THE

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CURRENT TOPICS AND CASES.

Those who remember the prodigality with which appointments of Queen's Counsel were made, in this province as well as elsewhere, only a few years ago, will feel rather surprised to learn that even a diligent investigation of the registers could disclose the names of forty-one other members of the bar, in the province of Quebec alone, upon whom the distinction had not been already conferred. Yet the *Canada Gazette* has been publishing weekly a fresh list of names which already number forty-one, and no man can predict what the total may be. We have so often referred to the subject of Queen's Counsel appointments (see particularly vol. 13, p. 25), that we presume our readers are nearly as tired of it as we are. The supposed honor having ceased to have any significance or use (unless it be regarded as an indirect tax upon the profession), common sense seems to suggest that it should be abolished.

The *London Law Journal* notes an interesting case relating to the liability of inquiry offices towards those concerning whom they give information. A Mr. Whitechurch, an English merchant in Paris, applied to a well-known agency there, Messrs. Wys Muller, to ascertain the commercial standing of Messrs. Weissmann & Kahn. The reply of the agency was favourable, but a few days

later the agency informed Mr. Whitechurch that they had learnt that Messrs. Weissmann & Kahn had become insolvent. They did not state this as a rumor, but as a fact. Mr. Whitechurch informed Messrs. Weissmann & Kahn of the information given him and its source, whereupon the injured firm took proceedings against Messrs. Wys Muller for defamation. The Tribunal of Commerce found against the plaintiffs, but the Court of Appeal declared itself satisfied that the statement was untrue, and that Messrs. Wys Muller had, therefore, incurred liability towards the appellants. The ground given by the decision is important. It is not material, it states, that the information was given "confidentially and without guarantee;" this does not annul the fault and its consequences. Even a rectifying note sent later on only diminished, but did not extinguish, the damage done, which was assessed at 2,000 francs. Messrs. Wys Muller hereupon sued Mr. Whitechurch for divulging the information, in spite of his engagement to treat it as confidential and himself as responsible for the consequences if he should divulge it. The Tribunal of Commerce condemned him to pay 500 francs damages for violation of his engagement, and this the Court of Appeal confirmed. It will be observed that, in spite of Whitechurch's undertaking to guarantee the agency against the consequences of divulging the information given, he only pays 500 francs of the 2,000 francs for which the agency is condemned.

COURT OF APPEAL ABSTRACT.

Partnership—Participation in profits—Liability to third parties.

Held:—That participation in the profits of a business does not make the person participating liable as a partner towards third parties unless he has been held out to the public as a partner.

M. entered into an agreement with N., who was then doing business alone under the style of B. L. Nowell & Co., by which M. advanced N. the sum of $2,000, for which he was to receive 8 per cent interest and one half the net profits of the business.

M. also entered N.'s employment as manager, at a salary of $1,200 a year. The agreement was for a year, at the end of which time N. agreed to take M. into the business as a partner, if M. so desired. After about 15 months N. made an assignment, and M. was sued for a debt of B. L. Nowell & Co., on the ground that by virtue of the above agreement he was a partner. *Held*, that M., not having been held out to the public as a partner, was not liable as such to third parties.—*Reid & McFarlane*, Montreal, Lacoste, C. J., Baby, Blanchet, Hall, Wurtele, JJ., (Baby, J., diss.) January 26, 1893.

Attorney and client—Right to remuneration in excess of official tariff.

Held :—An advocate has the right, in the absence of any agreement, to recover judgment against his client, for the proved value of his professional services, irrespective of the tariff. In the absence of a special agreement between advocate and client there is a presumption that the tariff shall govern as to the advocate's remuneration, but this presumption may be rebutted by evidence as to the unusual or unexpected importance or duration of the litigation.—*Christin et al. & Lacoste et al.*, Montreal, Baby, Bossé, Blanchet and Hall, JJ., January 26, 1893.

Vente pour taxes municipales super non domino—Nullité—Prescription—Arts. 1487 *C. C.*, 632 *C. P. C.*, 1015 *C. M.*

Jugé, que la vente pour taxes municipales d'un immeuble qui, avant la saisie et la vente, était devenu la propriété d'un tiers, est nulle, et que le tiers peut invoquer cette nullité même après l'expiration des deux ans que l'article 1015 du code municipal accorde pour demander l'annulation de semblables ventes.—*Lovell & Leavitt*, Montréal, Lacoste, J. C., Baby, Bossé, Blanchet, et Wurtele, JJ., 25 mars 1893.

Procédure—Cassation d'un règlement municipal—Droit d'appeler —Articles 1033, 1053, 1054 *et* 1142 *C.P.C. et* 100, 698 *et* 1077 *C.M.*

Jugé, qu'il y a pas d'appel du jugement de la cour de circuit cassant un règlement municipal.—*Corporation de la paroisse de St. George de Henryville & Lafond*, Montréal, Baby, Bossé, Blanchet, Hall, Wurtele, JJ., 26 janvier 1893.

Jury trial—Misdirection—Art. 414, *C.C.P.—Verdict against evidence—New trial.*

Held: 1. A verdict will not be set aside for misdirection by the court as to a point not material to the issue, and where it appears that justice upon the whole case was done and the proper question left to the jury.

2. Where the jury have properly and sufficiently answered one of the questions submitted to them, it is a sufficient compliance with Art. 414, C.C.P., if they refer, in their answer to a subsequent question, to their former answer as containing a sufficient reply to the question.

3. A new trial will not be granted on the ground that the verdict is against evidence, even where the court would have come to a different conclusion from that reached by the jury; but there must be such a preponderance of evidence as to make it unreasonable for the jury to find the verdict complained of.— *Royal Canadian Insurance Co. & Roberge*, Montreal, Baby, Bossé, Blanchet and Hall, JJ., December 23, 1892.

Summary Matters—Curator—Exception to the Form—Attorney's Signature—Arts. 56, 887, *C. C. P.*

Held, 1. The curator has the same right as the party he represents to proceed summarily in the cases mentioned in article 887, C. C. P., as amended by R. S. Q. 5977, 53 Vic. c. 61, s. 1, and 54 Vic. c. 41, s. 4

2. An exception to the form will not be maintained on the ground that the signature of the attorney certifying the copy of declaration was not written by the attorney himself, if it be proved that the signature is in the handwriting of a person duly authorized to sign for the attorney, the defendant in such case having no grievance.—*Prince & Stevenson*, Lacoste, C. J., Bossé, Blanchet, Hall & Wurtele, JJ., Montreal, Feb. 28, 1893.

Exécuteur testamentaire—Saisine—Inventaire—Interprétation—Arts. 917, 918 *et* 919, *C. C.*

Jugé, L'exécuteur testamentaire est saisi des biens meubles du testateur au momant du décès de ce dernier, indépendamment de la confection de l'inventaire.

L'art. 919 C. C., ne fait qu'énoncer les devoirs de l'exécuteur testamentaire, à défaut de l'accomplissement desquels, l'héritier,

ou le légataire universel peut demander sa destitution.—*Cook et al., & La Banque de Québec*, C. R., Québec, Lacoste, J. C., Bossé, Blanchet, Hall et Wurtele, JJ., 10 janvier, 1892.

SUPERIOR COURT ABSTRACT.

Mari et femme—Pension alimentaire—Séparation de corps—Enfants mineurs.

Jugé :—1. Que lorsque l'épouse est forcée par les mauvais traitements de son mari de vivre séparée de lui, elle peut porter contre lui une action pour pension alimentaire, tant pour elle-même, que pour les enfants qui sont à sa charge, sans avoir recours à l'action en séparation de corps.

2. Qu'elle peut prendre cette action sans avoir été nommée tutrice de ses enfants mineurs.—*Beaudry* v. *Starnes*, C.S., Montréal, Taschereau, J., 25 novembre 1892.

Propriété littéraire et artistique—Action pour amende—Défense en droit.

Jugé, que pour pouvoir réclamer la pénalité édictée par la 32e section du ch. 62, S. R. C., concernant la propriété littéraire et artistique, il faut alléguer la possession par le défendeur du nombre d'exemplaires qui forme la base de l'action.—*Ashdown* v. *Lavigne et al.*, C. S., Montréal, Pagnuelo, J., 20 février 1892.

Execution—Guardian—Rule against—Option—Art. 597, *C. C. P.*

Held :—A rule against a guardian to effects seized under execution, which gives him the option of producing the goods seized, or of paying the value thereof, without stating what the value amounts to, and asks that he be imprisoned until he shall have paid an unascertained value of goods or amount of money, is illegal, and will be set aside.—*Evans* v. *Wiggins*, and *Wiggins*, guardian, *mis-en-cause*, S. C., Montreal, de Lorimier, J., May 31, 1892.

Cession et transport—Saisie-arrêt—Connaissance du cessionnaire de la saisie arrêt—Signification du transport—Arts. 2085, 2127 *C. C., et* 625 *C P. C.*

Jugé : 1. Que le transport judiciaire d'une créance portant hypothèque qui résulte d'une saisie-arrêt, doit être enregistré, et s'il

ne l'a pas été, ce transport est sans effet à l'encontre d'un cessionnaire subséquent qui s'est conformé aux exigences de la loi.

2. Que la connaissance que le cessionnaire a pu acquérir de cette saisie-arrêt non enregistrée, ne préjudicie pas aux droits qu'il a acquis par le transport régulier et enregistré de la même créance, qui lui a été fait pour valeur.

3. Que la signification par extrait d'un acte de transport est suffisant si l'extrait récite toute la clause de l'acte de transport qui se rapporte à la créance en question.—*Lalonde* v. *Garand*, C. S., Montréal, Pagnuelo, J., 28 juin 1892.

Procédure—Péremption d'instance—Actes interruptoires—Pièces produites après les délais—Arts. 207 *et* 458 *C. P. C.*

Jugé: 1. Que le jugement de congé défaut que le demandeur a obtenu contre une première motion pour péremption d'instance ne constitue pas une procédure utile dans la cause qui puisse être opposée à une seconde motion pour péremption, la demande en péremption formant une instance distincte de l'instance principale.

2. Que des articulations de faits produites après enquête close, et par conséquent en dehors des délais de l'article 207 C. P. C., sans la permission de la cour ou le consentement de la partie adverse, et un avis d'enquête produit après la première motion pour péremption, mais qui avait été signifié avant la période de trois ans constituant cette péremption, ne sont pas des procédures utiles pouvant couvrir la péremption.—*Roy* v. *Cantin et al.*, C. S., Montréal, Taschereau, J., 11 avril 1892. (Confirmé en révision le 29 avril 1893.)

Trees on neighbour's land—Art. 529, *C. C.*

Held: A proprietor is not entitled, without obtaining authority to do so, to cut down trees and shrubs growing on his neighbour's land, on the line dividing their respective properties, on the ground that the trees and shrubs in question interfere with the cleaning of the boundary ditch, more especially where the weight of evidence shows that the ditch could have been cleaned without cutting the trees and shrubs.—*Bain* v. *Monteith*, S. C., Montreal, Gill, J., February 5, 1892.

Procédure—Folle enchère—Description défectueuse—Adjudicataire—Art. 717, C.P.C.

Jugé, que la demande dirigée contre un adjudicataire pour folle enchère sera renvoyée, si l'adjudicataire fait voir que le lot qui lui a été adjugé était décrit aux avis de vente comme étant un lot bâti, tandis qu'au contraire ce lot était vacant.—*Cité de Montréal* v. *Perodeau*, C.S., Montréal, Loranger, J., 28 janvier 1892.

Corporation municipale—Exécution de règlements—Mandamus.

Jugé: 1. Que le pouvoir accordé à une corporation municipale de faire des règlements pour une certaine fin, est une attribution législative, entièrement discrétionnaire, et qui n'impose aucune responsabilité civile si elle n'est pas exercée; que le fait d'avoir passé les règlements invoqués ne change pas la position d'une corporation municipale envers ses administrés, et ne la laisse pas moins libre soit d'en exiger l'exécution, soit d'en tolérer l'inobservance, soit même d'en décréter le rappel pur et simple, si elle le juge à propos.

2. Que toute personne intéressée pouvant elle-même poursuivre les infractions aux règlements municipaux, on ne peut par *mandamus* forcer la corporation elle-même à le faire, le recours par *mandamus* n'étant pas permis lorsque la loi autorise un autre recours efficace et régulier.—*Roy* v. *La Cité de Montréal*, C.S., Montréal, Taschereau, J., 3 mai 1892.

Procédure—Loi des licences—Compétence—Cour de Circuit—Art. 1031 S.R.P.Q.

Jugé, que la cour de circuit a seule juridiction pour connaître des actions en recouvrement d'amendes encourues pour infractions aux dispositions de la loi des licences, lorsque le montant de la demande n'excède pas $200.—*Lambe* v. *Beauchamp*, C.S., Montréal, Loranger, J., 16 février 1892.

Procédure—Honoraires d'experts—Articles 344, 345 C.P.C.

Jugé: 1. Que des experts nommés en justice ne sont pas obligés d'attendre l'issue du procès pour le paiement de leurs frais et honoraires; mais qu'ils peuvent, dès que le montant en a été contradictoirement établi, le recouvrer des parties, lorsque aucun dépôt n'a été fait en cour.

2. Qu'une partie ne peut se soustraire à ce paiement qu'en démontrant que le rapport des experts est nul et sans utilité dans la cause.—*Quirk* v. *New Rockland Slate Co. et al.*, C.S., Montréal, Loranger, J., 30 mai 1892.

Charte de la cité de Montréal—Changement du niveau d'une rue—Juridiction des cours—Dommages.

Jugé, que les dispositions de la charte de la cité de Montréal, 52 Vic., ch. 79, sec. 213 et 227, relativement à l'évaluation de dommages par des commissaires, n'enlèvent pas aux cours de justice leur juridiction ordinaire pour condamner la cité à payer des dommages et pour faire établir ces dommages d'après les modes de preuve ordinaire.—*Lamarche* v. *La Cité de Montréal*, C.S., Montréal, Pagnuelo, J., 29 janvier 1892.

Locateur et locataire—Stipulation de non réparation—Maison inhabitable—Résiliation de bail—Dommages—Tarif.

Jugé: 1. Que malgré la stipulation que le locateur ne sera tenu de faire aucunes réparations, pas même celles que la loi impose au propriétaire, la maison louée doit être habitable et salubre, sinon, le locataire a le droit d'exiger les réparations nécessaires pour rendre cette maison habitable, et à défaut de réparations, la faculté de laisser les lieux.

2. Que, cependant, lorsqu'avant l'action, le locateur a offert de résilier le bail, l'action du locataire pour dommages et les frais, sera renvoyée.

3. Qu'aucun honoraire ne sera accordé pour des définitions de faits qui ne sont autre chose que les anciennes articulations de faits pour lesquelles il n'est rien accordé par le nouveau tarif.—*Bagg* v. *Duchesneau*, C.R., Montréal, Mathieu, Gill et Pagnuelo, JJ., 31 octobre 1892.

Connaissement—Fret—Art. 2454, C.C.

Jugé, que le consignataire de marchandises sous un connaissement qui déclare que le fret sera payable par le consignataire, ne peut, après réception de ces marchandises, refuser de payer ce fret au maître du navire sous le prétexte que celui qui lui a consigné ces marchandises était son débiteur et devait payer le fret. —*Gosselin* v. *Préfontaine*, C.S., Montréal, Pagnuelo, J., 30 juin 1892.

Corporation municipale — Responsabilité — Négligence—Rue rendue dangereuse par suite de causes climatériques—Faute commune.

Jugé: 1. Que lorsque une corporation a négligé d'entretenir une rue pendant l'hiver, elle ne peut échapper à la responsabilité qui résulte d'un accident, en plaidant que la rue s'est trouvée dangereuse par suite d'un dégel subit, son devoir étant d'y couper la glace et de couvrir les trottoirs de cendres.

2. Que néanmoins le demandeur, un vieillard, s'étant imprudemment engagé dans une rue à pente raide, sans grappins et avec des claques en caoutchouc usées, il y a lieu de mitiger les dommages à cause de la faute commune des parties.—*White* v. *Cité de Montréal*, C.S., Montréal, Pagnuelo, J., 29 janvier 1892.

Loi des licences—Certiorari—Exception à la forme—Art. 116 *C.P.C., et* 1074 *S.R.P.Q.*

Jugé: 1. Que le dépôt exigé par l'article 1074, S.R.P.Q., dans le cas de l'émanation d'un bref de *certiorari* contre une conviction, est de rigueur, et l'absence de ce dépôt entrainera le renvoi de l'action.

2. Que le défaut de faire ce dépôt peut être plaidé par exception à la forme.— *Benoit* v. *Desnoyers, & Lambe*, intervenant, C.S., Montréal, Loranger, J., 16 février 1892.

Corporation municipale—Responsabilité—Pente des rues—Dégel.

Jugé, que lorsqu'un trottoir a été constamment entretenu en bon état, et que l'accident qui y est arrivé ne peut être attribué qu'à un dégel considérable ainsi qu'à la pente de la rue, il n'y a pas lieu de tenir la corporation responsable de cet accident.—*Foley et vir* v. *Cité de Montréal*, C.S., Montréal, Pagnuelo, J., 29 janvier 1892.

Procédure—Signification—Exception à la forme—Art. 61, *C.P.C.*

Jugé, qu'une banque qui a son bureau principal à Québec et une succursale à Montréal, ne peut être assignée à cette succursale, mais que l'assignation doit être donnée au bureau principal de la banque. (Voir dans le même sens *Baxter* v. *The Union Bank of Lower Canada*, 7 L.N. 61.)—*Loignon* v. *La Banque Nationale*, Montréal, Jetté, J., 16 septembre 1892.

Railway Act of Canada—53 Vict. c. 28, sec. 2—Cattle killed on track while straying—Absence of cattle-guards—Liability of company.

Held:—Where animals escape from the land of their owner, without any fault or negligence imputable to him, and stray upon the highway, and thence get on to the railway track at the point of intersection owing to the absence of cattle-guards, and are killed on the track at some distance from the point of intersection, the company is liable.—*Cross* v. *Canadian Pacific R. Co.*, S. C, Bedford, Lynch, J., Sweetsburg, Nov. 15, 1892.

Municipal law—By-law—Invalidity—Action for assessment—Exemption.

Held:—1. The illegality of a by-law passed by a municipal council, within the limits of its powers, and of a collection roll, cannot be pleaded as a defence to an action for the recovery of a tax thereunder, unless the invalidity alleged be absolute and not merely the absence of a formality, where said by-law and collection roll have not been previously attacked and proceedings have not been taken within the proper time to set them aside. Hence the omission to publish a by law after its approval by the lieutenant governor in council, not being a nullity attaching to the substance, cannot be invoked as a defence to an action to recover taxes under the by-law.

2. The description in a by-law levying an assessment, that its object is to make an assessment for general purposes, is sufficiently precise and determinate.

3. A tax becomes due when the public notices required by Art. 960, M. C., are given by the secretary-treasurer. A ratepayer is not entitled to a notice demanding payment of the taxes due with a statement in detail.

4. The exemption from municipal taxation applicable to educational institutions, and to parsonage houses and their dependencies, under Art. 712, pars. 3, 4, M. C., does not extend to lots of land adjoining a private boarding school, kept by a rector of the Church of England in Canada in his rectory, the produce of which land is used by the family of the rector and his pupils.—*Corporation of the Village of Freighsburg* v. *Rev. J. B. Davidson*, C. C., Sweetsburg, Lynch, J., Nov. 15, 1892.

Procedure—Action in formâ pauperis.

Held, where leave has been granted to a party to institute a suit *in forma pauperis*, and such action has been dismissed, the original order granting leave to proceed *in forma pauperis* cannot be invoked to sustain a suit in renewal of the first suit.—*Noel* v. *White*, S. C., Montreal, Davidson, J., April 6, 1892.

Insurance, Life—Insurance Money Payable to Widow—Party Interested Dying Before Insured—Remarriage of Husband—Claim to Insurance Money Deposited Under Quebec Judicial Deposits Act.

P. effected an insurance on his life for the benefit of his wife. The wife died first, and by her will named P. her universal legatee. P. married again, the contract of marriage stipulating separation of property. There was never any assignment of the policy for the benefit of the second wife. P. predeceased his second wife, and by his will bequeathed all his property to his daughter by the first marriage. The amount of the policy being claimed both by the daughter and the second wife, the insurance company deposited the amount in court.

Held, that the daughter was entitled to the amount of the insurance.—In re *Ætna Life Insurance Co.*, *Gaucher et al.*, and *Gosselin*, petitioners, S. C., Montreal, Tait, J., December 28, 1892.

Advocate—Withdrawal from Suit—Action for Fees—Disbursements.

Held, 1. An advocate has no right of action for his fees until the cause wherein he claims them has been terminated by judgment, settlement, or discontinuance, or until his client has withdrawn his mandate from him.

2. An advocate cannot withdraw from a cause without the permission of the court or judge, and even where such withdrawal is regularly made it does not give the advocate a right of action against his client for his fees before the termination of the cause.

3. The fact that the client has employed another lawyer in another case in which he was concerned, and did not respond to a notice by his attorney to inform him what he intended to do in the case in which he represented him does not justify an advocate in withdrawing from a case, or give him a right of action for fees before the termination of the suit.

4. An advocate is not bound to advance moneys as disbursements in a cause, but where he does so he is not obliged to await the result of the suit before he is entitled to sue for the reimbursement of such advances.—*Loranger et al.*, v. *Filiatrault et al.*, S. C., Montreal, Doherty, J., January 12, 1892.

Injur,—Burning in effigy—Minor—Responsibility.

Held, 1. Those who aid and abet, or take part in the hanging and burning of a person in effigy, with the object of bringing him into contempt, are jointly and severally liable in damages.

2. The father of minor children, who, although aware that his children were planning and abetting a proceeding of the above nature, did not interfere to restrain them, but actually encouraged them, is responsible for their acts.—*Lortie* v. *Claude et al.*, S.C., Montreal, Tait, J., April 2, 1892.

Procedure—Enquête—Foreclosure.

Held, Where a case has been inscribed for *enquête*, the plaintiff, on the day he closes his *enquête*, is not entitled to call upon the defendant to proceed with his *enquête* the same day, but should fix a subsequent day for that purpose. A foreclosure of defendant, and inscription upon the merits by the plaintiff, on the same day he closed his *enquête*, will be set aside as irregular.—*Compagnie de Prêt & Crédit Foncier* v. *Normand, & Guertin*, S.C., Montreal, Tait, J., April 30, 1892.

Substitution—Powers of curator—Opposition to seizure.

Held, The curator to a substitution, not being vested with the property of the substitution, has no quality or interest to make an opposition to the seizure thereof.—*Montreal Loan and Mortgage Co.* v. *Pilodeau, & Lavigne, es qual., opposant*, S.C., Montreal, Doherty, J., May 31, 1892.

Jurisdiction—Incidental demand.

Held, The Superior Court has no jurisdiction to dispose of an incidental demand made by the defendant in an action therein, for a sum less than $100, where said demand is separate and distinct from the principal action, and has no connection with the de-

mand on which it is based.—*Thompson* v. *White*, S.C., Montreal, Doherty, J., March 12, 1892.

Procedure—Summary Matters.

Held, Where a case has proceeded to judgment as a summary case, it is not necessary that the writ of execution issued thereon should bear the words "summary proceedings," which are required on the writ of summons.—*La Banque Nationale* v. *Trudel et al., & Trudel et al., opposants*, S.C., Montreal, Davidson, J., February 23, 1892.

Testament—Legs—Présomption—C. C. 890.

Jugé, 1. La présomption établie par l'art. 890 du C. C. s'applique à tout legs fait au créancier ou au domestique du testateur, même à un legs purement rémunératoire.

2. Cette présomption ne peut être détruite que par une énonciation à cette fin dans le testament même, ou par l'aveu du créancier ou domestique poursuivant établi suivant les règles de la preuve.—*Marmen* v. *Royer es qual.*, C.S., Québec, Casault, J., 24 déc. 1892.

Mari et femme—Action personnelle—Autorisation à ester en justice.

Jugé, Que sur le refus du mari d'autoriser sa femme à ester en justice pour poursuivre un tiers qui l'a assaillie, le juge peut alors accorder cette autorisation.—*Ex parte Dame Lemieux*, C.S., Québec, Andrews, J., 30 août, 1892.

APPOINTMENT OF QUEEN'S COUNSEL.

The following appointments of Queen's Counsel in the Province of Quebec, have appeared in the *Canada Gazette* :—

Gazette, March 18 :—Jean Joseph Beauchamp, Montreal ; Frs. de Sales Alphonse Bastien, Montreal ; Joseph Alexandre Bonin, Montreal ; Selkirk Cross, Montreal ; Henry John Kavanagh, Montreal ; James Kirby, Montreal ; J. Bte. Gustave Lamothe, Montreal ; Frederick Debartzch Monk, Montreal ; Pierre Basile Mignault, Montreal ; Louis Conrad Pelletier, Montreal ; Alfred Rochon, Hull ; George Edwin Bampton, Lachute ; Guillaume

Amyot, Quebec; William Charles Languedoc, Quebec; C. E. Leonidas Dionne, Quebec; Pierre Alphonse Boudreault, Three Rivers; Thomas Brossoit, Beauharnois; Louis Henri Archambault, Montreal; William Guild Cruickshank, Montreal; François Xavier Choquet, Montreal; Joseph Adelard Descarries, Montreal; Hon. Louis Philippe Pelletier, Quebec; Edward John Hemming, Drummondville.

Gazette, March 25:—Hon. Pierre Laurent Damase Evariste LeBlanc, Montreal; Joseph Raymond Fournier Préfontaine, Montreal; Peter Joseph Cooke, Montreal; Alexander F. MacIntyre, Montreal; Hormisdas Jeannotte, Montreal; Philippe Arthur Olivier, Three Rivers; Joseph-Edouard Bédard, Quebec.

Gazette, April 1:—John Gleason, Rimouski; Charles Henry Stephens, Montreal.

Gazette, April 22:—Thomas James Doherty, Montreal; Thomas Patrick Foran, Aylmer; Edwin Botsford Busteed, Montreal; Lawrence Stafford, Quebec.

Gazette, April 29:—John Malcolm McDougall, Aylmer; L. N. Duplessis, Three Rivers; Louis Charles Bélanger, Sherbrooke.

Gazette, May 6:—Eugène Lafontaine, Montreal; Gershom Joseph, Montreal.

The above appointments all bear date March 7, 1893.

THE LATE LORD SHERBROOKE.

Lord Sherbrooke's Memoirs, which have just been published, contain some incidents of legal interest. After an unsuccessful struggle for the Professorship of Greek in Glasgow University, Lowe came to London, studied law, and was called to the Bar in 1842. Then came a crisis in his life. He resolved to take the best advice he could get as to the probability that if business came he should be able to do it:—

> I consulted Lawrence, Travers, and Alexander. They said that I should become blind in seven years, recommended out-of-doors employment, and spoke of Australia or New Zealand as suitable places for the purpose. This strange advice entirely subverted and demolished the whole plan of my life. It is not very difficult to imagine the bitterness of such a revelation. To be told at eight-and-twenty that I had only seven more years of sight, and to think of the long night that lay be-

yond it, was bad enough; but the reflection that the object which I had struggled through a thousand difficulties with such intense labour to attain was lost to me was almost as bitter.

Lowe then set sail for Australia. Sydney was reached in October, 1842, and he soon obtained a fair amount of business. He was nominated by Sir George Gipps, the governor, to the Legislative Council, and as a debater he achieved an immediate success. This fact added to Lowe's fame at the Bar, and his biographer traces with great detail the subsequent period of his career in Australia.—*Law Journal.*

A LADY IN COURT.

The following piquant sketch of a first experience of the Old Bailey is from a letter to Miss Berry by Lady Dufferin, granddaughter of Sheridan and mother of Lord Dufferin, ex-Governor General of Canada. It is found in the life of Miss Berry and her sister by Lady Theresa Lewis, vol. iii, p. 497; and its humor is not unworthy of the wit of the "Critic," or the fun of the "Yacht Voyage to Iceland."

HAMPTON HALL, Dorchester,

Saturday (Oct. 14), 1846.

Your kind little note followed me hither, dear Miss Berry. As you guessed, I was obliged to follow my *things* (as the maids always call their raiment) into the very jaws of the law! I think the Old Bailey is a very charming place. We were introduced to a live Lord Mayor, and I sat between two sheriffs. The Common Sergeant talked to me familiarly, and I am not sure that the Governor of Newgate did not call me "Nelly." As for the Rev. Mr. Carver (the ordinary), if the inherent vanity of my sex does not mislead me, I *think* I have made a deep impression there. Altogether my Old Bailey recollections are of the most pleasing and gratifying nature. It is true I have only got three pairs and a half of stockings, one gown, and two shawls; but that is but a trifling consideration in studying the glorious institutions of our country. We were treated with the greatest respect and ham sandwiches, and two magistrates handed us down to our carriage.

HAMPTON COURT, October 22nd.

My mother and I have returned to this place for a few days in order to make an ineffectual grasp at any *remaining* property. Of course you have heard that we were robbed and murdered the other night by a certain soft-spoken cook who headed a storming-party of banditti through my mother's kitchen window; if not, you will be see the full, true, and dreadful particulars in the papers, as we are to be "had up" at the Old Bailey on Monday next for the trial. We have seen a good deal of life and learned a great deal of the criminal law of England this week,—knowledge cheaply purchased at the cost of all my wardrobe, and all my mother's plate. We have gone through two examinations in court; they were very hurrying and agitating affairs, and I had to kiss either the bible or the magistrate, I don't know which, but *it* smelt of thumbs.

I find that the idea of *personal property* is a fascinating illusion, for our goods belong in fact to our country and not to us; and that the petticoats and stockings which I fondly imagined *mine* are really the petticoats of Great Britain and Ireland. I am now and then indulged with a distant glimpse of my most necessary garments in the hands of different policemen; but "in this stage of the proceedings" may do no more than wistfully recognize them. Even on such occasions the words of justice are: "Policeman B 25, produce *your* gowns;" "Letter A 26, identify *your* lace;" "Letter C, tie up *your* stockings." All this is harrowing to the feelings, but one cannot have *everything* in this life. We have obtained *justice*, and can easily wait for a change of linen. Hopes are held out to us that at some vague period in the lapse of time we may be allowed to *wear* all of our raiment,—at least so much of it as may have resisted the wear and tear of justice; and my poor mother looks confidently forward to being restored to the bosom of her silver teapot. But I don't know. I begin to look on all property with a philosophic eye as unstable in its nature; moreover the police and I have had my clothes so in common that I shall never feel at home in them again. To a virtuous mind the idea that "Inspector Dawsett" examined into all one's hooks and eyes, tapes and buttons, is inexpressibly painful. But I cannot pursue that view of the subject."—*The Green Bag.*