The Legal News.

VOL. XII. MAY 4, 1889. No. 18.

The appointment of Mr. Charles Chamilly De Lorimier, Q.C., to the bench of the Superior Court, in the place of the late Mr. Justice Globensky, which was semi-officially announced several months ago, appears, after a long delay, in the *Canada Gazette* of April 27, the appointment bearing date April 15.

The increase of judicial salaries has once more been deferred, the bill being left in suspense until the closing days of the Session, and then, so far as the proposed increase was concerned, dropped. It is difficult to understand the delay which has attended this measure. Lord Dufferin urgently recommended it eleven years ago, in one of his farewell addresses to the people of Canada (1 Leg. News, 469). "Pure and righteous justice," his excellency said, "is the very foundation of human happiness, but remember it is as true of justice as of anything else —you cannot have a first-rate article without paying for it." Three years later it was understood that a bill would be introduced for the purpose (4 Leg. News, 161), but the Session terminated without anything being done. In 1888, the first step was taken (11 Leg. News, 113), but the bill was not pressed. This year again, a bill was introduced, but the same fate has attended it. It is proper, of course, that a measure of this kind should be proceeded with deliberately. The judiciary should not be in the position of corporation officials, clamoring for an increase every year, and due regard must be had to the present and prospective condition of the country. But there is such a thing as being too deliberate.

The American Association for the Advancement of Science holds its next annual meeting in Toronto, on the 27th of August. Two of the annual gatherings of this body have been convened at Montreal, but this will be the first meeting held in Ontario. The session of the Association which numbers over 1500 members, will extend over a week.

The learned Dean of the Arts faculty of McGill may be pardoned if, in reviewing the events of the year at the annual convocation, he referred with some warmth to the B. A. controversy. Prof. Johnson has been for over thirty years engaged in the work of education. Mr. Pagnuelo, during nearly the same period, has been engaged in the controversies of the Courts. Some consideration must be had by each to the experience of the other. For the encouragement of the learned professor, however, we would take leave to tell a little story. In the Afghan war, a British column was advancing on a narrow pathway through a gorge. Suddenly a camel sat down and completely blocked the advance of the troops. After vainly attempting to move the beast, some one cried, "Light a fire against him." Others protested against the inhumanity of the proposal. At last, a fire was lighted, but the animal did not stir, which, according to the humanitarians, showed that he did not move because he could not. So pioneers were sent for, and after a great deal of trouble a road was made round him, when, just as it was completed, the camel got up quietly, without having been touched, and took up his position in the march. The universities, as they look at the matter, have been laboriously constructing a road round the camel. Perhaps the camel will now see fit to move on.

SUPREME COURT OF CANADA.

OTTAWA, March 18, 1889.

Ontario.]

GRAND TRUNK RAILWAY CO. v. MCMILLAN.

Railway Company—Carriage of goods—Bill of Lading—Carriage over several lines—Negligence—Exemption from liability for—R. S. C. c. 109, *s.* 104—*Construction of—Joint tort feasors—Action against—Bar to—Discharge by one.*

M. shipped certain goods by the G. T. R. from Toronto to Portage La Prairie, and the bill of lading contained the following conditions :—

"10. All goods addressed to the consignees "at points beyond the places at which the "company has stations, and respecting which "no directions to the contrary shall have

"been received at those stations, will be for-
"warded to their destinations by public car-
"riers or otherwise as opportunity may offer,
"without any claim for delay against the
"company for want of opportunity to for-
"ward them, or they may, at the discretion
"of the company, be suffered to remain on
"the company's premises or be placed in
"shed or warehouse (if there be such conve-
"nience for receiving the same) pending com-
"munications with the consignees, at the
"risk of the owners as to damage thereto
"from any cause whatsoever. But the de-
"livery of the goods by the company will be
"considered complete, and all responsibility
"of said company shall cease, when such
"other carriers shall have received notice
"that said company is prepared to deliver to
"them the said goods for further conveyance,
"and it is expressly declared and agreed that
"the said G. T. R. Co. shall not be respon-
"sible for any loss, mis-delivery, damage or
"detention that may happen to goods sent
"by them, if such loss, mis-delivery, damage
"or detention occur after the said goods ar-
"rive at said stations or places on their line
"nearest to the points or places which they
"are consigned to, or beyond their said
"limits."

Held, on the authority of *Bristol & Exeter Ry. Co.* v. *Collins*, (17 H. L. C. 194) that this clause could not operate to restrict the liability of the G. T. R. to loss or damage occurring on their own line, but that the contract by the G. T. R. Co. must be held to be for the carriage of the goods over the whole route so far as it could be performed by railway, and the other companies over whose lines the goods were to be carried to be the mere agents of the G. T. R. Co., for the purpose of such carriage.

Sect. 104 of the Railway Act, R. S. C. c. 109, gives a right of action against a railway company for breach of certain regulations and for failure to convey and deliver goods, etc., and declares that from such action "the company shall not be relieved by any notice, condition, or declaration, if the damage arises from any negligence or omission of the company or of its servants."

Held, that the plain construction of the whole section is that this prohibition only affects railway companies in respect to their duties and obligations as common carriers, and the G. T. R. Co. could, therefore, limit their liability, either as carriers or otherwise, in respect of goods to be carried after leaving their own line, the contract for such carriage being one they might have declined altogether.—*Vogel* v. *The Grand Trunk Railway Co.*, 11 Can., S.C.R. 612, distinguished.

The evidence showed that the loss and damage to the goods in this case occurred not in transit but after their arrival at the station named as the place of delivery and while in possession of another company.

Held, reversing the judgment of the Court below, (15 Ont. App. R. 14), Fournier and Gwynne, JJ., dissenting, that the above clause put an end to the liability of the G.T.R. Co., after such arrival, and the company having possession of them held them thenceforth as warehousemen and bailees for the consignees.

Held, also, with the like dissent, that the G. T. R. Co. were relieved from liability by reason of the consignees failing to give notice of their claim for loss within thirty-six hours after the arrival of the goods as provided in another condition of the bill of lading.

Quære, under the present law is a release to, or acceptance of satisfaction from, one of several joint tort feasors a bar to an action against the others?

Appeal allowed.

McCarthy, Q. C., and *Nesbitt*, for the appellants.

Christopher Robinson, Q. C., and *Galt*, for the respondent.

OTTAWA, April 7, 1889.

Ontario.]

WARNER v. MURRAY.

Insolvent estate—Claim by wife of Insolvent—Money given to husband—Loan or gift—Questions of fact—Finding of Court below.

M. having assigned his property to trustees for the benefit of his creditors, his wife preferred a claim against the estate for money lent to M. and used in his business. The assignee refused to acknowledge the claim, contending that it was not a loan but a gift

to M. It was not disputed that the wife had money of her own, and that M. had received it. The trial judge gave judgment against the assignee, holding that M. did not receive the money as a gift. This judgment was confirmed on appeal.

Held, affirming the judgment of the Court of Appeal, as the whole case was one of fact, namely, whether the money was given to M. as a loan by, or gift from, his wife, who in the present state of the law is in the same position, considered as a creditor of her husband, as a stranger, and as this fact was found on the hearing in favour of the wife and confirmed by the Court of Appeal, that this, the second appellate Court, would not interfere with such finding.

Appeal dismissed with costs.

Moss, Q. C., for the appellant.
Gibbons, for the respondent.

OTTAWA, April 9, 1889.

Ontario.]

VIRTUE v. HAYES. *In re* CLARKE.

Appeal—Final judgment—Jurisdiction—Discretion of Court or Judge.

Judgment was recovered in the suit of *Virtue* v. *Hayes*, brought to realize mechanic's liens, and C., the owner of the land on which the mechanic's work was done, applied by petition in the Chancery Division to have such judgment set aside as a cloud upon his title. On this petition an order was made, allowing C. to come in and defend the action for lien on terms, which not being complied with the petition was dismissed, and the judgment dismissing it was affirmed by the Divisional Court and the Court of Appeal. On appeal to the Supreme Court of Canada:

Held, that the judgment appealed from was not a final judgment within the meaning of section 24 (a) of the S. & E. C. Act, or if it was, it was a matter in the judicial discretion of the Court from which by sec. 27 no appeal lies to this Court.

Appeal quashed without costs.

S. R. Clarke, appellant in person.
W. Cassels, Q. C., for the respondent.

COUR DE MAGISTRAT.

MONTRÉAL, 14 mars 1889.

Coram CHAMPAGNE, J.

DESROSIERS v. DAOUST *et al.*

Billet promissoire—Débiteurs solidaires—Prescription—Interruption—Assignation nouvelle.

JUGÉ:—1o. *Que la prescription sur un billet promissoire ne commence à courir qu'après l'expiration du troisième jour de grâce.*

2o. *Que la permission obtenue du tribunal de signifier au défendeur une nouvelle copie du bref et de la déclaration, n'est pas un abandon de la première signification, de manière à empêcher celle-ci d'interrompre la prescription.*

3o. *Que dans le cas de deux débiteurs conjoints et solidaires, l'assignation régulière de l'un d'eux est suffisante pour interrompre la prescription contre les deux.*

L'action est sur billet promissoire intentée cinq ans et deux jours après la date du billet. Le défendeur Joseph Daoust fit défaut, l'autre défendeur Lozeau se plaignit de son assignation par exception à la forme. Le demandeur fit deux motions, une pour faire renvoyer l'exception à la forme, l'autre pour obtenir la permission de faire signifier une nouvelle copie du bref et de la déclaration au défendeur Lozeau. Ces deux motions furent accordées, et la deuxième copie fut signifiée le 26 février. Le défendeur Lozeau plaida alors prescription, prétendant que l'action qui pour lui commençait lors de la signification de la deuxième copie était prescrite.

La Cour jugea que la première assignation avait été suffisante pour interrompre la prescription, et que, d'ailleurs, cette prescription était également interrompue par l'assignation de Daoust, débiteur conjoint et solidaire. *Autorités*:—*C. C.* 2224, 2226, 2228; *Pothier Intro. au titre* 14. Coutume d'*Orléans* No. 26, No. 50-51; *Ste-Marie* v. *Stone*, Dor. *Dec. de la C. d'Appel*, vol. 2. p. 269.

W. Crankshaw, avocat des demandeurs.
Roy & Roy, avocats des défendeurs.

(J. J. B.)

COURT OF QUEEN'S BENCH—MONTREAL. *

Educational Institution—Exemption from taxes—Recovery of money paid by error—Arts. 1047, 1140 C. C.

HELD:—1. That property occupied as a private boarding and day school for girls, where there are numerous pupils and teachers, and no grant is received from the municipality in which it is situated, is an educational institution, within the meaning of § 2, C. S. L. C., cap. 15, sec. 17, as amended by 41 Vic., cap. 6, sec. 26, and consequently exempt from municipal and school taxes.

2. Where, in ignorance of the exemption so created, money has been paid as taxes upon such property, it may recovered.

3. In such action, when it was alleged that such payment had been made under constraint, and it was proved to have been made voluntarily, but through error of law and of fact, an amendment to make the declaration conform with that proof was not an alteration sufficient to change the nature of the action, and should be allowed even after the case had been submitted.— *Haight* v. *The City of Montreal*, Tessier, Cross, Church, Doherty, JJ., Nov. 27, 1888.

Delegation—Not accepted—Effect of—Art. 1180 C.C.

HELD:—That a delegation until it is accepted does not bind the parties delegants; it only operates as an *indication de paiement*.—*Reeves* v. *Darling*, Dorion, Ch. J., Monk, Ramsay, Tessier, Cross, JJ., Nov. 19, 1883.

Insurance, Fire—Goods destroyed in premises other than those described in policy—Inspection by company's agent—Motion for judgment on verdict.

A policy of insurance was effected on goods of the insured in No. 319, and the insurance was afterwards renewed without variation of its original conditions. Before the renewal, the insured had extended his premises into No. 315, and the company's agent visited the establishment, and saw the portion of both buildings occupied by the insured, and the goods contained therein. A fire destroyed the goods in No. 315, and slightly injured those in 319. In an action on the policy, claiming for the loss both in No. 319 and in No. 315, the jury found the facts as above stated, and both parties moved for judgment on the verdict.

HELD:—1. Reversing the judgment in Review, 4 Leg. News, 140, that where the findings of the jury are accepted by both parties as favourable to their respective pretensions, and the plaintiff moves for judgment on the verdict, the defendant may also move for judgment in his favor on the verdict, notwithstanding anything contained in Arts. 422, 433, C.C.P.

2. That on the facts found by the jury as above, the judgment should be for the defendants as to the loss of goods in No. 315; the inspection of the premises by the company's agent, before the renewal of the policy, not being sufficient to establish an agreement to vary the terms of the policy in respect of the locality in which the goods were represented to be.—*Citizens Insurance Co.* v. *Lajoie es qual.*, Dorion, Ch. J., Monk, Ramsay, Cross, Baby, JJ., March 24, 1883.

SUPERIOR COURT—MONTREAL. *

Insurance, Fire—Appraisement of loss—Award final—Division of loss.

HELD:—1. Where, after the fire, the parties agree to an appraisement of the loss (for which liability is admitted), the award is final and conclusive as to the extent of the loss sustained by the insured.

2. Where, by a condition of the policy, the insurers are in no case to be liable for any greater proportion of the loss than the amount insured by them bears to the total insurance on the property, they are entitled to have the claim reduced in accordance with such clause, though the other insurance be still unpaid, and a contestation in relation thereto be still pending.—*Heron* v. *Hartford Insurance Co.*, Johnson, J., Oct. 17, 1888.

Costs—Art. 488, C.C.P.—Discretion as to Costs—Review.

HELD:—That where no principle of law is involved, the Court of Review will not inter-

* To appear in Montreal Law Reports, 4 Q.B.

* To appear in Montreal Law Reports, 4 S.C.

fere with the discretion as to costs exercised by the Court below under Art. 478, C.C.P.; and it is not necessary that the judgment of the Court below should set forth the "special reasons" for which the losing party is exempted from the payment of costs.—*Andrews et vir* v. *Wulff*, in Review, Johnson, Taschereau, Mathieu, JJ., Oct. 31, 1888.

Commercial Corporations—Tax on—45 Vic. (Q.) c. 22.

HELD:—That the Act 45 Vict. (Q.) c. 22 applies only to commercial corporations; and that persons associated as underwriters, but not incorporated, are not subject to the taxes imposed by the Statute in question.—*Lambe es qual.* v. *Allan et al.*, Johnson, J., Nov. 30, 1888.

Railway—Damage sustained by reason of the railway—Limitation of action—42 Vic., c. 9, s. 27; 2 R. S. ch. 109, s. 27.

HELD:—That injury sustained by a workman employed in the construction of a railway, while being moved on a gravel train, is injury sustained "by reason of the railway," and the action for indemnity is prescribed by six months under 42 Vict., c. 9, s. 27; 2 R. S. (Can.) ch. 109, s. 27.—*Marcheterre* v. *Ontario and Quebec Railway Co.*, Johnson, J., Oct. 17, 1888.

Negligence—Collision between vehicles — Damages—Sessional allowance as Senator.

HELD:—1. In an action of damages, arising out of a collision between plaintiff's two-wheeled cart and the defendants' omnibus, where it appeared to the Court that, notwithstanding the bad condition of the thoroughfare and the narrowness of the space in which the vehicles had to pass, a collision might have been avoided by the exercise of greater care on the part of defendants' driver, and at all events by stopping the omnibus when the difficulty of passing safely was perceived, that defendants were responsible for the damage.

2. That the loss by a member of the Senate of Canada, of his sessional allowance during the time he is disabled by his injuries, should not be included in the estimate of damages: but the total amount of damages allowed in this case being moderate and reasonable, and not complained of, the judgment was not disturbed.—*Thibaudeau* v. *La Cie. de chemin de fer Urbain de Montréal*, in Review, Johnson, Jetté, Loranger, JJ., Nov. 30, 1888.

Declaration of Partnership—C S.L.C., ch. 65—Partners all resident abroad—Registration of declaration after the sixty days—Effect of.

HELD:—1. (By the whole Court); that ch. 65 of the Consolidated Statutes of Lower Canada, which requires that a declaration of partnership be filed by persons associated in partnership in the province, does not apply where none of the members of the partnership reside in the province, and no penalty for non-registration can be recovered in such case.

2. That where the declaration prescribed by law has not been filed within sixty days after the formation of a partnership, but has been filed before the institution of an action for a penalty, such action will not be maintained. (Johnson, J., differing on this point, is of opinion that an action for the penalty lies in such case.)—*Jelly* v. *Dunscomb*, in Review, Johnson, Jetté, Loranger, JJ., Nov. 30, 1888.

Trustees and administrators—Powers of—Lease for nine years with stipulation for renewal for nine years longer — Nullity — Authorization to sue.

HELD:—1. That a lease for nine years, with a stipulation that the lessee should have a renewal on certain conditions for nine years longer, is in effect a lease for eighteen years, and an alienation, which is *ultra vires* of trustees and administrators of public property, unless specially authorized by their act of incorporation.

2. That administrators who have entered into such a contract are entitled to sue for the resiliation thereof, as regards the second term; and a clause in the lease, which provided that three months' notice of termination of the lease should be given to the lessee, could not avail to the latter after the first term had expired.

3. That where the renewal for the second term was conditional on the proper discharge by the lessee of certain duties and obligations during the first nine years, it was competent to the lessors, at the expiration of the first term, to invoke the lessee's neglect of such duties as a ground of terminating the contract, without having made formal complaint previously.

4. That a resolution adopted by the trustees, that legal proceedings be instituted, if advised by counsel, is sufficient authority for the institution of a suit.—*Les Président et Syndics de la Commune de Laprairie* v. *Bissonnettte*, in Review, Johnson, Taschereau, Mathieu, JJ., Nov. 30 1888.

THE UNIVERSITIES AND THE B. A. QUESTION.

At the convocation of McGill University, April 30, Dr. Johnson made the following observations:—

The universities of modern times have been in existence for eight hundred or perhaps a thousand years. On this continent and in this country a century gives a respectable hue of antiquity; yet in the history of universities a century does not count for much. A few years ago the university of Edinburgh celebrated the completion of its third century, in 1886 Heidelberg its fifth, and last year Bologna its eighth. Oxford and Paris are probably still older. During all these centuries they have been centres of intellectual light, gathering up and keeping alive the knowledge slowly gathered by man in the ages of the past; adding to it and transmitting it to successive generations; sending out their sons to spread abroad this knowledge; planting younger institutions as fresh centres for its dissemination in other regions, there again throwing out new offshoots both in the old world and the new. There may be traced the descent of this university and of all others on this continent. Tens of thousands of teachers have gone forth from them in these rolling ages; tens, hundreds of millions of men must have directly or indirectly been benefited by them in that time. Noble has been their work, vast their influence, wide-spread their reputation. But there are regions of the world that know them not as yet. I need not speak of Asia, though even there, under the fostering care of our great empire, they have begun an existence that promises to be prosperous; nor shall I refer to the Islands of Polynesia or the wilds of Africa, but I must speak of a province of this Dominion, of a part of the inhabitants of this very city, of a body of gentlemen belonging to what is termed by courtesy one of the "learned" professions, who deliberately and as a body have declared their ignorance of the value of a university training in arts and of the B. A. degree, which crowns its termination; not the B. A. degree of this university alone, observe, nor that of Lennoxville, but those of *all* universities, whatever be their province or country, in the new world or the old, however ancient or however famous they may be. All alike are rejected as unworthy to give sufficient preparation for the Bar of the province of Quebec. I am perfectly aware that there are many able men and men of learning who belong to the profession, and I am also equally aware that they cannot but feel shame at the action of the body to which they belong, a body whose title to be called a learned profession in other countries depends upon the fact that so many, if not all, the members of it have been, and are, compelled to take a university degree before admission to it. It may be asked how it is possible to account for the fact that while in all the rest of the civilized world a university training is so highly esteemed, in this province so little is thought of it. I shall not attempt to account for it. It is no more my duty to account for this than to explain why a man, in addressing a letter to me, puts two f's in professor. He may insist on his legal right to put in two f's if he chooses. At any rate the fact is there. It may give some comfort to you gentlemen to know that the degrees which you receive to-day are appreciated elsewhere than in the province of Quebec. If you go to Ontario, your diploma will admit you to study for the bar without further examination; so will it for the bar of England, and not less for the bar of France. In your own native province only will it be ignored. I hope, however, that this will not last long. The light of knowledge has often

been compared to that of the sun. I fear that in the present case the comparison to that of the electric light would be more appropriate; through it, as you must have noticed, there often shoot long beams of darkness, forming a violent contrast to the brilliancy which envelops them. It must be some such beam, perhaps a survival from the dark ages, that has been resting on the legal profession, while the people of the province at large have proved that they are sensible of the light, as shown by the vote of their representatives in the Legislative Assembly last session, when the majority in favor of the universities was so large. The action of the Council unfortunately rendered this valueless. Still progress has been made. The result is, that for the present year at least, if any of you purpose going to the Quebec Bar, you will have to pass an examination which is not necessarily a test of education, but only of information, perhaps hastily acquired, and as hastily dropped, like a lawyer's knowledge of the facts of a client's case of which he disburdens his mind when the need for them has passed.

A JURY OF MATRONS.

In 1778 Bathsheba Spooner, together with three men, was tried, convicted, and hanged for the murder of her husband (2 Chandler's Criminal Trials, pp. 1–58). No case in Massachusetts attracted greater attention in its day. All elements of interest united to make it a tale of romance.

It was only a few months after Burgoyne's surrender that a young American officer caught the attention of Mrs. Spooner, won her love and confidence. He was one of those that were hanged at Worcester. Hon. Timothy Ruggles, of Hardwick, was the father of Mrs. Spooner. He was a large landowner, a real lord of the manor, who kept extensive game parks and a stable of thirty or more saddle-horses; a lawyer, judge, politician, soldier, president of the first Continental Congress, and already in 1778 an emigrated Tory. Hence the strong political feeling against Mrs. Spooner.

But there is a point of great legal interest connected with the trial. While under sentence of hanging, Mrs. Spooner petitioned the governor and council for a respite on account of her pregnancy. The council issued to the sheriff a writ *de ventre inspiciendo*, ordering him to summon a jury of "two men midwives and twelve discreet and lawful matrons" to ascertain the truth of her plea. "The verdict of the above matrons is that the said Bathsheba Spooner is not quick with child." Accordingly Mrs. Spooner was executed. But a *post-mortem* examination proved that her assertion had been true.

In Massachusetts there has been found no subsequent case in which a jury of matrons has been summoned, although there seems to be no evidence that such a jury is not still a part of the machinery of the courts of the State. It was hardly likely that the jury of matrons would be summoned again so long as Mrs. Spooner's case was fresh in mind. Moreover, the progress of the science of medicine has been so great during the past century that every year has seen it less expedient to resort to such clumsy means, when doctors can be had. It is not strange that the *Albany Law Journal* jeers at the Pennsylvania papers for suggesting that such a jury be summoned; "it is antiquated," is the taunt. It is possible, even by an examination of the later cases, to discover a tendency to put questions of alleged pregnancy to doctors for decision. The writ in Mrs. Spooner's case, for example, added two "men midwives" to the twelve matrons—a departure from common-law practice not entirely happy, however, if we judge by the result. The jury of women in *Anne Wycherley's Case*, 8 C. & P. 262, asked for and got the assistance of a surgeon. In New York the request for a jury of matrons was refused, but the circumstances of the case warranted the refusal without any reflection on the merit of the jury itself. In view of all these facts it seems quite likely that a question of pregnancy arising to-day would be referred for decision directly to doctors.—*Harvard Law Review.*

How Jurymen Spell.—The Portsmouth *Times* publishes the following copies of the ballot slips used by a jury which tried a man for grand larceny in a New Hampshire court; Gilty, geilty, guilty, not gealty, gillty, geilty, not guilty, gildty, guildy, guilty, gilltey, gealty. What of it? Ability to spell properly is a great acquirement, but men who can't do it, often have good common sense.—*Cambridge Daily.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 27.

Judicial Abandonments.

Paul Bayeur, trader, Berthier, April 23.

Polycarpe Bernard, trader, Deschambault, April 24.

Cyprien Dessaint dit St. Pierre, and Edouard Dessaint dit St. Pierre, traders, Hélène, April 24.

Henry Thomas Farley, Arthabaskaville, April 25.

Paul Gardner *et al.*, traders, St. Ferdinand d'Halifax, April 18.

Arsène Gaudreault, trader, Les Eboulements, April 23.

Charles Guimont, trader, Cap St. Ignace, April 20.

Annie Gilchrist, Aylmer.

David Hambleton, Lachute, April 15.

Charles William Higgins, trader, Papineauville, April 17.

Charles Victor Roberge, St. Médard de Warwick, April 23.

Romuald St. Jacques, St. Hyacinthe, April 23.

Isaac D. Thurston, boot and shoe manufacturer, Montreal, April 17.

Adélard Noiseux, inn-keeper, Belœil, April 17.

Curators appointed.

Re Ferdinand Bégin, currier, Lévis.—C. I. Labrie, village of Lauzon, curator, April 18.

Re Cyrille Benoit, Verchères.—Bilodeau & Renaud, Montreal, joint curator, April 17.

Re Henri Dussurault, St. Narcisse.—Kent & Turcotte, Montreal, joint curator, April 17.

Re Virginie Perrault, Victoriaville.—Kent & Turcotte, Montreal, joint curator, April 24.

Re Elzéar Drolet.—F. Valentine, Three Rivers, curator, April 13.

Re C. W. Higgins, Papineauville.—J. McD. Hains, Montreal, curator, April 25.

Re Léon Lahaie, Batiscan.—Kent & Turcotte, Montreal, joint curator, April 24.

Re James B. Luckerhoff.—John Ryan, Three Rivers, curator, March 26.

Re D. McCormack & Co.—C. Desmarteau, Montreal, curator, April 24.

Re J. D. Thurston.—C. Desmarteau, Montreal, curator, April 24.

Dividends.

Re J. P. Dusablon, Three Rivers.—Dividend, payable May 6, F. Valentine, Three Rivers, curator.

Re Jules B. Fortin.—First and final dividend, payable May 14, C. Desmarteau, Montreal, curator.

Re Jos. B. Giguère.—First and final dividend, payable May 16, C. Desmarteau, Montreal, curator.

Re Thomas Lee.—Dividend, payable May 16, Angus McKay, Montreal, curator.

Re Sutton & Sutton.—First and final dividend, payable May 9, A. McKay and J. J. Griffith, Sherbrooke, joint curator.

Re Louis Meunier.—First and final dividend, payable May 14, C. Desmarteau, Montreal, curator.

Re Noonan, Giblin & Co.—First dividend, payable May 13, A. W. Stevenson, Montreal, curator.

Separation as to Property.

Anna Béliveau vs. Ludger Bergeron, St Grégoire le Grand, April 18.

Ursule Hebert vs. George Hervieux, St. Sauveur de Québec, April 20.

Cléophée Massé vs. Isaïe Fréchette, trader, St. Hyacinthe, April 12.

Joséphine Morin vs. Michael Chenard, merchant, Fraserville, April 23.

GENERAL NOTES.

An Ominous Exordium.—John H. Morrison practiced law many years ago in Ohio. He had some striking peculiarities, which were in the habit of cropping out in court. He was once trying a case before Judge Patrick Henry Goode and a jury, and opened his side of the case as follows: "May it please the court, by the perjury of witnesses, the ignorance of the jury, and the connivance of the court, I expect to lose this case." "What is that you say, Mr. Morrison?" That is all I have to say on that point, and the court will feel happier if I do not repeat what I have already said. From the looks of the jury I infer that they would rather not have heard it once."—*Cincinnati Enquirer.*

A Consultation.—Patient Man—"Suppose a woman makes it so hot for her husband that he can't live with her, and he leaves her, what can she do? Lawyer—"Sue him for support." Patient Man—"Suppose she has run him so heavily into debt that he can't support her, because his creditors grab every dollar as quick as he gets it, besides ruining his business with their suits? Lawyer—"If for any reason whatever he fail to pay her the amount ordered, he will be sent to jail for contempt of court." Patient Man—"Suppose she drives him out of the house with a flat-iron, and he's afraid to go back?" Lawyer—"She can arrest him for desertion? Patient Man—"Well, I don't see any thing for me to do but go hang myself." Lawyer—"It's against the law to commit suicide, and if you get caught attempting it, you'll be fined and imprisoned. —*N. Y. Weekly.*

An Unexpected Answer.—As funny a thing as ever occurred in a court happened in Napoleon, O., in 1839, before Judge Potter and a jury. A case was on trial, and an outsider seated himself on one of the puncheons at the far end of the panel of jurors, there being no other available seat. When the defendant's counsel arose to address the jury he scanned the face of each very closely, and naturally his gaze was directed to the farthest man from him, who didn't happen to be a juror at all. Glaring at him, he began: "Gentlemen of the jury, I want to know what this man (referring to the plaintiff in the case) has come into court for? What is his business? What right has he here? What is he seeking for? Again I repeat, gentlemen of the jury, why is he here?" The countryman imagined that the question had direct reference to himself, and when the lawyer paused to give due weight and emphasis to the question, he jumped to his feet and howled: "What am I here for, you cross-eyed cock of the walk? What am I seeking for in this here court? I'll tell you in short order, you weazen-faced old son-of-a-gun. I've been here three days a-waitin' fer my fees, and nary a red kin I git. Pay me my witness fees, sir, and I'll git out of here immediately." This unexpected oration brought down the house, and the lawyer never finished his able argument.—*Cincinnati Enquirer.*