The Legal News.

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THE CASE OF THE BUTCHERS.

The present issue contains a note of the judgment in the case of Levesque, petitioner for a writ of certiorari from a judgment of the Recorder. As the conviction in question is one of a large number affecting an important and energetic class of citizens, the case has attracted considerable attention. The complaint against the petitioner was that he had sold fresh meat within the prohibited distance of five hundred yards from the public markets. It was undoubtedly a hardship for these men, that the limit should be suddenly changed, thus exposing many of them to serious penalties for continuing to do business in premises rented in good faith. The legal grounds, however, are all that were before the Court. The first pretension of the petitioner, viz., that the by-law was in excess of the authority conferred by the Statute, does not require much notice. It is hardly possible to read the clauses of the Act referred to in the judgment without being convinced that they give full power to do what was done here. Power to regulate the sale of fresh meat, etc., to restrict the sale to the public markets, and to license the sale elsewhere at special places designated, includes the right to license only at places more than 500 yards distant. The other objection appeared more serious. The City Council is required to submit the by-laws passed under the Statute to the Lieutenant-Governor, and they may be disapproved within three months. More than three years had elapsed in this case before the submission was made. Had the conviction taken place before the submission, it might have been contended that the defendant should have the advantage of the omission, for the by-law might have been disapproved, if the law had been obeyed. But the submission had been made before the conviction complained of, and the Court considered that the defendant could not complain of the long delay which had occurred. The learned Judge took occasion to refer to the principles which he conceived should be applied in the construction of municipal by-laws. These are worthy of attention. Technicalities should not be pressed by Courts too strenuously in dealing with by-laws intended for the general good, and City Corporations would have public opinion with them more strongly in this direction if they, on their side, relied less on arbitrary measures. It is a curious commentary on the above, that executions are said to have been issued in a hundred similar cases the very day this judgment was rendered, and that the Mayor incurred the censure of the Chairman of the Finance Committee for asking a respite of forty-eight hours for the unfortunate defendants.

HUSBAND AND WIFE.

In the case of *Hogue*, insolvent, noted in this issue, the Superior Court had occasion to notice the jurisprudence relating to agreements between husband and wife, and the validity of a renunciation by the wife, who had a valid hypothec for *reprises matrimoniales* on her husband's property, to priority of privilege in favor of another hypothecary creditor of the husband. The cases of *Deslauriers & Bourque* and *Boudria & McLean*, both decisions in appeal, were cited and followed by Mr. Justice Jetté.

NEW PUBLICATIONS.

The Reference Book, being a detailed index of the statutes affecting the Province of Quebec, from the Consolidated Statutes of Canada and Lower Canada down to Confederation, and of all Acts passed since Confederation by the Parliament of the Dominion and by the Legislature of the Province of Quebec. By J. F. Dubreuil, Advocate, Deputy Clerk of the Crown and Peace. Montreal, Lovell Printing & Publishing Co.

We hail with pleasure the appearance of a work which cannot fail to be of much service to all who have occasion to refer to our statute law. The volume of legislation under our system of government, and in a young and progressive country, is very great, and much valuable time is constantly wasted in ascertaining what Parliament or the Local Legislature

may have enacted with reference to any particular subject. Mr. Dubreuil has added, under the more important statutes, details as to their contents, and this feature will no doubt be acceptable to those who have not ready access to the volumes containing the Acts. The compilation is one involving much labor, and appears to have been performed with a degree of care and precision highly creditable to the author.

THE DOMINION ANNUAL REGISTER for 1878. Edited by Henry J. Morgan Montreal, Dawson Brothers, Publishers.

This is the first issue of a compilation, intended to appear annually, the scope of which may be inferred by those who are familiar with similar works in England and the United States. That it is under the management of Mr. Morgan will be accepted as a guarantee of the care with which the facts have been collated, and the general accuracy of the information embodied in it. The political history of the past year will be interesting to lawyers, and we notice that some space is devoted to remarkable trials. The *Register* is well printed, (from the press of the Gazette Printing Co.,) and taken as a whole, inspires the hope that the editor's plan may be successfully carried out, and that this introductory volume may be followed in due course by many successors.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, Sept. 13, 1879.

LEVESQUE, petitioner for *certiorari*. SEXTON, Recorder, and THE CITY OF MONTREAL, prosecutors.

Butchers' Stalls—Restriction of Sale of Fresh Meat, etc., within 500 yards of Public Market—Submission of By-laws to Lieutenant Governor—Construction of Municipal By-laws.

JETTE, J. The petitioner, a butcher in the City of Montreal, was condemned on the 29th May last by the Recorder's Court, to a fine of $40, or two months' imprisonment, for the violation of the municipal by-law concerning private butchers' stalls. He now came up by *certiorari* and asked for the quashing of the sentence pronounced by the Recorder. By the City Charter of 1874, 37 Vict., c. 51, the City Council obtained power to pass by-laws on various subjects enumerated in sect. 123, but Nos. 27, 31, 32 and 33 of that section alone apply to this case. No. 27 provides that the City Council may make by-laws to establish public markets and private butchers' stalls and to regulate, license or restrain the sale of fresh meat, vegetables, fish or other articles usually sold on markets. 31 provides that cattle shall not be offered for sale except on the public markets. 32 gives power to impose a tax on private stalls in the city. And 33 provides that the site of any market may be changed, or the market place abolished; reserving such recourse to any person who may think himself injured by any act of the Council relative to such market place, as he may legally be entitled to, against the Corporation, for damages suffered by the change. Under these powers, the Council in 1875 passed a by-law concerning private stalls; section 1, says:—"No person shall sell or expose for sale in any place in the said city beyond the limits of the public markets of the said city, any meat, fish, vegetables or provisions usually bought and sold on public markets, unless such person shall have previously obtained a license for that purpose from the Council of the said city as hereinafter provided." Section 2, "The said Council upon the recommendation of the Market Committee of the said Council shall, from time to time, issue *licenses* under the hand of the Mayor of the said city and the seal of the said city, authorising any such person to sell or expose for sale in any place beyond the limits of the said public markets, and to be designated in such license, any meat, fish, vegetables or provisions usually bought and sold on public markets, provided that the place so designated be not less than 300 yards distant from said limits." And sect. 11 enacts a penalty of $40, with imprisonment in case of non-payment, not exceeding two months. On the 14th November, 1878, the City Council adopted another by-law, amending that cited above, and changing the distance to 500 yards. Sect. 126 of the City Charter requires that any by-law passed under the said Act be transmitted with all possible diligence, to the Lieutenant-

Governor, who may, within three months, disapprove such by-law and render it null and of no effect.

The grounds urged by the petitioner for quashing the sentence of the Recorder were two:—1st. The City Council had no power to fix a limit within which private butchers' stalls could not be established. These by-laws were, therefore, *ultra vires*, and no condemnation can be based thereon. 2nd. The two by-laws have not been submitted to the Lieutenant-Governor within the time prescribed, and are consequently null.

Before entering into the merits of the case, his Honor said it might be well to determine the point of view from which such questions should be examined. Doubtless, recourse to the tribunals against the acts of corporations was an extremely precious guarantee for the citizens; but when these acts, performed in the exercise of the powers delegated to corporations by the Legislature, are intended only to promote the general welfare of the community, it seemed to him that the Courts should interpose with still more prudence and circumspection than in ordinary cases. Thus Dillon, on Municipal Corporations, Vol. 1, No. 353, says: "In prosecutions or actions to enforce ordinances, or in considering the question of their validity, Courts will give them a reasonable construction, and will incline to sustain rather than to overthrow them, and especially is this so when the question depends upon their being reasonable or otherwise. Thus, if by one construction an ordinance will be valid, and by another void, the Courts will, if possible, adopt the former." And in a note, the author thus resumes the jurisprudence now established in the United States on this subject: "Where the Legislature has conferred full and exclusive jurisdiction on a municipal corporation over a certain subject, the acts of the Corporation will be supported by every fair intendment and presumption. By-laws with penalties are not properly penal statutes. The penalty is in the nature of liquidated damages, established as such in lieu of damages which a Court would be authorised to assess. Therefore, the strict rules by which the validity of penal statutes are to be tested are not to be applied to the by-laws or ordinances of municipal corporations. It is well remarked that the by-laws of very few of these corporations could stand such a test. They should receive a reasonable construction, and their terms must not be strictly scrutinized for the purpose of making them void." Such were the principles to be applied to this class of cases.

As to the first objection, that the City Council could not fix a limit, the by-law of 1875 fixed a limit of 300 yards, and the petitioner submitted to it, and took out a license. But the by-law of 1878, having increased the distance by 200 yards, the petitioner found himself too close to the public market, and could not get his license renewed, and it was for selling within the prohibited zone that he had been condemned. Sec. 123 of 37 Vict., ch. 51, gave power to prohibit the sale elsewhere than on the public markets. Then another clause authorises the city to permit the sale outside of the markets. What was the effect of this enactment? According to the petitioner the city had power only, either to prohibit the sale everywhere except on the markets, or to permit the sale everywhere on condition of taking out a license. The terms of the statute did not seem to the Court to bear this limited interpretation. The Council having power to sanction the sale outside of the markets, might designate especially the places where the sale would be allowed, and this designation might be of each place, or by fixing a general limit, as had been done here. The petitioner pretended that he had been put to expense in establishing his stall. The proof on this point not being before the Court, could not be taken into consideration, and besides, the petitioner was not without remedy for any damages suffered.

The second ground urged by the petitioner was the invalidity of the by-laws, because they had not been submitted to the Lieutenant-Governor with all possible diligence. The by-law of 22nd December, 1875, was only submitted 31st December, 1878, and when submitted, had already been amended by the second by-law passed 14th November, 1878. The law, however, did not declare the nullity of the by-law; on the contrary, the Lieutenant-Governor has three months within which to disapprove, and when the disapproval is notified to the Mayor, the by-law becomes null. Until a by-law has been disapproved, therefore, it is valid. The Court was against the petitioner on both

grounds, and the *certiorari* would be quashed, and the conviction affirmed.

Doutre & Co. for petitioner.

R. Roy, Q. C., for prosecutors.

In re HOGUE, Insolvent, DUPUY, Assignee, DE PHILOMENE COUSINEAU, collocated, and LA SOCIÉTÉ DE CONSTRUCTION MONTARVILLE, contesting.

Husband and Wife—Hypothec given by husband to wife in good faith and for lawful consideration—Renunciation by wife to priority of hypothec securing her reprises matrimoniales.

JETTE, J. The question in this case was as to the distribution of the price of an immoveable belonging to the insolvent, sold by the assignee. Dame Philomene Cousineau, wife of J. B. Mastha, was collocated by the dividend sheet for $833.33, which she brought to the marriage, in becoming the wife of Mastha, but which she reserved as a *propre*. The Building Society, creditor, next in order of privilege, contested this collocation. His Honor referred to the deeds produced by the parties, and entered into an examination of the legal questions raised. The Society contended that the wife, Madame Mastha, had no hypothec or privilege on the immoveable sold, because the husband had no right to grant a hypothec thereon in favor of his wife. In the next place, the Society contended that even if Madame Mastha had any such right, she had renounced it by the deed of obligation of 20th October, 1873, by which she renounced her dower and all matrimonial, hypothecary or real rights in favor of the Society. Articles 2037, 1483, and 1265, of the Civil Code were relied on by the Society, but these did not prohibit a hypothec by the husband to his wife during the marriage, to take the place of another hypothec legally made to secure a *créance légitime*. The Roman law did not forbid consorts to make such contracts with one another as they thought proper, provided equality was exactly preserved, and one was not benefited at the expense of the other. The French law was more stringent, with a view to prevent indirect advantages, and the maxim was laid down by Dumoulin, "que des conjoints ne peuvent pendant leur mariage, faire aucun contrat entre eux, *sans nécessité*." It did not follow, however, that all deeds between husband and wife were nullities. The late Mr. Justice Caron, in the case of *Deslauriers & Bourque*, 15 Jurist p. 77, admitted that there are cases in which deeds between husband and wife are valid, and the Court of Appeal held, in the same case, "qu'un acte authentique passé entre les époux, et fait de bonne foi et pour valable considération, en paiement des reprises matrimoniales dûes à la femme, en vertu d'un jugement en séparation, est un acte valide et légal." That decision was perfectly applicable, for here all the conditions of good faith were to be found. Therefore, the hypothec granted to Madame Mastha, to take the place of the hypothec which she had under her contract of marriage, to secure to her the payment of the *deniers dotaux* received by the husband, was perfectly valid.

The Society raised a second question, that even if Madame Mastha had rights, she had renounced them by the deed of 1873, from husband and wife to the Society. The clause was as follows:—"Et par ces mêmes présentes la dite Dame Philomène Cousineau, en considération des présentes, déclare qu'elle a renoncé et renonce en faveur de la dite Société de Construction, tant pour elle même que pour les enfans nés et à naitre de son mariage avec son dit épouse, à tout douaire soit préfix ou coutumier, à tous droits matrimoniaux, ou autres droits hypothécaires ou réels généralement quelconques qu'elle pourrait avoir ou prétendre sur l'immeuble sus designé." The wife cannot confer advantage on her husband. She may renounce her dower, C. C. 1444, but here she has renounced all hypothecary claims on the property of her husband, i. e., the hypothec given to secure the *deniers dotaux*. Was this renunciation valid? If so, would she not in reality be conferring an advantage on her husband? There was an established jurisprudence on this point. In *Boudria & McLean*, 6 Jurist p. 65, the Court of Appeal decided that the wife may validly renounce not only her dower in favor of her husband, but the hypothec securing her matrimonial *reprises*. The principle settled by that judgment was that the law of Lower Canada, as modified by the registry ordinance of 1841, forbids the wife, it is true, to become surety for the debts and engagements of her husband; it forbids her to oblige herself

for him, to become responsible for his obligations otherwise than as *commune en biens*, but it forbids nothing more. She may make any deeds which do not involve any responsibility or obligation on her part. Thus, she may pay for her husband, for that is not obliging herself for him. So, too, a married woman may renounce her legal hypothec on the property of her husband in favor of a creditor of the latter, for that is not binding herself.

In the present case, the deed of obligation contains two things, the wife's obligation conjointly with her husband, and her renunciation to her hypothecary rights. The obligation to pay binds the wife only as *commune en biens*, and no further. But her renunciation is perfectly legal and valid. The renunciation, however, must be restricted to its express terms. It appears that the wife simply granted a preference in favor of the Society for the sum of $1400 lent to her husband, and if the Society were repaid this sum, the wife's rights would be the same as before. As a matter of fact, the Society had received this sum, having ceded its rights to the Trust & Loan Company which had been collocated by preference. The Building Society had lent other monies to M. Mastha, and taken other hypothecs on his property, but was not entitled to be collocated for these sums before the wife's claim. Therefore, the collocation in favor of Madame Mastha must be maintained, and the contestation rejected.

Bonin & Archambault for Madame Mastha.

Lacoste & Globensky for the Society contesting.

ROBERT et al. v. BERTRAND.

Election Case—Printing Evidence.

In this case, a motion was made on the part of the defendant to revise the taxed bill of costs. The case was one under the Quebec Controverted Elections Act (The Rouville case, ante, p. 198), and the sum of $326 had been taxed against the defendant for printing the evidence on the side of petitioners.

JETTE, J., said that formerly, where the evidence was taken by a stenographer, it was not necessary to have it printed. But on consultation with his colleagues, he found that the following rule of practice had been made last year at Quebec, though it did not appear to have been registered at Montreal :—

Quebec Controverted Elections Act. Amendment of Rule No. 26.

Under and by virtue of the statute of the Province of Quebec, passed the 23rd day of February, 1875, being the Quebec Controverted Elections Act, 1875, it is ordered by the undersigned, being a majority of the Judges of the Superior Court for the Province of Quebec, that the 26th of the general rules for the trial of Controverted Elections made under and by virtue of the said Act, published at Quebec the 19th day of August, 1875, be, and the same is hereby amended by striking out the following words, "but where the parties have been put to the expense of a stenographer, then it shall not be necessary to have the evidence printed."

Under the above rule, as amended, the motion for revision of the bill of costs must be rejected.

Mercier for plaintiffs.

Lacoste & Co. for defendant.

MONTREAL, Sept. 15, 1879.

THE HERITABLE SECURITIES AND MORTGAGE ASSOCIATION v. RACINE.

Procedure—Amendment of Declaration—Hypothecary Action.

The action was brought as a hypothecary action, but the defendant had, in fact, become personally liable for the payment of the debt secured by the *hypothèque* in favor of the plaintiffs. The defendant pleaded the exception resulting from expenditures.

The plaintiffs now moved to be allowed to amend their declaration by taking personal conclusions against the defendant.

RAINVILLE, J., was of opinion that the amendment should be allowed, subject to the payment of costs. The defendant would have leave to plead again, and the costs would be fixed at $10.

John L. Morris for plaintiffs.

L. Forget for defendant

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 16, 1879.

Sir A. A. DORION, C.J., MONK, RAMSAY, TESSIER, & CROSS, JJ.

ROSS (deft. below), Appellant; and MARCEAU, (plff. below), Respondent.

Procedure—Return of Action—Proof made by the Register of the Court.

SIR A. A. DORION, C. J. In this case there were contradictory affidavits and the Court had suggested to counsel the desirability of coming to an arrangement. This had not been done, and it was necessary to give judgment. The appellant complained that the writ was returned into Court after the return day. The action was returnable on the 12th September, 1877, but was not really returned, according to the endorsation and the register, till the 13th, and the stamps were not cancelled till the 16th, as appeared by inspection of the cancellation. Judgment was obtained by default, and appellant alleged that the judgment under the circumstances should be set aside. The respondent replied that the writ was lodged with the Prothonotary's clerk, with the requisite amount of stamps, on the return day, but as defendant's counsel had declared that the case would be settled that day, and wished to avoid further costs, the clerk had been asked to hold the papers until the usual hour for closing the office, with the understanding that the return would be made, if he were not previously informed that the case had been settled. However, the register showed that the return had been made on the 13th, and the register could not be contradicted by affidavits. The judgment must, therefore, be reversed, but no costs would be allowed, because the defendant had an opportunity of pleading, but preferred to appeal.

The judgment was as follows :—

"Considérant qu'il appert par les régistres de la Cour Supérieure que cette action n'a été rapportée en cour que le 13 Septembre, 1877, tandis qu'elle aurait du être rapportée le 12, jour auquel la défenderesse était assignée à comparaitre ;

"Et considérant que cette entrée aux régistres ne peut être contredite par des affidavits produits devant cette cour ;

"Mais considérant qu'il appert par les circonstances de la cause que l'appelante défenderesse en cour inférieure, a été informée de cette irregularité à temps pour en prendre avantage en cour inférieure, si elle eut voulu comparaitre ainsi que l'offre lui en a été faite ;

"Cette cour casse et annule le jugement rendu par la Cour Supérieure le 29 Septembre, 1877, et procédant à rendre le jugement que la Cour Supérieure aurait dû rendre, renvoie l'action de l'intimée sauf recours, et ordonne que chaque partie paie ses frais tant ceux encourus en cour inférieure que sur le présent appel."

Abbott, Tait, Wotherspoon & Abbott for Appellant.

Lareau & Lebeuf for Respondent.

O'BRIEN (plff. below), Appellant; and MOLSON (deft. below), Respondent.

THE SAME, Appellant, and THOMAS, Respondent.

Answers ou faits et articles, Divisibility of.

O'Brien instituted two actions in the Superior Court, one against Thomas and the other against Molson, to recover the price of certain lots which the defendants had bought at an auction sale of real estate, but had not paid for. In the deeds of sale, O'Brien acknowledged that the price had been paid in cash; but he now declared that this was untrue, and that the price had never been paid. The only evidence consisted of the answers of the defendants on *faits et articles*, and the admissions in the pleadings. From these it appeared that the defendant's pretension in each case was that the land was conveyed as a gift. Molson said :—"I did not pay $2160 at the time of signing the deed or afterwards, because the plaintiff insisted on my accepting the lots as a donation. He had bought a farm, of which said lots formed part, in which he had promised me an interest, but he took the deed in his own name. And I understood from him at the time that he was giving me the lots, not selling them to me; and that he did so to make up for not giving me my share of the property he purchased."

The Court below (Torrance, J.) held that the answer or admission of the defendant could not be divided, and the action was dismissed. (21 L. C. Jurist, p. 287.)

Sir A. A. Dorion, C. J., said the judgment appealed from was in accordance with the decision of this Court in *Fulton & McNamee*. There were a few cases in which the admission of the defendant could be divided, but this was not one of them. There was no proof of any fraud, and the answers on *faits et articles* were not inconsistent with the plea. The fact that O'Brien only brought his action four years after the deed of sale was passed, afforded a strong presumption of the truthfulness of the story which the defendants had stated in their pleas.

Judgment confirmed.

John L. Morris for Appellant.

Abbott, Tait, Wotherspoon & Abbott for Respondent.

THE STATUTES.

As a considerable time must elapse before the Statutes of the Quebec Legislature, sanctioned on the 11th instant, can be issued to the public, we propose to insert some of the more important Acts as finally amended, and sanctioned by the Lieutenant-Governor. The Acts are not yet chaptered, but the text here given may be accepted as a correct version of the Statutes. Where the Act itself does not specify the time when it comes into force, it takes effect sixty days after the date of its sanction, viz., Sept. 11, 1879.

(ASSEMBLY BILL NO. 99.)

[Honorable Mr. Church, M. P. P.

An act to amend article 1068 of the Code of Civil Procedure with respect to the service and execution of certain writs issued out of the Circuit Court in certain cases.

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :—

1. The following paragraph is added to article 1068 of the code of civil procedure :—

"Any writ of summons, subpœna or writ of execution, issued out of any circuit court, in any county in this province, may be served by any bailiff residing in the judicial district in which said county is situate, but no more costs and emoluments for serving or executing such writ, shall be allowed or taxed against any defendant, than would have been allowed had such writ or subpœna been served by the bailiff residing nearest to the residence of the defendant; provided nevertheless, in any case in which the plaintiff establishes to the satisfaction of the clerk of the court, or the judge exercising jurisdiction in the district in which such writ issues, that such writ or subpœna should be addressed to and executed by some other bailiff, it may be so addressed and executed; in which case the costs to be taxed against the defendant, or other person, shall be taxed as from the residence of such bailiff, and for the distance actually travelled by him.

2. This act shall come into force on the day of its sanction.

(ASSEMBLY BILL NO. 122.)

[Mr. Wurtele, M. P. P.

AN ACT RESPECTING TRUSTS.

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :—

1. All persons capable of disposing freely of their property, may convey property movable or immovable to Trustees by gift or by will, for the benefit of any person or persons in whose favor they can validly make gifts or legacies.

2. Trustees, for the purposes of their trust, are seized as depositories and administrators for the benefit of the donees or legatees of the property movable or immovable conveyed to them in trust, and may claim possession of it, even against the donees or legatees for whose benefit the trust was created. This seizin lasts for the time stipulated for the duration of the trust; and while it lasts, the Trustees in their capacity as such, may sue and be sued and take all judicial proceedings for the affairs of the trust.

3. The donor or testator creating the trust may provide for the replacing of Trustees as long as the trust lasts, in case of refusal to accept, of death, or other cause of vacancy, and indicate the mode to be followed. When it is impossible to replace them under the terms of the document creating the trust, or when the replacement is not provided for, any judge of the Superior Court may appoint replacing Trustees, after notice to the benefited parties.

4. Trustees dissipating or wasting the property of the trust, or refusing or neglecting to carry out the provisions of the document creat-

ing the trust, or infringing their duties, may be removed by the Superior Court.

5. The powers of a Trustee do not pass by mere operation of law to his heirs or other successors; but they are bound to render an account of his administration.

6. When there are several Trustees, the majority may act, unless it be otherwise provided in the document creating the trust.

7. Trustees act gratuitously, unless it be otherwise provided in the document creating the trust; all expenses incurred by Trustees in the fulfilment of their duties are borne by the trust.

8. Trustees are obliged to execute the trust which they have accepted, unless they be authorised by a judge of the Superior Court to renounce; and they are liable for damages resulting from their neglect to execute it, when not so authorised.

9. Trustees are not personally liable to third parties with whom they contract in their capacity.

10. The trustees administer the property vested in them, invest monies which are not payable to the benefited parties, and carry out the trust and alter, vary, and transpose investments in accordance with the provisions and terms of the document creating the trust. In the absence of directions, the trustees make investments, without the intervention of the benefited parties, in Dominion or Provincial stock or debentures, or in municipal stock or debentures, or in public securities of the United Kingdom or of the United States of America, or in real estate in this province, or on first privilege or hypothec upon real estate in this province, valued in the municipal valuation roll at double the amount of the investment; and they also have power, without the intervention of the benefited parties, to dispose of the property held in trust, and from time to time, alter, vary and transpose the investments.

11. Trustees are bound to exercise, in administering the trust, reasonable skill and the care of prudent administrators; but they are not liable for depreciation or loss in investments made according to the provisions of the document creating the trust, or of this act, or for loss on deposits made in chartered banks, or savings banks, unless there has been bad faith on their part in making such investments or deposits.

12. At the termination of the trust, the trustees must render an account, and deliver over all monies and securities in their hands, to the parties entitled thereto under the provisions of the document creating the trust or entitled thereto by law. They must also execute all transfers, conveyances, or other deeds necessary to vest the property held for the trust in the parties entitled thereto.

13. Trustees are jointly and severally bound to render one and the same account, unless the donor or testator who created the trust, has divided their functions and each has kept within the scope assigned to him. They are also jointly and severally responsible for the property vested in them, in their joint capacity, and for the payment of any balance in hand, or for any waste or for any loss arising from wrongful investments; saving where they are authorised to act separately, in which case those having acted separately within the scope assigned to them, are alone liable for such separate administration.

14. Trustees are liable to coercive imprisonment for whatever is due by reason of their administration to those to whom they are accountable, subject to the provisions contained in the Code of Civil Procedure.

15. This act shall have force and effect from the day of its sanction.

CURRENT EVENTS.

QUEBEC.

QUEEN'S COUNSEL.—The *Quebec Official Gazette* announces that the following gentlemen have been appointed Queen's Counsel: — Messrs. George B. Cramp, Hoyes L. Snowdon, Montreal; Adolphe Germain, Sorel; Emilien Z. Paradis, St. John; Charles C. de Lorimier, Joseph Emery Robidoux, C. Alphonse Geoffrion, Montreal; Edwin R. Johnson, Stanstead Plain; John P. Noyes, Waterloo; F. L. Beique, Montreal; William Warren Lynch, Knowlton; Edmond Lazeau, Montreal; William J. Watts, Drummondville; Zéphirin Perreault; Kamouraska; Moise Branchaud, Montreal.