissoire, même endossé, n'opère pas, de plein droit, une novation de l'ancienne créance, à moins de convention expresse, vu que la novation ne se présume pas, néanmoins, il résulte de tel fait une obligation réciproque quant au délai accordé, et le créancier ne peut seul annuler telle obligation sans causes légales suffisantes, et sans offrir la remise des garanties acceptées ;

"Considérant que la dite exception dilatoire est mal fondée,

"La Cour renvoie l'exception dilatoire du défendeur avec dépens contre le défendeur, distraits, etc."

Dugas & Marsolais, avocats du demandeur.
McConville & Renaud, avocats du défendeur.
(J. J. B.)

1 La Cour est disposée à appliquer ici la doctrine reconnue dans Byles, on bills, ch. 16, p. 240 : If a bill or note be taken on account of a debt and nothing be said at the time, the legal effect of the transaction is this : that the original debt still remains, but the remedy for it is suspended till maturity of the instrument in the hands of the creditor. Byles cite plusieurs autorités anglaises dans ce sens.

---

*COURT OF QUEEN'S BENCH—MONTREAL.**

Libel—Dismissal of public official—Publication of fact by newspaper with explanation of cause of dismissal — Pleading truth of statement.

Held:—(Reversing the decision of MATHIEU, J., 4 S. C. 49), that the acts of every public official are subject to fair and legitimate criticism by the press and the general public; that the dismissal of a public official is a matter of general interest of which the public are entitled to be informed; and the announcement of such dismissal and of the cause thereof is not ground for an action of damages, except in cases where it appears that the publication was made maliciously and with intention to injure. It is for the Court, or for the jury (if the case be tried before a

* To appear in Montreal Law Reports, 5 Q.B.

jury), to determine, on the evidence, whether the publication complained of was made maliciously and with intention to injure, and the truth or untruth of the facts is one of the most important circumstances to be considered in arriving at a decision on this point; therefore a plea alleging the truth of the publication is not demurrable.—*Graham & Daoust*, Dorion, Ch. J., Tessier, Cross, Church, JJ., June 20, 1888.

Libel—Compensation—Plea—Notoriety of imputations.

Held:—1. A defendant sued in damages for libel, cannot plead compensation by damages suffered by him from calumnious attacks made upon him by the plaintiff.

2. (DORION, Ch. J., *diss.*). The notoriety of the facts contained in the publication complained of, may be pleaded in mitigation of damages.—*Trudel & Viau*, Dorion, Ch. J., Tessier, Church, Bossé, Doherty, JJ., March 27, 1889.

Libel—Plea of justification—Truth of matter charged as libel—Compensation of wrongs.

Held:—(Affirming the judgment of JOHNSON, Ch. J., 5 S. C. 297), 1. That in an action of damages for the publication of a libel the defendant may plead the truth of the matter charged as libel, more especially where (as in this case) he alleges that the publication was made in the interest of the public, and concerning matters of public import.

2. The defendant may oppose to a demand of damages for libel or slander, the fact that the plaintiff on his part libelled the defendant, and that there is *compensation d'injures*, where the attack and defence are alleged to have been simultaneous, as in a discussion between the editors of two newspapers in the columns of their respective journals.—*Trudel* v. *Cie. d'Imprimerie etc.*, Dorion, Ch. J., Tessier, Church, Bossé, Doherty, JJ., March 27, 1889.

Libel—Pleading truth of matter charged as libellous.

Held:—(Following *Graham & McLeish*, M.L.R., 5 Q.B. 475, and *Trudel & Viau*, M.L.R., 5 Q.B. 502), that in an action of damages for malicious libel, the truth of the alleged libel may be pleaded in justification, or in mitigation of damages.—*Leduc* v. *Graham*, Dorion, Ch. J., Cross, Baby, Church, Bossé, JJ. (Dorion, Ch. J. and Bossé, J., diss.), June 26, 1889.

SUPERIOR COURT—MONTREAL. *

Jurisdiction—Promissory note—Place where dated.

Held:—That an action may be brought in the district of Montreal, for the recovery of the amount of a promissory note dated at Montreal, but which was in fact signed in the district of Ottawa where the promissor has his domicile. The promissor, in dating the note at Montreal, makes as it were an election of domicile at Montreal, and consents that the action for the recovery of the note be brought there.—*Banque du Peuple* v. *Prevost*, deLorimier, J., Feb. 8, 1890.

Promissory note—Given to creditor to induce him to sign agreement of composition—Illegal consideration.

Held:—That a promissory note given by an insolvent to a creditor to induce the creditor to sign an agreement of composition, is null and void; and no action can be maintained thereon by a person to whom the note is transferred after maturity. — *Gervais* v. *Dubé*, Würtele, J., March 13, 1890.

Attachment before judgment— Affidavit— Sufficiency of allegations—Art. 834, *C. C. P.*

Held:—1. The allegation, in an affidavit for simple attachment, of an intention on the part of the defendant "to defraud his creditors *or* the plaintiff in particular," and the allegation that the plaintiff will "sustain damage or lose his debt," are not uncertain or incompatible.

2. The allegation that the defendant "is secreting or is about to secrete his property," is uncertain and incompatible, and therefore insufficient to justify the issue of a writ of simple attachment.

---

* To appear in Montreal Law Reports, 6 S. C.

3. The allegation "that the defendant absconds" is sufficient to justify the issue of a writ of attachment.—*McGowan* v. *Guay*, Würtele, J., April 17, 1890.

Composition sur félonie — Contrat — Nullité — Dation en paiement pour éviter l'arrestation.

B., commis chez G. frères, détourna à ses patrons la somme de $275. Menacé de poursuites au criminel, il leur remit certains effets mobiliers et G. frères, en considération de ce règlement, s'engagèrent de ne point faire arrêter leur commis infidèle.

Jugé:—Que malgré le règlement de la félonie commise par B., ce contrat était valide et a eu pour effet de conférer à G. frères la propriété de ces effets.—*Paquette* v. *Bruneau*, en révision, Taschereau, Mathieu, Loranger, JJ., 30 juin 1888.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

[Continued from p. 168.]

CHAPTER II.

OF THE ESSENCE OF THE CONTRACT, ITS TERM, AND THE PREMIUM.

§ 36. *Subject insured.*

It is of the essence of the contract that there be one or more things the subject of it, and insured; but insurance may be made to cover subsequent acquisitions or future interests. Goods may be insured even before they are purchased. There are policies known as floating policies. These are granted to commission merchants or agents, and are made applicable to all goods that, during a time fixed, may be in their possession.

Casaregis, Disc. 7, No. 17, says insurance is valid on goods in a place or ship, though the insurer only acquire an interest afterwards. But insurance on goods in a place will not cover goods which the insurer neither then owned nor had in the place, but which only afterwards were put into the place. The distinction is not clear.

Policies may be granted to cover goods of the insured, or with him in trust, during a time fixed, in any building within the limits of a named city or parish, or on any wharf, or in any warehouse within a distance fixed from any point, as, for instance, within five miles of the general post office.

§ 37. *The term of the insurance.*

Insurance companies acknowledging the receipt of the premium usually covenant that from one time named to another they will be liable to make good any loss or damage that may happen by fire to the property insured, subject, of course, to the exceptions and conditions stated in the policy.

§ 38. *The computation of time.*

In the computation of time from an act done, the day on which the act is done is to be computed in the reckoning. Thus, notice of action being given, the month begins on and with the day of notice given.[1] Where an arbitrator enlarges the time for an award till a given day, he may make it on that day.[2]

§ 39. *When the risk begins, and when it ends.*

In *Isaacs* v. *Royal Insurance Company*[3] it was held that where the term was from 14th February to 14th August, 1868, the 14th August was covered; and therefore, when a fire occurred on the night of the 14th August, the insured could recover.

Quære, was the insured *not* covered on the 14th February?[4]

It would be well for companies to make their policies read from 12 noon to 12 noon. Had this been so in the case above mentioned, one argument of the judges, viz., that the insured had not any period of the 14th August to renew on if the pretension of the Royal Insurance Company were admitted, would be without weight.

---

[1] *Castle* v. *Burditt et al.*, 3 Durnf. & East, 623.

[2] *Kerr* v. *Jeston*, 1 N. Y. Legal Observer, A. D. 1843. In *Pugh* v. *Duke of Leeds*, Cowp. 714, a lease from the day of the date was held inclusive, and the court said it might be taken to be either inclusive or exclusive according to the subject matter.

[3] Law Rep. Exch. A. D. 1870.

[4] Suppose A to become surety to B for all monies advanced during six months from the date of the deed: is he liable for advances on the day of the deed? 4 Kent, 95, n.

The English condition common in Canada provides that payments to renew policies must be made on or before the commencement of each and every succeeding year, otherwise such insurance will expire.[1]

§ 40. *The application for insurance.*

The application, or proposal for insurance, forms part of the contract, if there be reference to it in, or if it be annexed to, the policy and delivered with it; or if both be together on the same sheet of paper. In such cases warranties may often be gathered from the application.[2]

Proposals not referred to in the policy amount to representations only.[3]

In Canada, fire insurance, generally, is annual, but it may be for a longer or shorter time. A condition may make it terminable at any time after a notice to the insured. But usually it is stated that the premium must be paid at a time fixed, and so *dies interpellat pro homine.*

§ 41. *The period of the insurance.*

The risk generally commences from the date of payment of the premium and the granting of the policy or interim receipt, but it may be stipulated to commence at a subsequent time, or to have effect between two particular dates. Some French companies make their policies have force only from noon of the day next after day of date of policy.

If the insurance be upon goods that may be in a place between two dates mentioned, the days of those dates are not included. Where a policy states that the insurance is from one 24th of December to the 24th of December following, the first 24th of December is not included, though the premium may have been paid on that day.

The risk ends with the term for which it was made. If a fire commence in insured buildings before the expiration of the term of insurance, and continue till after expiry of it, the insurers are liable, says Boudousquie. (This applies to France.) But to what extent? Apparently only to the extent of the damage done during the subsistence of the policy. In marine insurance, though the ship receive her death wound during the term of a policy, if she be kept afloat beyond the period of insurance, the risk is ended before the loss, and the insurers are not liable.

§ 42. *Days of grace for renewal of insurance.*

In England, the protection of the policy expires with the day mentioned in the policy, subject nevertheless, when the insurance is renewable, to certain days of grace, usually fifteen, conceded by the office for payment of renewal premium, during which the assured is secure though fire happen and his premium be only paid later during these fifteen days.[1] Some policies, in England, appoint all this. But the policy or its conditions may read or stipulate to the very contrary. In the case of *Tarleton* v. *Staniforth*,[2] the policy allowed the fifteen days for payment of renewal premium, but provided the managers accepted the same. The loss happened in the fifteen days, and as the premium had not been paid, the company got free. The premium in this case was tendered after the fire and within the fifteen days, but the managers refused to accept it.

In Quebec, in the case of an insurance for a year, the company insuring need not continue a second year, and unless they agree to do so they are free.

In England, and probably in Quebec, public advertisements by the offices have been held sufficient to entitle the insured to days of grace, though the policy be silent on the point.

The Cour de Cassation, in August, 1873, held that though there was a stipulation for

[1] Condition of Liverpool and London Insurance Co.
[2] See Warranties, *post.*
[3] 5 Hill.

Quære, may not the application be held no part of the policy, often, in absence of condition? If there be doubt, it is not to be treated as a warranty, says Flanders, p. 249. Mere reference to the application is nothing to oblige us to hold it warranty, he says, p. 233; *aliter*, if referred to as part of the policy. So a survey may be made part of the policy. Phillips says that all representations false in things material, before the policy leading to it (even though only parol), vitiate the policy.

[1] See Bunyon on Fire Insurance (Edn. of 1867).
[2] 5 T. R.

punctual payment of premiums without the necessity of any putting in default,[1] yet the insured might recover because the insurance company had not put him in default (*en demeure*) to pay; and this, too, although the premiums were expressly stipulated to be payable at the company's office (*portables*). This decision, which seems to be going far, confirmed a judgment to the same effect of the Cour d'Appel of Lyons of 31st July, 1872.

If a man, after the expiration of the year, has fifteen days to renew the insurance, and during the fifteen days the premium be refused because the company has raised its rates, and a fire happen within the fifteen days, the company is not liable.[2]

§ 43. *Effect of acknowledgment of payment of premium though not actually paid.*

In *Prince of Wales Assurance Co.* v. *Harding*,[3] a case of one insurance company reassuring with another, premiums were held paid by one giving receipts for them to the other, though not actually paid. In this case it appeared that periodical settlements were the usage between the two companies.

Bunyon, p. 83, says that insurance offices may agree to give credit to the insured for premiums, and hand him receipt, and where such credit is given it is equivalent to payment. This must, however, be taken to be subject to the proviso that the Act of incorporation does not prohibit such a proceeding.[4]

§ 44. *Granting delay for payment of premium.*

The premium is generally paid at once on the granting of the policy, but it may be made payable at a future time, or by instalments; except where a public law, or incorporating Act, orders otherwise.

§ 45. *Agent debiting himself towards his company for the premium.*

It sometimes happens that where the premium ought to be paid in cash, the policy is delivered by an agent upon an agreement that there shall be a delay of a few days, or weeks, for the payment of the cash; and sometimes a check or note is taken instead of cash. Such practices tend to trouble, particularly where fire happens before the agent has been paid by the insured. It sometimes appears in such cases that the agent has debited himself towards his principals; sometimes, however, it is the other way.

[To be continued.]

[1] "Sans qu'il soit besoin d'aucune mise en demeure."

[2] See *Salvin* v. *James*, 6 East.

[3] 1 El. Bl. & El. 183.

[4] In the absence of fraud, the policy statement concludes as to premium paid. Smith, Mercantile Law, p. 357 (8th Ed.). So the plaintiff need only wait, and prove the contrary of fraud after defendant's proofs to fraud. In *La Comp. d'Assurance des Cultivateurs & Grammon*, 24 L. C. Jurist, the insurance company took the insured's note for the premium, payment whereof was acknowledged, and policy delivered. The insured failed to pay the note at maturity. Held, that the insurance not the less attached. The policy was held to admit a *paiement effectif* to the satisfaction of the insurers. Judgment went in favor of the insured less the amount of the note, and this was confirmed by the Queen's Bench at Montreal, (Dec., 1879) the five judges being unanimous.

APPEAL REGISTER—MONTREAL.

Friday, May 16.

De Chantal & Plamondon.—*Acte* granted of *désistement* from the appeal.

Ex parte A. B. Coutlée.—Petition to be appointed a bailiff of the Court granted.

Montreal Loan and Mortgage Co. & Leclaire.—Heard. C. A. V.

Canadian Pacific R. Co. & Robinson.—Part heard.

Saturday, May 17.

Canadian Pacific R. Co. & Robinson.—Hearing concluded. C. A. V.

Crawford & Protestant Hospital for the Insane.—Application for precedence rejected.

Hagar & Seath.—Part heard.

Monday, May 19.

Hamilton & Lamb.—Leave to appeal from interlocutory judgment granted.

Hagar & Seath. — Hearing concluded. C. A. V.

Bonneau & Circé.—Submitted on factums. C. A. V.

Dominion Oil Cloth Co. & Coallier.—Heard. C. A. V.

Bergevin & Taschereau, & Masson.—Part heard.

Tuesday, May 20.

McBean & Blackford.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Bergevin & Masson.—Hearing concluded. C. A. V.

Palliser & Lindsay.—Heard. C. A. V.

Wilson & Lacoste.—Heard. C. A. V.

Moodie & Jones.—Part heard.

Wednesday, May 21.

Fournier & Leger.—Judgment affirmed.

Desvoyaux, Laframboise & Tarte Larivière.—Modified; costs of appeal against respondent.

Bergeron & Leblanc; Bergeron & Dufresne.—Affirmed.

Larivée & Société C. F. de Construction.—Reversed.

Foster & Fraser.—Affirmed.

MacManamy & City of Sherbrooke.—Reformed; costs of appeal against respondent.

Corporation of Ste. Geneviève & Boileau.—Affirmed.

Moodie & Jones.—Hearing concluded. C. A. V.

McFarlane & Fatt.—Part heard.

Thursday, May 22.

Walker & Guardian Fire & Life Ins. Co.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Molsons Bank & Hibbard, & Brush.—Motion for leave to appeal from interlocutory judgment. C. A. V.

McFarlane & Fatt.—Hearing concluded. C. A. V.

Sherbrooke Telephone Co. & City of Sherbrooke.—Heard. C. A. V.

Michon & Leduc, & Bousquet.—Heard. C. A. V.

Friday, May 23.

McBean & Blackford.—Leave to appeal from interlocutory judgment granted.

Molsons Bank & Hibbard.—Motion for leave to appeal from interlocutory judgment rejected.

Walker & Guardian Fire & Life Ins. Co.—Motion for leave to appeal from interlocutory judgment rejected.

Commissaires d'Ecole de Ste. Victoire & Hus.—Reversed, Church and Bossé, JJ., dissenting.

Commissaires d'Ecole de St. Marc & Langevin.—Reversed, each party paying his own costs, Tessier and Church, JJ., dissenting.

Exchange Bank & Fletcher.—Confirmed, Dorion, C.J., and Church, J., dissenting.

Barnard & Molson.—Reformed, each party paying his own costs, Dorion, C. J., and Church, J., dissenting.

Royal Institution & Scottish Union, & Barrington.—Confirmed.

Archambault & Bourgeois.—Confirmed.

Connolly & Bedard.—Confirmed, Doherty, J., dissenting.

Corporation de Chambly & Lamoureux.—Confirmed.

Roy, fils & Girard.—Reversed, each party paying his own costs in both Courts.

Grogan & Dolan.—Confirmed.

Canadian Pacific R. Co. & Charbonneau.—Reversed.

Hannan & Ross.—Reversed and action dismissed; Tessier and Bossé, JJ., dissenting.

Irving & Chapleau.—Reversed.

Morin v. *The Queen.*—Application on the part of the Crown, to have the return to the writ of error issued in the Court of Queen's Bench sitting at Quebec, transferred to the same Court sitting at Montreal. C. A. V.

Monday, May 26.

Morin v. *The Queen.*—Application rejected.

Schiller & Schiller.—Leave to appeal from interlocutory judgment refused.

Gareau & Blackwell.—Motion for leave to appeal from interlocutory judgment. C. A. V.

Great North Western Telegraph Co. & Montreal Telegraph Co.—Part heard.

Tuesday, May 27.

Gareau & Blackwell.—Motion for leave to appeal from interlocutory judgment rejected; Cross, J., dissenting.

Evans & Galt et al.—Appeal dismissed; no proceeding for a year.

Glasgow & London Ins. Co. & Canadian Pacific R. Co.—Do.

Lionais & Frechette.—Do.

Cie. de chemin de fer de Jonction de Beauharnois & Brodeur.—Do.

Archambault & Lalonde.—Do.

Ex parte C. T. Jetté.—Petition to be admitted a bailiff granted.

Labrecque & Letang.—Appeal dismissed.

Ex parte Desormeaux.—Petition to be admitted a bailiff granted.

Great N. W. Telegraph Co. & Montreal Telegraph Co.—Hearing concluded. C. A. V.

The Court adjourned to June 19 for judgments.