The Legal News.

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COUR SUPÉRIEURE—DISTRICT DE SAGUENAY.

24 mars 1891.

Coram GAGNE, J.

NAZ. BOUDREAU v. DESIRÉ HARVEY.

Vente de terre—Garantie—Crainte de trouble—Cautionnement—Frais d'enquête.

JUGÉ:—1o. *Que le vendeur est tenu en loi de garantir son acheteur, de tous troubles.*

2o. *Que le droit qu'a l'acheteur de retenir la balance du prix de vente jusqu'à ce que le vendeur ait fait cesser la cause du trouble ou ait donné caution, est absolu et ne peut être remplacé par des garanties additionnelles sur d'autres immeubles ou contre d'autres débiteurs.*

3o. *Que le cautionnement est un recours plus direct, plus facile et plus certain que la subrogation aux droits du créancier hypothécaire.*

4o. *Que le défendeur qui nie toutes les allégations de la demande, et force le demandeur à prouver les faits par lui allégués, peut être tenu aux frais d'articulation de faits et d'enquête sur motion à cet effet, lors même que le jugement ne serait que pour une somme de la dernière classe à la Cour de Circuit.*

Jugement:—

" Considérant, etc. . . .

" Qu'il est établi que le Séminaire de Québec avait et a sur l'immeuble acquis comme sus-dit, par le défendeur du demandeur, une hypothèque au montant de $800 avec intérêt à six par cent., laquelle hypothèque est due et échue;

" Que bien que le demandeur ait chargé dans son acte de vente, le défendeur de payer au dit Séminaire la somme de $800, il n'a pas déclaré la sus-dite hypothèque;

" Que le défendeur, en vertu de son acte n'est tenu de payer la dite somme de $800 au Séminaire qu'avec des termes éloignés et sans intérêt;

" Que le demandeur est tenu en loi de garantir le défendeur de tout trouble;

" Que subséquemment le défendeur a par acte d'échange cédé le dit immeuble avec garantie de tout trouble, à Pierre Boudreau qui est tenu en vertu de cet acte d'échange, aux mêmes obligations et termes de paiement que le défendeur envers le Séminaire de Québec;

" Que le dit Pierre Boudreau et le dit défendeur comme garant de Pierre Boudreau, ont juste raison de craindre d'être troublés par une action hypothécaire de la part du Séminaire de Québec, et que le défendeur est exposé à payer au dit Séminaire, pour rencontrer les intérêts, une somme plus élevée que la balance réclamée par le demandeur;

" Que le défendeur a le droit de retenir la sus-dite balance jusqu'à ce que le demandeur ait fait cesser la cause du trouble ou lui ait donné caution suivant la loi;

" Que ce droit est absolu et que le défendeur ne peut être forcé de payer son prix de vente alors même que le créancier hypothécaire aurait pour sa créance des garanties additionnelles sur d'autres immeubles ou contre d'autres débiteurs, et que le défendeur pourrait être subrogé aux droits du dit créancier;

" Que le cautionnement que la loi permet au défendeur d'exiger lui offre un recours plus direct, plus facile et plus certain qu'une subrogation qui lui permettrait seulement d'exercer les droits que le créancier hypothécaire peut avoir contre ses autres débiteurs, droits qui peuvent être incertains et qui pourraient exposer le défendeur à des procédures longues et ruineuses;

" Que l'exception temporaire du défendeur est bien fondée en ce qui concerne le paiement de la sus-dite somme de cent piastres, balance due en capital par le défendeur au demandeur;

" Ordonne au demandeur de produire une décharge ou main levée de l'hypothèque du Séminaire de Québec ou de donner bonne et suffisante caution suivant la loi au montant de $100 balance due en capital par le défendeur au demandeur, que le défendeur ne sera pas troublé à raison de la dite hypothèque, le tout sous un délai de deux mois à compter de la date du présent jugement, sinon et à défaut par le demandeur de faire cesser la dite cause de trouble ou de donner caution comme sus-

dit, son action sera déboutée, quant au capital de $100, la Cour se réservant d'adjuger sur les autres conclusions de l'action et sur les dépens lorsque le jugement final sera rendu."

Cité par le Juge—*Parker* v. *Felton*, 21 L.C.J. p. 253.

Jugement final rendu le 23 juin 1891 :

" La Cour, etc. . . .

" Considérant que depuis le jugement interlocutoire rendu le 31 mars dernier (1891) le demandeur a fait cesser la cause de trouble dont se plaignait le défendeur, en produisant une main levée accordée par le Séminaire de Québec, créancier hypothécaire, et qu'il est bien fondé maintenant à demander jugement pour le capital réclamé, savoir $100 ;

" Que le demandeur avait, malgré que le défendeur eut juste raison de craindre d'être troublé, droit de réclamer les intérêts sur la balance du prix de vente à lui dus ;

" Que son action était, dans tous les cas, bien fondée pour les intérêts réclamés ;

" Que le défendeur a contesté toute l'action, maintient l'action en cette cause et condamne le défendeur à payer au demandeur la somme de $110 et dépens d'une action de la classe de $10, et adjugeant sur la motion du demandeur pour que les frais d'enquête encourus pour faire la preuve des faits niés par le défendeur dans ses réponses aux articulations de faits du demandeur soient adjugés contre le défendeur, accorde la dite motion avec dépens, et mets les frais d'enquête en cette cause à la charge du défendeur."

Angers & Martin, procureurs du demandeur.
J. S. Perrault, procureur du défendeur.
(C. A.)

COURT OF APPEAL.

LONDON, July 9, 1891.

WIEDEMANN v. WALPOLE.*

Breach of promise of marriage—Corroboration—Omission to answer letters—Possession of ring.

In an action for breach of promise of marriage, the mere fact that the defendant did not answer letters written to him by the plaintiff, in which she stated that he had promised to marry her, was held no evidence corroborating the plaintiff's testimony in support of such promise, within the meaning of 32 *and* 33 *Victoria, chapter* 68, *section* 2, *and so of plaintiff's possession of defendant's signet ring.*

Motion to enter judgment for the defendant on one of the issues in an action tried before Pollock, B., and a jury.

The action was brought to recover damages for the breach of the defendant's promise to marry the plaintiff; to recover damages for libel, and to recover the amount of expenses incurred by the plaintiff in making certain journeys at the defendant's request. The defendant pleaded a denial of the promise to marry and of the libel, and further, that the occasion of publishing the alleged libel was privileged. At the trial the following facts were proved with respect to the alleged promise of marriage: In September, 1882, the defendant met the plaintiff at an hotel in Constantinople. He had sexual intercourse with her there, and remained with her a few days, giving her £100 when they parted, and according to her evidence, he promised whilst their intimacy was going on to marry her. In November, 1882, the plaintiff went to a hotel in Cannes, where she met and conversed with the defendant's mother, and the plaintiff alleged that she went from Constantinople to Cannes by the arrangement of the defendant, and in order to be introduced to his mother. The plaintiff produced at the trial copies of letters written by her to the defendant subsequently to her meeting with his mother, the first being a letter of November 27, 1882, written from the hotel at Cannes, in which letters she stated that he had promised to marry her. The plaintiff also produced a copy of a letter, dated January 3, 1883, and written to the defendant by her brother-in-law, a burgomaster of Nordhausen. This letter contained no reference to the alleged promise of marriage, but asked the defendant to communicate his intentions and resolutions for the future of the plaintiff as soon as possible, and said that the defendant must have considered that the compromised honor of the family could not be received without further

* 2 Q. B. (1891) 534.

explanation. The plaintiff further produced a copy of a letter written to the defendant about February 3, 1884, by the pastor of the German Church at Sydenham, asking the defendant whether he intended to fulfil his promise to marry the plaintiff, and threatening that the writer would see by means of the law and the press that justice was done to his countrywoman. The defendant did not answer any of these letters. The plaintiff also produced the defendant's signet ring, and alleged that he gave it to her at the hotel at Constantinople. He, on the other hand, alleged that the ring dropped on the floor of the dressing-room, and that she picked it up and did not return it to him. At the close of the defendant's case Pollock, B., ruled that the fact of the defendant not having answered the letters was such material evidence in corroboration of the promise as was required by 32 and 33 Victoria, chapter 68, section 2, and declined to enter judgment for the defendant on the issue of breach of promise of marriage. The defendant was called, and admitted having received the letters, and that the copies produced were substantially correct. The jury found a general verdict for the plaintiff for £300 on all the issues. The defendant now moved to have judgment entered for himself on the issue of breach of promise of marriage.

Lockwood, Q. C., & *W. Graham*, for defendant.

Thomas Terrell (*E. F. C. Philips* and *Warraker* with him), for plaintiff.

Lord ESHER, M. R. The first and main question to be decided in this case is a question of law, and I shall give no opinion upon any other question in dispute between the parties. The point of law is whether in such a case as this—where nothing has happened except what has happened here—the mere fact of the defendant not answering any of the letters which have been brought before us is any such evidence in corroboration of the promise to marry as is required by the statute. We have not to determine whether or not a promise to marry was given. That was a question for the jury. The question for us is, whether, according to law, the fact of the defendant not answering the letters could be taken as any evidence of the corroboration required by the statute. Another question is whether the possession by the plaintiff of the defendant's signet ring is such evidence. The first letter put forward by the plaintiff's counsel is one written by the plaintiff to the defendant, in which she states in effect to the defendant that he had promised to marry her. He did not answer it. When one comes to think what is meant by not answering it, it is impossible to see how that could be any evidence in corroboration of the promise to marry. The argument that it was such evidence must be that not answering was an admission by the defendant of the truth of what was alleged against him in the letter. Now the allegation in the present case was that he had promised to marry the plaintiff. Suppose however the letter had charged against him some grievous offence or misconduct, and the writer had stated that unless the defendant paid something he would be exposed. The argument, if true at all, must be that by not answering such a letter the man who receives it must be taken to admit that he is guilty of the charges contained in it. Now there are cases—business and mercantile cases—in which the courts have taken notice that, in the ordinary course of business, if one man of business states in a letter to another that he has agreed to do certain things, the person who receives that letter must answer if he means to dispute the fact that he did so agree. So where merchants are in dispute one with the other in the course of carrying on some business negociations, and one writes to the other, "but you promised me that you would do this or that," if the other does not answer the letter, but proceeds with the negotiations, he must be taken to admit the truth of the statement. But such cases as those are wholly unlike the case of a letter charging a man with some offence or meanness. Is it the ordinary habit of mankind, of which the courts will take notice, to answer such letters; and must it be taken, according to the ordinary practice of mankind, that if a man does not answer he admits the truth of the charge made against him? If it were so, life would be unbearable. A man might day by day write such letters, which, if they were not

answered, would be brought forward as evidence of the truth of the charges made in them. The ordinary and wise practice is not to answer them—to take no notice of them. Unless it is made out to be the ordinary practice of mankind to answer, I cannot see that not answering is any evidence that the person who receives such letters admits the truth of the statements contained in them. I have therefore no doubt that the mere fact of not answering a letter stating that the person to whom it is written has made a promise of marriage, is no evidence whatever of an admission that he did make the promise, and therefore no evidence in corroboration of the promise. I do not say there may not be circumstances, occurring in a correspondence between a man and a woman, which would or might make the omission to answer one letter in the correspondence some evidence of an admission of the truth of the statements contained in the letter. There might be cases in which the court thought that, having regard to the nature of the correspondence and the circumstances of it, the not answering one letter in that correspondence did amount to evidence of an admission; but this is not one of those cases. Here we have only to say whether the mere fact of not answering the letters, with nothing else for us to consider, is any evidence in corroboration of the promise. If the fact of the defendant not having answered the plaintiff's letter is no evidence in corroboration, it is clear that the not answering the letter of a mere stranger, such as the pastor of the German Church, or a letter of the burgomaster, which does not contain any reference to the alleged promise to marry, cannot be evidence in corroboration. Then as to the ring, could any sensible person say, where relations such as those in this case had existed between the parties, that the mere fact of the plaintiff having the defendant's signet ring in her possession was more consistent with his having promised to marry her, than with the other view of their intimacy? In my opinion it would be contrary to sense to say that the possession of the ring was any evidence corroborating the promise. It matters not whether he gave her the ring, or she took it up from the floor, as he alleges, though the fact that it was a signet ring makes it less likely that he did give it to her. It was urged that it was a question for the jury whether there was evidence in corroboration of the promise to marry. If that were so, the statute might just as well be discarded altogether. I am of opinion that there was no evidence of the corroboration of the promise to marry required by the statute. The judge therefore ought to have nonsuited the plaintiff with respect to her claim for damages for breach of promise of marriage, and upon that issue there should be judgment for the defendant.

Bowen, L. J. It seems to me that with respect to the question of law for our decision in this case, the matter admits of no doubt. It would be a monstrous thing if the mere fact of not answering a letter which charges a man with some misconduct was held to be evidence of an admission by him that he had been guilty of it. There must be some limitation placed upon the doctrine that silence when a charge is made amounts to evidence of an admission of the truth of the charge. The limitation is, I think, this: Silence is not evidence of an admission, unless there are circumstances which render it more reasonably probable that a man would answer the charge made against him than that he would not. That appears to me good sense, and it is in substance the principle laid down by Willes, J., in *Richards* v. *Gellatly*, L. R. 7 C. P. 127, at p. 131. He says: "It seems to have been at one time thought that a duty was cast upon the recipient of a letter to answer it, and that his omission to do so amounted to evidence of an admission of the truth of the statements contained in it. But that notion has been long since exploded, and the absurdity of acting upon it demonstrated. It may be otherwise where the relation between the parties is such that a reply might be properly expected." In this case I think it would be unreasonable and insensible to suppose that the defendant was called upon to answer the statements contained in the plaintiff's letter to him, upon the alternative that they must be taken to be true if he did not deny them. In *Bessela* v. *Stern*, 2 C. P. D. 265, a conversation between the

plaintiff and defendant was overheard, in which the defendant, on being taxed with having promised to marry the plaintiff, did not deny it. That, it is true, was held to be some corroborating evidence. That however was a very different case from this. The Court of Appeal held, that having regard to the circumstances under which the statement was made, the fact that the defendant did not deny it was evidence of an admission that it was correct. The case only illustrates the limitation to be placed upon the doctrine that silence is not evidence of an admission unless it is reasonable to expect that if the statements made were untrue they would be met with an immediate denial. I am of opinion that there was no evidence in corroboration of the alleged promise to marry.

KAY, L. J. The plaintiff's counsel relies upon various matters as evidence which corroborated the plaintiff's testimony that the defendant promised to marry her. I may dispose of some of those matters very shortly. With respect to the ring, it is, to my mind, impossible to treat the possession by the plaintiff of the defendant's signet ring as corroboration of the promise. A man does not usually give his signet ring in such cases. It was said that the fact of the defendant not answering certain letters was evidence in corroboration of the promise. The letter written by the burgomaster contains no mention of a promise of marriage, and is clearly not evidence in corroboration. The letter written by the pastor of the German Church is a letter written by a perfect stranger to the defendant, and it contains a threat to punish him by means of the law or the press for his misconduct. It is clearly a letter which nine out of ten men would refuse to answer, and the refusal to answer it cannot be any corroboration. The real question is, whether the letters written by the plaintiff herself so imperatively required an answer, that the not answering is evidence that the defendant admitted the truth of the statement that he had promised to marry her. I decline to lay down any general rule on this matter. There are certain letters written on business matters, and received by one of the parties to the litigation before the court, the not answering of which has been taken as very strong evidence that the person receiving the letter admitted the truth of what was stated in it. In some cases that is the only possible conclusion which could be drawn, as where a man states, "I employed you to do this or that business upon such and such terms," and the person who receives the letter does not deny the statement and undertakes the business. The only fair way of stating the rule of law is that in every case you must look at all the circumstances under which the letter was written, and you must determine for yourself whether the circumstances are such that the refusal to reply alone amounts to an admission. The facts in the present case are that the defendant had had sexual connection with the plaintiff. They had parted, he giving her £100. She goes to an hotel at Cannes, where his mother was living, and she writes to him from that hotel, having seen his mother, and she states in effect that he had promised her marriage. Is it an irresistible inference that by declining to answer the letter he must be taken to have admitted the promise? His declining to answer is just as consistent with his not having made the promise as with his having made it. I cannot see that the mere fact of his declining to answer affords the corroborating evidence required by the act of Parliament. I agree with what has been said by the rest of the court in this respect, and I think that the proper course which the learned judge at the trial ought to have taken was to say that the plaintiff's evidence with respect to the promise had not been materially corroborated in such a way that there was anything left to go to the jury on the issue of breach of promise of marriage.

Motion granted accordingly.

*DECISIONS AT QUEBEC.**

Principal and agent—Negotiable instrument—Bona fide holder for value.

Held:—That abuse of power or betrayal of trust by an agent who indorses a bill of exchange for his principal, does not affect the recourse against the latter of a *bona fide* holder

* 17 Q. L. R.

for value who had no knowledge of such abuse or betrayal.—*Quebec Bank* v. *Bryant, Powis & Bryant (Ltd.)*, S.C., Andrews, J., Feb. 6, 1891.

Principal and agent—Power of attorney—Construction.

Held:—1. A power of attorney whether bestowed by a written instrument or inferred from a train of circumstances and acts, must be construed strictly.

2. No action will lie in favour of the pledgee, against the indorsers of notes pledged as security for a loan declared invalid.—*Banque du Peuple* v. *Bryant, Powis & Bryant*, S.C., Andrews, J., Feb. 6, 1891.

Contrat de mariage—Douaire préfix—Interprétation—Arts. 1427, 1434, 1437, *C. C.*

Jugé:—La femme, après le décès de son mari, lorsqu'il y a eu survenance d'enfants, est propriétaire, à l'exclusion de ces derniers, du douaire préfix stipulé, en son contrat de mariage, *une fois payé et sans retour*.—*Lacerte* v. *Boisvert*, en révision, Casault, Routhier, Caron, JJ., 28 fév. 1891.

Elections provinciales—Dépôt—Saisie-arrêt.

Jugé: Le dépôt exigé par l'art. 272, S.R.Q., pour les fins de l'élection des membres de l'assemblée législative, ne peut être fait que par le candidat ou en son nom, et lui appartient sujet à la confiscation prévue dans l'article. Il peut donc être saisi par les créanciers du candidat entre les mains de celui à qui il a été remis en qualité d'officier-rapporteur.—*Cité de Québec* v. *Baker*, et *Carrier*, T.S., en révision, Casault, Routhier, Andrews, JJ. (Andrews, J., diss.), 31 janv. 1891.

Sale of immovable — Accessories — Aqueduct — Warranty.

Held:—1. The sale of an immovable includes that of its accessories even without special mention thereof.

2. The vendor of a house is legally bound to warrant the continuance of a water-supply furnished by an aqueduct laid before the sale and existing at the time thereof under an agreement between the *auteur* of such vendor and a third party.—*Dallaire* v. *Dallaire*, S.C., Andrews, J., Dec. 29, 1890.

Election municipale de la cité de Québec—Conditions d'éligibilité—Contestation d'élection.

Jugé:—1. La caution d'un entrepreneur de travaux pour la cité de Québec est inéligible comme échevin;

2. Pour se rendre éligible, il ne suffit pas d'un avis, par la caution à l'entrepreneur, qu'elle cesse d'être responsable; il faut de plus que la cité la dégage de ses obligations;

3. La section 7 du chapitre 1er du titre 11, S.R.Q., qui prescrit un mode de contestation d'élections municipales pour les villes, ne s'applique aux cités incorporées par statut que lorsque ce statut contient une disposition spéciale à cet effet;

4. Du reste, le mode de contestation de la sect. 7, chap. 1, tit. 11, S.R.Q., n'exclut pas celui prévu aux articles 1016 et suivants du C.P.C., et existe concurremment avec lui dans les cas où il est applicable;

5. Celui qui, comme électeur de la cité, a un intérêt suffisant dans la composition du conseil-de-ville, peut se porter requérant dans une contestation d'élection d'un échevin, sous l'art. 1016, C.P.C., même si son nom n'est pas sur la liste des électeurs du quartier pour lequel cet échevin est élu.—*Beaubien* v. *Beland*, en Révision, Casault, Routhier, Andrews, JJ., 28 fév. 1891.

INNKEEPERS AND GUESTS.

What constitutes the relationship between innkeeper and guest? The reported cases which throw light on this point are so few in number as to give some value to the decision of the Court of Appeal last week in *Medawar* v. *The Grand Hotel Company*, in which this question was discussed. *York* v. *Grindstone*, 1 Salk. 388; 2 Ld. Raym. 388, *sub nom. Yorke* v. *Greenhaugh*, was a replevin of a horse, which the plaintiff, a traveller, had left at the defendant's inn, and which the defendant had detained for its keep. In this case Chief Justice Holt doubted whether the plaintiff was a guest, because he never went into the inn himself, but only left his horse there, which the innkeeper was not obliged to receive, and, if he did, did so as a livery stable keeper. Three other judges, however, held that the plaintiff was a guest by leaving his horse as much as if he had stayed him-

self, 'because the horse must be fed, by which the innkeeper has gain; otherwise, if he had left a trunk or a dead thing.' In *Bennett* v. *Mellor*, 5 T. R. 273, in 1793, an action for the value of goods stolen from an inn, the plaintiff's servant had taken the goods in question to market, and not being able to dispose of them went with them to the defendant's inn, and asked the defendant's wife if he could leave the goods there until the next market-day. She refused, and the plaintiff's servant then sat down in the inn and had some liquor, putting the goods on the floor behind him. When he got up, after sitting there a little while, the goods were missing. A verdict was, on these facts, found for the plaintiff, and, in reporting the case upon a motion for a new trial, Mr. Justice Buller observed that he was of opinion that, if the defendant's wife had accepted the charge of the goods upon the special request made to her, he should have considered her as a special bailee, and not answerable, having been guilty of no actual negligence; but, that not being the case, he considered it to be the common case of goods brought into an inn by a guest and stolen from thence, in which case the innkeeper was liable to make good the loss in accordance with *Calye's Case*, 1 Sm. L. C. 8th edit. p. 140. This view was confirmed by the Court of King's Bench. In *Farnworth* v. *Packwood*, 1 Stark. 249; and *Burgess* v. *Clements*, 1 Stark. 251, where private rooms had been taken in an inn by travellers for the exposure and sale of goods, and it was held that a guest who takes exclusive possession of a room for such a purpose, and not *animo hospitandi*, discharges a landlord from his common law liability. In *Jones* v. *Tyler*, 3 Law J. Rep. K. B. 166; 1 A. & E. 522, an innkeeper was asked on a fair-day by a traveller driving a gig whether he had room for the horse, and he thereupon put the horse into his stable, received the traveller with some goods into the inn, and placed the gig in the street, whence it was stolen, and it was held that, as he had the benefit of the guest and provided provender for the horse, he was liable. In *Strauss* v. *The County Hotel and Wine Company*, 53 Law J. Rep. Q. B. 25, the plaintiff arrived at the defendants' hotel with the intention of spending the night there, and delivered his luggage to one of the hotel porters, but after reading a telegram decided not to spend the night there, and went into the coffee-room to order refreshments. Being unable to obtain what he required, he went to the station refreshment room, which was under the same management as the hotel, and connected with it by a covered passage. Shortly afterwards he went out, telling the porter to lock up his luggage until the time for his train to start, and it was locked up in a room near the refreshment room, but on his arrival on the platform a part of it was missing. In an action against the proprietors of the hotel, the plaintiff was nonsuited upon the ground that there was no evidence that he ever became a guest of the defendants at their inn, and upon argument the nonsuit was upheld, Lord Chief Justice Coleridge saying that he could find no ground for saying that the defendant was in any sense a guest within the defendants' inn at the time when his luggage was lost. In *Medawar* v. *The Grand Hotel Company*, the case recently before the Court of Appeal (14 Leg. News, 281), the plaintiff went to the defendants' hotel early in the morning, having with him a portmanteau, hat-box, and dressing-bag. He was told that the hotel was full, but that there was a room engaged by persons who had not arrived which he could use for washing and dressing, and he was shown up, and his luggage was taken to this room. He there opened his dressing-bag and took out a stand containing, amongst other things, a jewellery case, and having washed and dressed went down to breakfast, leaving the door of the room unlocked and the stand on the dressing-table. After breakfasting, he paid for his breakfast, went out, and did not return till late at night. On asking for his room he was told that he had none, and it appeared that the persons who had engaged the room had arrived, and that on their arrival one of the defendants' servants had removed the plaintiff's luggage into the corridor, leaving the stand, as it was, out of the dressing-bag. On the luggage being brought to a room which had been found for him, the plaintiff found that some of the

jewellery was missing, and brought an action against the hotel company to recover its value. The action was tried before Mr. Justice Smith, without a jury, who held that, whatever the plaintiff's position was during the short period of time during which he was dressing and having breakfast, he was not a guest after he left in the morning, and on that ground and on the ground that the plaintiff had not shown any negligence on the part of the defendants which would make them liable as bailees, gave judgment in their favour. This judgment has now been reversed by the Court of Appeal. The Court were much pressed with the argument that the use of the room by the plaintiff for the purpose of dressing was under the terms of a special contract, but refused to entertain this proposition. In their opinion the proper inference from the facts, construed by the aid of ordinary knowledge of the world, was that the room was given to plaintiff subject to the notice that if the expected guests arrived he must quit it, and that he remained a guest until their arrival, and that the innkeeper continued to be the guardian of the guest's property until it was duly delivered to him. This being so, the Court held that the hotel company must, in order to escape liability on their part to the extent of the £30, to which it is limited by 26 & 27 Vict. c. 41, show that the goods were lost by the plaintiff's negligence in leaving them open to view in an unlocked room, and that as they failed to prove this, since it was equally likely that the theft took place after the goods were, by the negligence of their own servants, placed in the corridor, the plaintiff was entitled to judgment for £30. *Cashill* v. *Wright*, 6 E. & B. 891, in 1856; *Morgan* v. *Raney*, 30 Law J. Rep. Exch. 131; *Oppenheim* v. *The White Lion Hotel Company*, 40 Law J. Rep. C. P. 231. As, however, the claim of the plaintiff exceeded £30, the Court held that, as to the excess, the onus was by 26 & 27 Vict. c. 41, placed upon the plaintiff to prove, in order to entitle him to recover, that the loss occurred by the defendants' negligence, and as it was equally likely that the goods were stolen in the room in consequence of his own negligence, as in the corridor in consequence of the defendants' negligence, he had failed to discharge the burden of proof, and was not entitled to recover more than £30. A more thoroughly illustrative case of the law upon this point it would have been difficult to devise.—*Law Journal, London.*

INSOLVENT NOTICES ETC.

Quebec Official Gazette, Nov. 28.

Judicial Abandonments.

Charles Bedard, trader, Richmond, Nov. 21.

L. A. Bergevin & Roy, traders, Quebec, Nov. 24.

Blais & Lefebvre, traders, Quebec, Nov. 24.

Frank Farley, trader, St. Valère de Bulstrode, Nov. 18.

John Hamilton, trader, village of Glasgow, Nov. 24.

J. Alphonse Pelletier, grocer, Montreal, Nov. 25.

William S. Samson, trader, village of Windsor Mills, Nov. 19.

Curators Appointed.

Re A. E. Lamalice & Co.—Kent & Turcotte, Montreal, joint curator, Nov. 20.

Re James Martin & Co., Buckingham.—J. McD. Hains, Montreal, curator, Nov. 25.

Re Charles Mousseau et al.—Bilodeau & Renaud Montreal, joint curator, Nov. 23.

Re Simard & frère, brick manufacturers, Ste. Anne de Beaupré, curator, Nov. 13.

Re A. Frappier & Co.—Kent & Turcotte, Montreal, joint curator, Nov. 21.

Dividends.

Re Henri D. Béland, grocer, Montreal.—First and final dividend, payable Dec. 16, D. Seath, Montreal, curator.

Re Cloutier & Ceruti, Three Rivers.—First dividend, payable Dec. 18, Kent & Turcotte, Montreal, joint curator.

Re F. R. Cole, Montreal.—First dividend, payable Dec. 4, J. R. Fair, Montreal, curator.

Re Cree, Scott & Co., Montreal.—Second and final dividend, payable Dec. 15, A. F. Riddell, Montreal, curator.

Re Mme. Joseph Coté, Quebec.—First and final dividend, payable Dec. 9, H. A. Bedard, Quebec, curator.

Re Dame Annie Myers (Harris & Co), Lachine.—First dividend, payable Dec. 18, Kent & Turcotte, Montreal, joint curator.

Re N. Gelinas, Three Rivers.—First dividend, payable Dec. 18, Kent & Turcotte, Montreal, joint curator.

Re Léonard & frère, Montreal.—First and final dividend, payable Dec. 16, C. Desmarteau, Montreal, curator.

Re Théo. Naud, Montreal.—First and final dividend, payable Dec. 18, C. Desmarteau, Montreal, curator.

Re Daniel Riopel, Montreal.—First and final dividend, payable Dec. 17, C. Desmarteau, Montreal, curator.

Separation as to property.

Delima Cardinal vs. Edouard Morency, lumber merchant, Quebec, Nov. 24.

Elmina Coté vs. Jean Napoléon Metivier, joiner, Montreal, Nov. 20.

Marie Langlois vs. Etienne Boudet, trader, Montreal, Nov. 20.