The Legal News.

Vol. XI. MARCH 31, 1888. No. 13.

The trial of John Fahey is in some respects the most remarkable that has taken place in Montreal. Fahey, for some years connected with the police force of the city, was at the time of the offence in charge of a private detective agency. He was accused of being a participator in the stealing of money from the vault of the Grand Trunk dépôt at Montreal, on the 30th of October last. He had accomplices who have not yet been tried. There was a natural reluctance in the public mind to believe that a man, well known in the community, and who had long acted in a confidential capacity in matters of importance, could have so grievously betrayed the confidence reposed in him. Fortunately, however, the prosecution were able to complete a case against him which left not the shadow of doubt in the mind of any reasonable person. In addition to this, the defence, conducted as it was with great energy and skill, utterly failed to put forward any theory that was even to a small extent consistent with innocence. There was the presence of the accused at the scene of the robbery; there were his confidential disclosures to his supposed confederate Maxwell, who was in reality weaving a close net round the criminal; there were Fahey's own letters, the genuineness of which was stoutly contested by his counsel, which indicated that, weeks after the robbery, he was projecting further and more daring crimes; and lastly, there was the admission of his confederate Bureau, made to the police magistrate in the first confusion of detection and arrest. All these, and a dozen minor but not unimportant circumstances, laid bare the whole plot. On the other side, there was but the half-hearted suggestion that Fahey himself was desirous of catching some burglar—the personality of whom was a matter of indifference to him. Under the circumstances the jury, less confused than might have been expected by a trial extending over eleven days, appear to have entertained not the slightest doubt as to the guilt of the accused, and a dispassionate review of the evidence must bring every one to the same conclusion.

The *Law Magazine and Review*, referring to the evidence of prisoners in their own behalf, says:—"Ever since the endeavour to pass the Criminal Code Bill failed, hardly a year has been allowed to pass without the agitation being renewed in favour of an Act of Parliament abolishing the present rule which prevents prisoners from appearing as witnesses in their own behalf. As a result of this agitation, several recent statutes dealing with special offences have had inserted in them a proviso enabling the accused to give evidence when he is so minded. A notable instance of the infringement of the old common law rule is that of the Criminal Law Amendment Act, by virtue of which so many prisoners have tendered themselves as witnesses that we are in a position to form a pretty accurate idea of how the system would work in the event of its becoming a principle of universal application. What has been our experience? Simply this: It constantly happens that, after having gone into the witness-box and emphatically denied the charges against them, prisoners are, nevertheless, convicted. Why? Because, in nine cases out of ten, juries treat the testimony of the accused as absolutely worthless, seeing that they have everything to gain and nothing to lose by false swearing; nothing, at least, except the faintest of faint chances of a prosecution for perjury. Cross-examination, we were told, was to be the instrument which should lay bare falsehood, but unfortunately we have learned that it has no terrors for the unscrupulous. A man who is prepared to tell one lie will probably not stop short at a dozen. With the knowledge now acquired, Government might well reconsider the advisability of again introducing their measure of last year, having for its object the admissibility of the evidence of accused persons."

Morrison R. Waite, Chief Justice of the Supreme Court of the United States, died suddenly of pneumonia on the 23rd of March.

An interesting notice of the late Chief Justice will be found at page 285 of our last volume. He was born at Lyme, Conn., Nov. 29, 1816; graduated at Yale in 1837 in the same class with Mr. W. M. Evarts. He settled at Maumee City, Ohio, and was elected to the Ohio legislature in 1849. In 1850 he removed to Toledo, and took a prominent place at the Ohio Bar. In 1871 he acted as United States counsel at the Geneva arbitration on the Alabama claims. On the 4th of March, 1874, he was appointed Chief Justice of the Supreme Court. The *Albany Law Journal* says: "Chief Justice Waite had a character and led a career upon which the biographer may well delight to dwell without reservation or concealment. So far as it is permitted to human nature, he was a spotless and perfectly admirable and balanced being, wise, and good, and kind. In his magisterial capacity he was distinguished by wisdom rather than by great technical learning. He had the large sagacity and sound sense such as characterized our honoured Chief Judge Church, which enabled him to measure justice rather than weigh or compare precedents. Comparisons are odious but natural; and therefore it must be said that he was not so great a judge as Marshall —but who save Mansfield ever was?—and that he was not so learned a lawyer as Taney; but in both respects we deem him superior to Chase."

SUPERIOR COURT.

DISTRICT OF IBERVILLE, June 27, 1887.

Before LORANGER, J.

CATUDAL v. DAME LESSARD et al., and RICHARDSON, *mis en cause.*

Registrar's certificate—Right to be paid in advance—Taxation.

HELD:—*That a registrar, who is required by the Sheriff to furnish a certificate of the hypothecs existing on a property about to be sold, has a right to retain the certificate until his fees be paid. The registrar's fees are subject to taxation, but such taxation can only be had upon the petition of a party interested in the report of distribution.*

The judgment of the Court is as follows:—

"La Cour, après avoir entendu les parties au mérite de la requête du demandeur pour faire déclarer absolue la requête *nisi* émanée contre le mis en cause, examiné les procédures et les pièces produites, et délibéré:—

"Attendu que le demandeur allègue que le shérif du district d'Iberville a requis le mis en cause, régistrateur du comté d'Iberville de produire le certificat des hypothèques enregistrées contre la propriété saisie et vendue en cette cause; que le mis en cause au lieu de se conformer à cette demande a adressé au dit shérif un compte non taxé s'élevant à la somme de $16, en déclarant que sur réception de ce montant il expédierait le certificat en question, et qu'il ne se désisterait de ce certificat que sur paiement de cette somme;

"Attendu que le demandeur, vu ce refus du mis en cause, demande que la requête *nisi* qu'il a fait émaner contre lui soit déclarée absolue;

"Considérant qu'aux termes de l'article 699 du Code de Procédure Civile, le shérif doit se procurer du régistrateur de la Division d'Enregistrement dans laquelle se trouve l'immeuble vendu, un certificat des hypothèques enregistrées sur cet immeuble jusqu'au jour de la vente; lequel certificat le régistrateur est tenu de fournir moyennant rétribution fixée par ordre du Gouverneur en Conseil;

"Considérant qu'en vertu de l'article 705 C. P. C., le shérif a droit sur les deniers par lui perçus à tous les frais par lui faits pour arriver à la vente, ainsi que les honoraires qui sont attribués à son office, après qu'ils ont été taxés par le juge ou le protonotaire, avec ensemble le coût des certificats des hypothèques;

"Considérant qu'en vertu de l'article 740 du dit Code, le régistrateur est réputé officier du tribunal pour tout ce qui concerne tel certificat d'hypothèques, ainsi que pour la taxe des honoraires et frais, et pour services rendus à cet égard;

"Considérant que l'article 705 ci-dessus cité établit une différence entre les honoraires du shérif et ceux du régistrateur en ce qu'il déclare que ceux du shérif pourront être perçus après avoir été taxés par le juge ou le protonotaire, tandis que ceux du régistrateur ne sont pas soumis à la même règle;

"Considérant que le régistrateur, tout officier du tribunal qu'il soit pour les fins du certificat d'hypothèques, a le droit de retenir entre ses mains son certificat jusqu'au paiement de ses honoraires;

"Considérant toutefois que le régistrateur étant un officier du tribunal pour les fins susdites est soumis comme tel à la taxe de ses honoraires, mais que cette taxe ne peut se faire que sur un procédé contentieux entre lui et toute partie intéressée soit dans le jugement de distribution, soit dans le certificat lui-même;

"Considérant que le protonotaire est sans juridiction à taxer le mémoire du régistrateur; que cette taxe doit se faire par le juge sur demande d'une partie intéressée et après avis préalable donné au régistrateur;

"Considérant qu'il n'y a pas lieu de maintenir la règle émanée contre le mis en cause;

"Renvoie la dite règle," etc.

M. Morin, for Petitioner.

M. Careau, for the Registrar.

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*SUPERIOR COURT—MONTREAL.**

Mercantile Agency—Responsibility for communicating to a subscriber an incorrect report concerning the standing of a person in business.

HELD:—That persons carrying on a mercantile agency are responsible for the damage caused to a person in business by an incorrect report concerning his standing, though the report be only communicated confidentially to a subscriber to the agency on his application for information.—*Cossette* v. *Dun et al.*, Würtele, J., Nov. 12, 1887.

Negligence—Responsibility.

HELD:—Where a reaping machine was being driven by the defendant along the highway, the knife to the right side of the road; and the plaintiff's colt, which was straying upon the road, ran upon the machine, notwithstanding the defendant's efforts to keep it off—that the plaintiff was not entitled to recover the loss.—*Carr* v. *Black*, in Review, Johnson, Papineau, Loranger, JJ., December 20, 1887.

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

Builder's Responsibility—C. C. 1688—Repairs to old houses—Evidence.

HELD:—Where a builder makes repairs to an old house, in order to hold him responsible under C. C. 1688, it must be shown that the deterioration or loss complained of arose from a defect in the repairs, or the omission of something which the repairer was bound to do.—*Parent* v. *Durocher*, Johnson, J., June 30, 1887.

Promissory note—Illegal consideration—Note given to obtain consent to discharge of insolvent.

HELD:—That a note given by an insolvent, or by a third person, to induce the payee to consent to the insolvent's discharge, or to sign a deed of composition, is null and void; and where money is paid for the same purpose, it may be recovered from the creditor receiving it. The fact that the maker of the note is the insolvent's father, does not constitute a valid consideration for such a note; for a benefit to another is a good consideration only where the benefit can be had lawfully.—*Leclaire et al.* v. *Casgrain*, Johnson, J., Nov. 18, 1887.

Pleading—Evidence—Burden of proof.

HELD:—Where to a demand for money lent, the defendant pleaded compensation by a *bon* given to him by the plaintiff, which *bon* was in these terms: "Good to W. L. For-" syth (defendant) for $500, balance of the " payment of $1,000 purchase price of two-" twelfths of Anticosti—not transferable;" and the plaintiff answered specially that the *bon* was not given to the defendant personally, but in his capacity of manager of the Anticosti Company—that the burden of proof was on the plaintiff to prove the truth of the special answer.—*Bury* v. *Forsyth*, in Review, Johnson, Papineau, Loranger, JJ., Dec. 20, 1887.

Obligation—Joint and several condemnation.

HELD:—Where two persons who had sold one-fourth interest in an invention were condemned to make a practical test of the value

of the invention, as stipulated in the contract, or to repay the purchase money, that the condemnation was properly joint and several.—*Dyson* v. *Sweanor et al.*, in Review, Torrance, Bourgeois, Loranger, JJ., Jan. 30, 1886.

Execution of judgment—Effect of inscription in review—Delay.

HELD: 1. Where a delay has been fixed by a judgment for the specific performance of an obligation, and the case is inscribed in review, the delay runs only from the date of the final judgment confirming that of the Court below.

2. That a delay allowed by a judgment for the execution of a contract is a delay in procedure within the meaning of C. C. P. 24, and where such delay expires on a Sunday, the debtor may execute the obligation on the following day. And so, where the final judgment in review was rendered January 30, and February 14 and 28 were both Sundays, it was held that the execution of the obligation on February 15 and March 1 was within the delays of fifteen days and one month allowed for the execution of the obligation in Montreal and London respectively.—*Dyson* v. *Sweanor et al.*, and *Beuthner*, in Review, Johnson, Taschereau, Mathieu, JJ. (Mathieu, J. *diss.*), Sept. 30, 1887.

DECISIONS AT QUEBEC. *

Condition préalable—Terme de paiement—Dette litigieuse—Retrait.

JUGÉ:—1o. Que la stipulation, dans un contrat de vente d'une quantité déterminée d'écorce de pruche, que des avances de $2.00 par corde seront faites au vendeur avant l'expiration du temps où elle peut être pelée, et que la balance du prix convenu pour chaque corde sera payée à la livraison l'hiver suivant, n'est qu'un terme de paiement et non une condition qui fasse dépendre de la livraison de toute l'écorce l'exigibilité de ce qui reste dû pour celle livrée; et que, la livraison du tout fut-elle une condition préalable au paiement de partie, le défaut de faire les avances au temps convenu ne permettrait pas d'opposer la demande de la balance restant due pour la quantité livrée.

2o. Que le retrait de la dette litigieuse, dont l'existence est niée, ne peut pas être proposé par des conclusions subsidiaires pour le cas où la demande serait prouvée, ni par le débiteur qui a contesté jusqu'au bout; que le défendeur, tant qu'il conteste, ne peut pas user de ce droit et que, pour demander le retrait, il doit cesser de défendre.—*Weil* v. *Gagnon*, C. S., Casault, J., 6 mai 1887.

Attachment—Secretion—Insolvency.

Appellants, being indebted to respondent, for money expended upon certain dumping cars held by him under lease from them, made an assignment in insolvency, under the laws of Ontario, and their assignee sold the cars to one Beemer, whereupon respondent seized them, by attachment in the nature of a saisie conservatoire, alleging his debt, fraud and secretion on the part of appellants, and that said cars were the only property they possessed in the Province of Quebec. Appellants petitioned to quash.

HELD:—That the facts disclosed did not constitute a fraudulent secretion and were not sufficient to justify the attachment, and that respondent, by his proceedings, having acknowledged the legal existence of appellants, they had sufficient interest to contest the attachment.

That respondent having answered the petition to quash by a general denial only, would thereafter be restricted to the precise matter set up in his affidavit, and could not avail himself of other proof in the record which might show him to be entitled to the remedy sought to be enforced.—*Ontario Car Co. & Hogan*, in appeal, Dorion, C. J., Cross, Baby, Church, JJ., Oct. 8, 1887.

Testament—Paiement des dettes—Partage—Prescription.

Un testateur lègue à chacune de ses trois filles deux lieues de front sur deux lieues de profondeur à prendre dans les seigneuries de Témiscouata et Madawaska à partir du chemin du portage, et "le restant" des sei-dites

* 13 Q. L. R.

gneuries à deux de ses fils, déclarant que les biens légués aux trois filles seront exempts du paiement des dettes qu'il laissera lors de son décès, puis il fait d'autres legs particuliers, et la balance de sa succession reste *ab intestat*. Plus tard (et c'était avant notre Code Civil) il vend *ex necessitate urgente* les deux seigneuries pour £15,000, puis paie ses dettes au montant de £5,400. En sorte qu'à sa mort, il ne reste sur le prix de vente des deux seigneuries, que £9,600, qui sont maintenant devant la Cour pour être distribués.

JUGÉ:—Que les trois filles ne peuvent prendre dans ces £9,600 que leur part proportionnelle dans ce montant, et non la part qu'elles auraient droit d'avoir dans les £15,000, attendu que pour faire contribuer les deux garçons, qui ne sont que légataires particuliers, à leur rembourser leur part dans les £5,400 employés par le testateur au paiement de ses dettes, en supposant que les filles auraient droit à ce remboursement, il faudrait au préalable démontrer que la succession *ab intestat* ne peut les rembourser;

2o. Qu'un acte de partage fait en 1858, de ces £9,600, entre les cinq légataires de ces seigneuries et où l'opposante (une des filles du testateur), alors mineure, y était représentée par son tuteur, ne pourra plus être attaqué par celle-ci, si elle l'a ratifié en s'y conformant pendant plus de trente ans après être devenue majeure.—*Fraser* v. *Pouliot*, en révision, Cimon, Andrews, Pelletier, JJ., 31 oct. 1887.

Collision — Total wreck — Contributory negligence—Damages immediate and subsequent—Pilot—Vessel at anchor.

HELD:—1o. That it is the bounden duty of a vessel under weigh, whether the vessel at anchor be properly or improperly anchored, to avoid, if it be possible with safety to herself, any collision whatever;

2o. That when a collision occurs between a vessel at anchor and a ship under weigh, *primâ facie* the vessel in motion is in fault, and the onus of proof is thrown on her and she is compelled to show that the other vessel was improperly anchored and that the improper anchorage rendered the collision inevitable;

3o. That where a ship is lost or receives further injury after a collision, the presumption is that the loss or damage is caused by the collision, and the burthen is on the other vessel, if proved to be in fault for the collision, to show that the subsequent loss or damage was not caused by her negligence;

4o. That in the case of a collision, those on board the damaged ship must exhibit ordinary courage in standing by their vessel and show proper skill and seamanship according to the circumstances of the case, but the Court will make reasonable allowance for the excitement which usually attends a collision, and those on board will not be expected to be so acute in their judgment as to act with the same skill and coolness as if there had been no collision.—*Ross et al.* v. *The "Henri IV,"* Vice-Admiralty Court, Hon. G. Irvine, Q. C., J., Dec. 9, 1887.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Principal and agent—Agent exceeding limits of mandate—Responsibility.

HELD:—That an agent who has only a limited authority, and who by going beyond his authority, even while acting in good faith, causes his principal to suffer a loss, is obliged to pay the loss. And so, where a person instructed a bank clerk to give a cheque for the amount of a certain account, and the clerk, late at night, gave the party the money instead, thereby preventing his principal from rectifying an error which existed in the account, it was held that the clerk could not recover from his principal the amount paid in excess of what was really due.—*Shea & Prendergast*, Dorion, Ch. J., Cross, Baby, Church, JJ., Sept. 17, 1887.

COURT OF APPEAL—REGISTER.

Montreal, Saturday, Feb. 25, 1888.

McCartney & Linsley.—Judgment reformed.

Myler & Styles.—Two cases. Confirmed.

Corporation of Havelock & Costello.—Confirmed.

* To appear in Montreal Law Reports, 3 Q. B.

Mackenzie & Wilson.—Confirmed.

Fosbrooke & Murray.—Confirmed.

Lecours & Viau.—Confirmed.

Lefebvre & Monette.—Reversed, each party paying his own costs in appeal; Tessier, J., *diss.* as to costs.

Donovan & The Herald Company. — Confirmed.

Davidson & Grant.—Appeal dismissed on motion for judgment of *non pros.*

Bussière & Laurier.—C. A. V. on motion for *congé d'appel.*

The Court adjourned to March 15.

Thursday, March 15.

Bussière & Laurier.—Appeal dismissed.

Ex parte Mallette.—Petition to be appointed bailiff, granted.

McIver & Montreal Stock Exchange.—Appeal dismissed.

Parent & Cité de Montréal.—C. A. V. on motion for dismissal of appeal.

Cité de Montréal & Ecclésiastiques du Séminaire de St. Sulpice.—Motion for leave to appeal to Privy Council rejected.

Fosbrook & Murray.—Rule for appeal to Privy Council discharged.

Claude & Weir.—Heard. C. A. V.

Garth & La Banque d'Hochelaga.—Ten consolidated cases. Heard. C. A. V.

Muir & Carter.—Part heard.

Friday, March 16.

Muir & Carter.—Hearing concluded. C.A.V.

Parent & Cité de Montréal.—Appeal dismissed.

Darling & Dakers & Christie.—Heard. C.A.V.

Holmes & Carter.—Two cases. Heard. C. A. V.

James & McDonald.—Part heard.

Saturday, March 17.

The Queen v. *Tellier.*—Conviction quashed.

James & McDonald.—Hearing concluded. C. A. V.

Monday, March 19.

Trust & Loan Co. & Monbleau. Heard. C. A. V.

Labranche & Cassidy.—Heard. C. A. V.

Mitchell & Mitchell.—Part heard.

Tuesday, March 20.

Mitchell & Mitchell.—Hearing concluded. C. A. V.

Anderson & The Pictou Bank.—Heard. C. A. V.

Cie. de Navigation & La Ville de Longueuil.—Settled.

Perkins & The Campbell Printing Co.—Heard. C. A. V.

Gilman & Gilbert et al.—Heard. C. A. V.

Wednesday, March 21.

Ex parte Lajeunesse.—Petition to be appointed bailiff granted.

Robinson & Canadian Pacific Ry. Co.—Heard on motion for leave to appeal from interlocutory judgment.

Rivet & La Cité de Montréal.—Heard. C. A. V.

Stevenson & Canada Paper Co.—Heard. C. A. V.

Desrosiers & Lamb.—Part heard.

Thursday, March 22.

Desrosiers & Lamb.—Hearing concluded. C. A. V.

Gibb et al. & McAdam.—Two cases. Heard. C. A. V.

Curé etc. de la Fabrique de St. Isidore & Perras.—Heard. C. A. V.

Kerr & Marchand.—Heard. C. A. V.

Friday, March 23.

Palliser & Bedard.—Heard. Appeal dismissed.

McOuat & Morrison.—Heard. C. A. V.

Millier & Allaire.—Heard. C. A. V.

Pickford & Dart.—Part heard.

Saturday, March 24.

Canadian Pacific Ry. Co. & Little Seminary of Ste. Thérèse de Blainville.—Heard on motion for leave to appeal from interlocutory judgment. C. A. V.

Pickford & Dart.—Hearing resumed.

Monday, March 26.

Robinson & Canadian Pacific Ry. Co.—Motion for leave to appeal from interlocutory judgment dismissed without costs.

Fairbanks & O'Halloran.—Three cases. Appeal dismissed. Garnishee's petition rejected.

Dufresne & Dixon.—Confirmed.

Henault & Chapdelaine.—Confirmed.

Pickford & Dart.—Hearing concluded. C. A. V.

Murray & Burland.—Part heard.

Tuesday, March 26.

Canadian Pacific Ry. Co. & Little Seminary of Ste. Thérèse de Blainville.—Motion for leave to appeal from interlocutory judgment granted.

Latour & Grant.—Confirmed.

Cartier & Rolland.—Confirmed.

Neelon & Kenny.—Confirmed, Cross, J. *diss.*

Labranche & Cassidy.—Confirmed.

Beemer & Trudel et al.—Motion by each party for leave to appeal from interlocutory judgment granted.

Murray & Burland.—Hearing concluded. C. A. V.

The Court adjourned to Saturday, April 7th.

THE LATE Mr. W. H. KERR.

A communication referring to the late Mr. Kerr gives the following particulars:—

James Hastings Kerr, the father of William Hastings Kerr, was a successful and much respected land agent. His grandfather, a distinguished English barrister, settled at Quebec in 1797. A friend of Scarlett, afterwards Lord Abinger, and Best, afterwards Lord Wynford, and Baron McLelland, of the Irish Bar, he obtained that year an Imperial appointment, and was commissioned as Judge of the Vice Admiralty Court at Quebec on the 19th August, 1797; appointed judge of the King's Bench, in 1807; called to the Executive Council in 1812; to the Legislative Council in 1821; presided as senior judge in the Court of King's Bench, during the absence of Chief Justice Sewell in England, in 1814-1816, and later on as Speaker of the Legislative Council. He died in retirement, at Quebec, on 5th May, 1846.

W. H. Kerr's early practice was not at Quebec, but at Montreal, for which city he left, after completing his legal studies at Quebec, first with Mr. (later on Judge) Jean Chabot, and lastly with Mr. (now Sir) Andrew Stuart, Chief Justice, Superior Court. On 1st May, 1854, on leaving Montreal, he opened with a Quebec barrister, J. M. LeMoine, a law office in St. Peter Street, Quebec, under the style and firm of Kerr & LeMoine. In May, 1858, this partnership having been dissolved by limitation, he entered into partnership with the friend of his youth and fellow student, both at Mr. Chabot's and Mr. Stuart's, Mr. Archibald Campbell, now joint prothonotary, Superior Court. After practising with success for a few years at Quebec, under the well remembered style of Campbell & Kerr, he sought in Montreal a wider field for his splendid talents, where his success has been so marked, and soon made as many friends in the Commercial Metropolis of Canada, as he had left behind in the Ancient Capital.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 10.

Dividends.

Re P. D. de Grandpré, Berthierville.—First and final dividend, payable April 2, Kent & Turcotte, Montreal, joint curator.

Re J. A. Dufresne, Cacouna.—First dividend, payable March 24, H. A. Bedard, Quebec, curator.

Re J. G. Hamilton Brown & Co.—First and final dividend, payable March 27, A. W. Stevenson and W. A. Caldwell, joint curator.

Re Patrick P. Kelly.—Report of distribution, W. S. Maclaren, Huntingdon, curator.

Re Theodore Malo.—First and final dividend, payable April 2, Kent & Turcotte, Montreal, joint curator.

Re Olivier Proulx.—First and final dividend, payable March 27, Kent & Turcotte, Montreal, joint curator.

Re L. Robinson.—First and final dividend, payable March 27, A. W. Stevenson, Montreal, curator.

Re D. B. Viger & Co.—First and final dividend, payable March 27, Kent & Turcotte, Montreal, curator.

Discharge.

Re Arthur H. Murphy, Quebec, application for confirmation of discharge, April 18.

Separation as to Property.

Adéline Flibotte vs. Olivier Champigny, St. Hyacinthe, March 6.

Cordélie Guenette vs. Jules Hamelin, Montreal, March 7.

Elmire Lamarche vs. Joseph Beauchamp, Montreal, March 2.

Angèle Levesque vs. Jean Bélanger, St. Simon, Feb.

Quebec Official Gazette, March 17.

Judicial Abandonments.

Alfred Brassard, trader, South Durham, March 12.

Champagne & Decelles, grocers, St. Hyacinthe, March 12.

F. X. Lepage & Cie., dry goods, Quebec, March 12.

Wm. Law McKenzie, trader, Black Cape, March 9.

Langelier & Larivée, Quebec, March 8.

La Société d'Imprimerie de Joliette, Feb. 29.

Curators appointed.

Re Helene Despins (A. H. Germain & Co.), Three Rivers.—Kent & Turcotte, Montreal, curator, March 8.

Re Amelia Michaels (Haas & Co.)—J. McD. Haines, Montreal, curator, March 13.

Re Irwin Jenkins *et al.*—S. C. Fatt, Montreal, curator, in place of John Cane, March 12.

Re R. M. Levine, Fox River.—Frederick Veit, Gaspé Basin, curator, March 3.

Re Ste. Marie & Co.—W. C. Craig, Montreal, curator, March 1.

Re Zotique Thériault.—A. Turcotte and G. Deserres, Montreal, joint curator, March 13.

Dividends.

Re L. F. T. Buisson, Three Rivers.—Dividend, payable April 10, Kent & Turcotte, Montreal, curator.

Re Ls. Collin & Frère, dry goods.—Second and final dividend, payable March 31, H. A. Bedard, Quebec, curator.

Re L. S. Fournier & Co., Magog.—First and final dividend, payable April 10. Kent & Turcotte, Montreal, curator.

Re E. J. Gauthier.—First and final dividend, payable April 3, C. Desmarteau, Montreal, curator.

Re Edward C. Hughes, cabinet maker.—First and final dividend, H. Ward and Alex. Gowdey, joint curator, Montreal.

Separation as to Property.

Marie Martine Béliveau vs. Alphonse Gaudet, St. Célestin, Three Rivers, March 5.

Rose Brien *alias* Durocher vs. Louis Joseph Latour, Montreal, March 3.

Quebec Official Gazette, March 24.

Judicial Abandonments.

Thomas Penrose Actesau, L'Anse au Gascon, county of Bonaventure, March 13.

Solomon Barnum, township of Brome, March 7.

Joseph Beaudry, butter manufacturer, St. Jérome, March 14.

Ulric Germain & frère, tanners and curriers, Quebec, March 21.

Arthur Pagé, Joliette, March 16.

John Thompson, trader, township of Havelock, March 13.

Curator appointed.

Re Alfred Brassard.—J. O. Dion, St. Hyacinthe, curator, March 21.

Dividends.

Re Emond & Ste. Marie.—Second and final dividend, payable April 6, C. Desmarteau, Montreal, curator.

Re S. A. Valois.—First and final dividend, payable April 8, C. Desmarteau, Montreal, curator.

Separation as to Property.

Jane Austin vs. Thomas Brown, stevedore, Montreal, March 20.

Minutes of Notaries Transferred.

Of late Joseph Léonard to L. C. Tassé, N.P., Beauharnois.

Of late L. N. D. d'Argy to J. A. Hébert, N.P., Princeville.

Quebec Official Gazette, March 31.

Judicial Abandonments.

Malvina Dubois (" F. Arpin & Cie "), Marieville, March 23.

Edmond Julien, currier and tanner, Hedleyville, March 24.

Simon Méthot, trader, Grand River, Gaspé, March 17.

Curators appointed.

Re Solomon Barnum.—Joseph Landsberg, Frelighsburg, curator, March 20.

Re J. B. Champagne et al.—J. O. Dion, St. Hyacinthe, curator, March 28.

Re Charlotte Billingsley (Emil Poliwka & Co.)—S. C. Fatt, Montreal, curator, March 27.

Re Henry Gardner, trader, St. Ferdinand d'Halifax.—H. A. Bedard, Quebec, curator, March 21.

Re Langelier & Larivée.—J. O. Dion, St. Hyacinthe, curator, March 28.

Re J. B. Proteau, miller, St. Thomas Montmagny.—H. A. Bedard, Quebec, curator, March 26.

Re Vilbon Savard, district of Quebec.—Kent & Turcotte, Montreal, joint curator, March 24.

Re John Thompson.—John Boyd, Beauharnois, curator, March 27.

Dividends.

Re Philias Augé.—First and final dividend, payable April 18, C. Desmarteau, Montreal, curator.

Re Brault & Gendron.—First and final dividend, payable April 18, C. Desmarteau, Montreal, curator.

Re Johnson & Co., Marieville.—First and final dividend, payable April 18, Kent & Turcotte, Montreal, joint curator.

Re W. W. Morency, Sherbrooke.—Dividend, payable April 18, Kent & Turcotte, Montreal, joint curator.

Re Adhémar Paré, Lachine.—Dividend, payable April 18, Kent & Turcotte, Montreal, joint curator.

Re J. E. A. Renaud.—First and final dividend, payable April 19, C. Desmarteau, Montreal, curator.

Re Pierre Vallée, Ste. Martine.—Dividend, payable April 18, Kent & Turcotte, Montreal, joint curator.

Separation as to Property.

Eulalie Allard vs. Seraphin Lauzon, farmer, Ste. Geneviève, March 16.

Victoire Boivin vs. J. Bte. *alias* Jules Allaire, Montreal, March 22.

Emily Davidson vs. Francis Corey Mntton, cabinet-maker and contractor, Mount Royal Vale, Feb. 27.

Mathildée Dubreuil vs. Emile Guenette, trader, St. Dominique, March 24.

GENERAL NOTES.

The Quebec legislature is to meet May 15.

Mr. Robert Sedgewick, Q.C., of Halifax, has been appointed deputy minister of justice of Canada.

Fifty law associations having been applied to in January to express their views on the suggested fusion of the legal profession, twenty-seven sent no replies at all; fourteen thought any scheme, even if desirable, impracticable; and nine only were in favor of the suggestions made.—*Law Times* (*London*).

An epigram worth recording was delivered in the Court of Appeal on Monday. "*Obiter dicta*," said Lord Justice Bowen, "are like chickens; they very often come home to roost." We are very glad to hear it, and trust that Her Majesty's judges will note and remember this piece of forensic natural history.—*Law Times* (*London*).

An application was made to Mr. Justice Day to hold over a case until after the "luncheon time" of the court, as the plaintiff had telegraphed that he had missed his train. Mr. Justice Day: You should ask that the case be postponed until after "the adjournment," for "the court" does not lunch; I do not speak of what individuals do, but "the court" does not lunch. Mr. Winch: If the court does not lunch, I may say the bar does; I do not oppose my learned friend's application. The *St. James' Gazette* says, with reference to Mr. Justice Day's view of the impersonal "court": "An order was passed once by a certain judge in Greater Britain, fining a man who, to quote the record, pursued the court with a petition, and even presumed to pull the court's leg while the court was getting into its dog-cart."

ABANDONED TO THE RATS.—The following is the head-note to the case of *Ward v. Greinld*, in the Court of Chancery of New Jersey: "Where a party claiming to be an assignee of certain mortgages made in 1853, and claimed by him to have been assigned in 1866, testifies that the agreements relating to the sale of the mortgages, and the assignment to him, were, while in his possession, eaten by rats, the fact that the documents were placed within the reach of rats by a business man will be held plenary proof that they were of no other value than as food for rats, and the presumption of payment from lapse of time will be allowed to prevail."

A young lawyer employed to defend a culprit charged with stealing a pig, resolved to convince the court that he was born to shine. Accordingly, he proceeded to deliver the following exordium: "May it please the court and gentlemen of the jury, while Europe is bathed in blood; while classic Greece is struggling for her rights and liberties, and trampling the unhallowed altars of the bearded infidels to dust; while America shines forth the brightest orb in the political sky—I, with due diffidence, rise to defend the cause of this humble hog-thief."