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THE INSOLVENT ACT.

The Act to repeal the Acts respecting insolvency in force in Canada received the assent of the Crown on the 1st of April—a date perhaps rather suggestive to the numerous official assignees recently gazetted. As the bill has been somewhat modified since the second reading, we repeat the text of the Act as sanctioned by the Crown:—

"Whereas it is expedient to repeal the Acts hereinafter mentioned subject to the provision hereinafter made: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

"1. "*The Insolvent Act of* 1875," and the Acts amending it, passed in the thirty-ninth and fortieth years of Her Majesty's Reign, and intituled, respectively: "*An Act to amend the Insolvent Act of* 1875," and "*An Act to amend the Insolvent Act of* 1875, *and the Act amending the same*," shall be and are hereby repealed, and no Act repealed by the said Acts, or either of them, shall be revived: Provided, that all proceedings under "*The Insolvent Act of* 1875," and the amending Acts aforesaid, in any case where the estate of an insolvent has been vested in an official assignee before the passing of this Act, may be continued and completed thereunder; and the provisions of the said Acts hereby repealed shall continue to apply to such proceedings, and to every insolvent affected thereby, and to his estate and effects, and to all assignees and official assignees appointed or acting in respect thereof in the same manner and with the same effect as if this Act had not been passed."

CODES.

The draft of the English Criminal Code is still before Parliament, and the recent dissolution may further retard the measure. Sir James Stephen is not deterred by the charges of imperfection and omissions brought against it, but urges that in spite of such drawbacks it ought to become law. "Absolute perfection," he says, "cannot be required of any human undertaking. If Parliament, before accepting a Criminal Code, waits till one is laid before it to which no objection at all can be taken, and which is open to no criticism in any of its details, it may wait for ever." He thinks that Parliament would make a serious mistake if it were to delay the enactment of a Code, otherwise satisfactory, because it is alleged, even on high authority, to contain mistakes in detail. And he expresses the opinion that "when a sufficient number of judicial decisions have clearly defined a principle, or laid down a rule, an authoritative statutory statement of that principle or rule superseding the cases on which it depends is a great convenience on many well-known grounds, and especially because it abbreviates the law and renders it distinct to an incredible extent." Sir A. A. Dorion has recently given utterance to a similar opinion with regard to our own Civil Code. "Nonobstant des lacunes assez graves, mais que l'on doit considérer comme inévitables lorsque l'on songe à la tâche difficile que les commissaires avaient à remplir," says the Chief Justice, "le Code, avec ses imperfections, a été d'un avantage immense en donnant des règles certaines sur un grand nombre de questions, dont la solution était douteuse, sinon impossible, et en faisant disparaître de nos lois un grand nombre de dispositions qui n'étaient plus en harmonie avec les idées maintenant reçues." (Preface to Mr. De Bellefeuille's Code Civil Annoté.)

LAW OF EVIDENCE.

Mr. Kirkpatrick has introduced a bill at Ottawa, which proposes to amend the law of evidence in certain cases of misdemeanor as follows:—

"1. On the trial of any indictment or in any other criminal proceeding for the non-repair of any public highway or bridge, or for a nuisance to any public highway, river, or bridge, every defendant to such indictment or proceeding, and the wife or husband of any such defendant, shall be admissible witnesses and compellable to give evidence."

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, March 30, 1880.

RAWLEY v. MONARQUE, and QUINTAL, petr., and TRUST & LOAN CO., *mis en cause.*

Tutor—Cannot buy property of pupil at sale by voluntary licitation.

This case was before the Court on the merits of a petition *en nullité de décret.* André Monarque, both personally and in his quality of tutor to the substitution, created in favor of the minor children of whom Luc Quintal is tutor, caused to be sold by licitation (voluntary) the land in question belonging to the succession Poitras, of which his wife was one of the heirs. The deed of sale was passed accordingly to Henri Goyette, purchaser, on 23rd January, 1862, and Goyette the same day signed a declaration that he had bought the land for the account and profit of André Monarque, *fils*, one of the vendors named in said deed of sale, that he had only lent his name to Monarque in doing so. Monarque was party to this declaration, and made the deed his own personal affair. André Monarque, who thought that this land was his, did not fulfil any of the charges subject to which it has been sold, but hypothecated it in favor of the plaintiff, at whose suit the Sheriff sold it. It was the tutor of the children born of the only daughter of André Monarque who bought it, and the same person, Luc Quintal, was the petitioner. The rights of the minors represented by the petitioner were only vested by the death of André Monarque (13th July, 1873), while the property was under seizure, and these rights were only known to them at the moment of adjudication.

TORRANCE, J. The petitioner invokes as ground of nullity that the land never belonged to André Monarque, as proprietor, and that it could not legally be sold as his property. Two questions have been submitted by the petitioner: 1st. Could the tutor buy the land of his pupil when sold by voluntary licitation? 2nd. Should the declaration of "command" be made at the moment of purchase in order to be valid? I do not deem it necessary to do more than answer the first. I hold that the position of Monarque on the 23rd January, 1862, as tutor, prevented him from buying the property in question for himself. The case of *McKenzie* v. *Taylor*, 9 L. C. J., 113 has been cited at the bar, and C. C. P. 1278 appears very plain. I overrule the answer to the petition and grant the prayer of the petition.

Doutre & Co. for petitioner.

Judah & Branchaud for Trust & Loan Co.

Ex parte DRUMMOND, petitioner.

Will—Creation of Substitution.

The petition set out that by a codicil to the will of the late Alfred Pinsoneault, a substitution had been created of certain property designated as lands of La Tortue bequeathed to Alfred Charles Pinsoneault, who had so far neglected to have a curator named to the substitution so created; that the children of the petitioner who was brother-in-law of Alfred Charles Pinsoneault, might become called to said substitution, and petitioner was interested in having a curator appointed to said substitution, and prayed accordingly that a family council be summoned.

The legatee, Alfred Charles Pinsoneault, answered that the property in question had been given to him absolutely.

TORRANCE, J. The words of the codicil requiring consideration are as follows:

XVI. Je désire que tous mes biens soient divisés également entre tous mes enfants d'après les lois en force dans ce pays. J'excepte cependant de cette disposition générale mes terres de la Tortue, situées dans les paroisses de St. Philippe et de St. Constant. Je lègue ces terres à mon fils ainé, Charles-Alfred. Mon grand-père maternel y a commencé sa carrière. Ma mère y est née, mon père y a vécu et y est mort. J'y suis né moi-même, et c'est là que j'ai passé le plus heureux tems de ma vie; quelle puissante raison donc de conserver dans ma famille ces lieux si chers à tant de titres. La vieille maison qui subsiste encore a abrité quatre générations de la même famille, mais mon fils ainé devra donc faire tous ses efforts pour conserver cette propriété, améliorer les différentes terres qu'elle renferme, et les transmettre plus tard à ses enfants. S'il n'avait pas d'enfants, je lui conseille de léguer cette propriété à un des enfans mâles de ses frères, Adolphe ou Ber-

nard. Si ces derniers n'avaient pas d'enfants mâles, il choisirait alors parmi les enfants de ses sœurs un garçon qu'il instituerait son héritier à la condition que ce dernier prenne le nom de Pinsoneault, qu'il lui suffise, dans le choix qu'il fera d'un héritier, de bien remplir mes intentions, qui sont de conserver pour toujours intacte dans la famille cette propriété à laquelle je suis si attaché pour les raisons ci-dessus déclinées.

XVII. Article explicatif. Mon fils ainé Charles-Alfred partagera également avec ses sœurs et frères dans tous mes autres biens, en sus de mes propriétés à la Tortue que je lui lègue pour les causes ci-dessus mentionnées à l'article XVI.

Mon second codicille en date de ce jour, vingt-huit Novembre 1872. I. Il sera loisible à mon fils ainé, Charles-Alfred, de transmettre mon domaine de la Tortue ci-dessus mentionné à celui de ses enfants qu'il en jugera le plus digne.

I am of opinion that a substitution has been created by the above words. Precatory words are often equivalent to a command. Redfield—Wills, §43, n. 9. Lewin—Trusts, p. 104. Poth. 6, 326. Domat, 506, n. 13. Legs à la volonté de l'héritier. Furgole 2, 142, 3. 2 Story—Equity Jurisp. § 1068—74. Troplong, Donations, 1, 275.

Petition granted.

Roy & Archambault, for petitioner.

C. A. Geoffrion, J. E. Robidoux, for Pinsoneault.

JOSEPH v. SMITH.

Saisie-gagerie par droit de suite—Rent not yet due.

The defendant occupied the house of plaintiff from 1st May, 1878, to 1st May, 1879, by sufferance. In the beginning of May, 1879, he left the premises, and the plaintiff immediately sued out a *saisie-gagerie par droit de suite* to secure the rent for the year beginning the 1st May, 1879. The demand was that the seizure be declared valid, and that the defendant be condemned to pay the rent, namely, $240.

The defendant pleaded that he began to occupy the house in 1877, and that such holding terminated by consent of plaintiff in November, 1878, by his allowing defendant to move into another house in Union Avenue, defendant complaining that the house on University street was unhealthy; that afterwards, in January, 1879, defendant gave notice to plaintiff that he would vacate the shop-part of same house in University street in May, 1879, which plaintiff agreed to do; that no rent was due to plaintiff when the action was taken out.

TORRANCE, J. Defendant attempted to prove that he had given notice by witnesses that he would give up possession in May, 1879, but he failed in this proof. I find, therefore, under C.C. 1608, 1609, 1657, 1663, that he is liable for the value of the house for a year; but as the year has not terminated, I have difficulty in giving a money condemnation at this date, or before the termination of the year. The Court overrules the plea of the defendant, save as to the rent not being due by defendant when the action was taken out, and maintains the seizure for the rent which shall have accrued on the 1st May, 1880.

Judah & Branchaud for plaintiff.

H. W. Austin for defendant.

COURT OF REVIEW.

MONTREAL, March 31, 1880.

JOHNSON, TORRANCE, LAFRAMBOISE, JJ.

GIRARD v. BANK OF TORONTO.

BANK OF TORONTO v. GIRARD.

[From S. C., Montreal.

Bank—Resolution of Board of Directors communicated to their Solicitor—Incomplete Contract.

The judgments brought under Review were rendered by the Superior Court, Montreal, Mackay, J., Nov. 29, 1879.— See 2 Legal News, p. 406.

JOHNSON, J. These are cross cases: one of them brought by Girard to get a condemnation against the Bank to sign and complete an *acte* before a notary, granting terms of payment of a large sum of money he owed the Bank; and the other by the Bank against Girard for the amount he owed them. We unanimously confirm both judgments—the one that dismissed Girard's action, and also the one that condemned him at the suit of the Bank. The parties were negotiating with respect to terms of settlement, and many details had to be considered before a contract could be finally completed; and the question for the Court in both cases was purely a

question of fact—the completion of the terms of settlement being alleged as the ground of Girard's action; and also insisted upon as his defence to the action of the Bank. The Bank sent a resolution of their Board to their counsel, in anticipation of terms of agreement that were never arrived at; and it is in respect of this resolution, which the Bank cannot be held to have dispossessed themselves of, (their attorney's possession being their possession,) that Mr. Girard insists principally that not only were the terms of agreement perfectly well settled, but that there was express ratification of them on the part of the Bank in authorizing their agent to sign the deed. His pretentions in this respect in the words of his plea to the Bank's action were that the resolution was annexed by the directors to the draft of the deed, and given to him to be handed to the notary; but it is conclusively shown that the resolution was accompanied by a letter containing positive instructions to their attorney to insert in the deed everything he thought necessary to protect their interests, and after this, certainly more than one draft was made. We think, therefore, that the learned Judge below took a perfectly right view of the evidence in holding that it showed the resolution applied to an agreement that was merely contemplated, and never finally determined.

Judgment confirmed in both cases.

Duhamel, Pagnuelo & Rainville for Girard.

R. & L. Laflamme for the Bank.

JOHNSON, TORRANCE, JETTÉ, JJ.

MOLSONS BANK v. LIONAIS es qual., and LA SOCIÉTÉ DE CONSTRUCTION MUTUELLE DES ARTISANS, Garnishee.

[From S. C., Montreal.

Saisie-arrêt—The attachment in the hands of a garnishee of a debt afterwards due to defendant by the garnishee, is not valid, if at the moment of the seizure the debt did not exist in favor of the defendant.

This was in review from a judgment of the Superior Court, (Rainville, J.), 19th September, 1879, maintaining the validity of a *saisie-arrêt* in the hands of the garnishee. The case was by default, as to the defendant who was here the appellant. The service of the *saisie-arrêt* was on the 11th March, 1879, in the hands of the Building Society, garnishee, which declared on the 24th of March, that at the time of the service it had not, had not now, and does not know that it will have in the future any moneys, moveables or effects belonging to the defendant, under the reserve of the following facts: that by obligation of date, 12th March, 1879, Joseph Galarneau sold to the garnishee land subject to the charge of paying on the 7th December, 1880, or earlier, to the heirs and representatives of Dame Henriette Moreau, wife of the defendant, $200 and interest; that there had been no intervention or acceptation of this indication of payment on the part of the said heirs, &c., but it was to the knowledge of said garnishee that said $200 had been transferred to Joseph O. Joseph, advocate, by transfer of date, 18th March, 1879, signified to Galarneau on the 22nd March, 1879.

PER CURIAM. The simple question is whether the service of the *saisie-arrêt* on the 11th March, 1879, could cover and attach a debt which had no existence in favour of the defendant against the garnishee until the 12th of March. It is true that the demand by the writ is that the *tiers saisi* is required to declare not only what he did owe at the date of the signification, but also what he should owe in the future, and this agrees with the requirements of the C. C. P. 613, 619: 619 says: "The garnishee must declare in what he was indebted at the time of the service of the writ upon him, in what he has become indebted since that time," &c. These rules agree with the forms to be found in the French books.

Roger, *Saisie-arrêt*, edition of 1860, p. 149, Art. 171, *bis*: remarks on the case now before the Court in these words: "Mais lorsque le tiers-saisi ne doit rien encore au débiteur, et qu'il ne vient à lui devoir que postérieurement à la saisie-arrêt formée entre ses mains, il faut considérer cette saisie comme prématurée et frappant dans la vide. Elle ne saurait produire d'effet, car elle n'a pu arrêter entre les mains du tiers-saisi de valeurs qui ne s'y trouvaient pas." Two arrêts are cited from Bioche, *Journal de Procédure*, art. 6375, et art. 3742.

We hold here with these arrêts that the attachment made on the 11th March did not touch the debt which only existed on the 12th of March, and therefore that the *saisie* should be discharged. We notice, however, no transfer

signified by Mr. Joseph upon the Society Garnishee, and it may be that a new attachment in the hands of the Society might operate failing a previous signification by Joseph upon the Society. So far the facts put before us show only a signification of the transfer in favour of Joseph on Galarneau, not on the Society.

Judgment reversed.

Barnard & Co., for plaintiff.

J. O. Joseph, for defendant.

COURT OF REVIEW.

MONTREAL, January 31, 1880.

TORRANCE, RAINVILLE, PAPINEAU, JJ.

DEMERS v. LAMARCHE et al.

[From S. C., Montreal.

Injunction—Partnership—Discretion of Judge.

TORRANCE, J. The demand here is for a writ of injunction under 41 V., c. 14 (Que.) It was made to Mr. Justice Mackay as Judge in Chambers, and was refused *en connaissance de cause*, after examination of *pièces justificatives* and affidavits for and against. The parties had been partners in a commercial firm. The plaintiff had addressed a letter to his co-partners proposing a dissolution on certain terms. This was on the 14th November, and he gave them till 24th November at 4 p.m. to accept. They made a declaration of acceptance before a notary on the 22nd of November, and that declaration was notified to the petitioner on the 24th. I presume that the withdrawal of an offer before acceptance is allowable, 2 L. R., Chan. 463, *Dickenson* v. *Dodds* (A.D. 1876), but that is not the case here. The simple question is whether the judge exercised a proper discretion in refusing the injunction. The plaintiff, I presume, wishes better terms from his partners. If the Court granted the injunction, the result might be extremely disastrous for the parties, involving, perhaps, the ruin of their business. I cannot say that the refusal to give the order was wrong, and the judgment is confirmed.

Longpré & David for plaintiff.

Archambault & Co. for defendants.

TORRANCE, RAINVILLE, PAPINEAU, JJ.

FLETCHER v. SMITH, and SMITH, opposant.

[From S. C., St. Francis.

Procedure—Venditioni exponas—Notice of sale.

TORRANCE, J. This case is before the Court on review of the judgment of the Court at Sherbrooke, dismissing an opposition by defendant to the *venditioni exponas* issued by plaintiff. The grounds of the opposition were 1st. That the return day of the writ had elapsed long before the *venditioni exponas* was sued out. The fact is that the delay arose from the obstructions which the defendant had interposed to the execution of the writ, and the objection does not apply. The plaintiff has moved as fast as the defendant would allow him, and the alternative proposed by defendant, that plaintiff must seize anew, when perhaps the goods will disappear, is untenable. This was the objection upon which defendant's counsel appeared to lay most stress. Another objection was that the notice of sale at the church door of the Catholic church was insufficient. The Court is against the opposant here. Publication had to be made in some public place, C. C. P. 572. The third objection, that plaintiff attempted to levy too much, is not proved. The fourth objection, that the notice by the plaintiff of the sale contains an erroneous description of articles, is not worth more than the others.

Judgment confirmed.

Ives, Brown & Merry for plaintiff.

Bélanger for defendant.

SUPERIOR COURT.

MONTREAL, April 7, 1880.

TRUST & LOAN CO. v. CASSIDY.

Capias issued after judgment—A reference in the declaration to the grounds of capias set out in the affidavit is sufficient.

The capias issued against defendant after a judgment had been obtained against him. The plaintiffs based a new action on this judgment, merely alleging that the amount thereof was still unpaid, and concluded as follows : " Wherefore the plaintiff brings suit, *and on the affidavit herewith filed*, prays that a writ of *cap. ad resp.* do

issue out of this Court to arrest the said defendant, and that the said defendant do remain so arrested to await the future order of the said Court," &c. The affidavit alleged that defendant was secreting his property with intent to defraud.

The defendant demurred, on the ground that none of the *moyens* upon which a capias could issue were alleged or set up in the declaration, and that unless the grounds were stated in the declaration, the plaintiff had no right of action.

Papineau, J., referring to the case of *Malo* v. *Labelle*, 27th Feb. 1858, Day, J., 2 L. C. Jurist, p. 194, overruled the demurrer, the judgment being as follows:—

"Considérant que le capias émané dans une cause après jugement accordant la demande n'est pas une demande dans le sens de l'article 50, C. P. C., mais un moyen d'empêcher le défendeur de soustraire sa personne ou ses biens à l'exécution de ses obligations envers son créancier, et qu'il n'est pas nécessaire, comme dans une demande de capias avant jugement, de faire connaitre les causes de la demande, qui sont constatées par le jugement même;

"Considérant d'ailleurs que la déclaration produite en cette cause réfère à l'affidavit produit avec la dite déclaration, et que cela est suffisant pour faire connaitre au défendeur les raisons pour lesquelles le capias peut être maintenu contre lui, et que la défense en droit du défendeur est mal fondée, cette dernière est renvoyée avec dépens contre lui."

Judah & Branchaud for plaintiffs.
Curran & Driscoll for defendant.

CIRCUIT COURT.

Montreal, March 31, 1880.

David v. The Stadacona Insurance Co.

Liability of Insurance Companies for amounts collected for Stamps under the Quebec Act, 39 *Vic. cap.* 7.

The action was brought by Sullivan David, insurance broker, Montreal, for $1.80, representing the value of stamps paid by him on an insurance policy, under the Act of the Quebec Legislature with regard to stamps on insurance policies, which Act was afterwards declared by the Privy Council to be unconstitutional. See *Angers & The Queen Insurance Co.* 1 Legal News, pp. 3, 410.

The defendants pleaded first, that the stamps, being transferable, the plaintiff should have produced them, or have tendered them to defendants, so that the latter might claim the amount from the Government. It was further pleaded that the defendants had paid the amount over to the Government, acting, as it were, as the agents of the Government, and had not profited in any way by the payment, but simply did what they were required by law to do, and could not be held accountable.

To this the plaintiff answered that the stamps were not like Dominion notes, but merely evidence of the payment of the tax, and there was no reason why they should be produced; that the plaintiff having paid the money to the Insurance Company, was entitled to demand it back from the Company; and that no claim could be made upon the Government except by the insurance companies, who alone were required by the Act in question to buy stamps. The plaintiff, however, produced $1.80 worth of stamps with the answer.

At the argument the counsel for both parties, as this was a test case, desired the opinion of the Court as to the liability of insurance companies to the insured, apart from the question of the obligation to produce the stamps with the action.

Papineau, J., held that the plaintiff had a good claim against the Insurance Company for the amount charged to him for the stamps, which in the case of the Company defendant, was noted on the policies issued by them. Judgment would, therefore, be rendered in his favor for the sum of $1.80 sued for. But the Court was also of opinion that the plaintiff should have produced the stamps with his action, and as he had failed to do this, and had only produced them after plea, he would have to pay the costs of the suit.

Palliser & Knapp for plaintiff.
Trudel, DeMontigny & Charbonneau for defendants.

DISTRIBUTION OF ESTATES OF INSOLVENTS.

The following is a synopsis of the bill introduced in the Commons by Mr. Wallace:—

1. So soon as a writ of execution for any sum

over one hundred dollars shall have been issued, it shall hold all the property, real and personal, subject to execution, of the party or parties against whom it was issued, and shall constitute the said party or parties an insolvent or insolvents.

2. Property seized under an execution for any sum as aforesaid, shall be held for the benefit equally of all the creditors of the party or parties whose property has been so seized.

3. Within five days from the receipt of a writ of execution for any sum as aforesaid, the Sheriff or other officer charged with the execution of the writ shall, either personally or by writing, notify the party or parties against whom such writ has been issued, that the writ is in his possession.

4. Within ten days after being notified of the issuance of such writ, the party or parties so notified shall leave with the Sheriff or other officer in whose pôssession the said writ is, a statement under oath of all his, her or their liabilities, whether due or becoming due, with the name or names and residence or residences of the party or parties to whom any of the said liabilities are either due or becoming due.

5. Within five days after the filing of any statement of liabilities as aforesaid, the officer withwhom the said statement has been filed shall post, or cause to be posted, to each of the parties named in such statement, a written or printed notice in the form hereinafter provided, stating that unless forbidden so to do within one month from the date of such notice by one or more of the creditors of the party or parties named in the notice, he will proceed to advertise and sell by public auction the property of the party or parties named in said notice.

6. At the request in writing of one or more of the creditors of any debtor or debtors against whom a writ of execution has been issued, the officer holding such writ shall, by notice in writing addressed and posted to each creditor, call a meeting of the creditors of the said debtor or debtors to be held at a place named in such notice, after one month and within three months from the date of the said notice; the creditors at the said meeting to determine what disposition shall be made of the property of the debtor or debtors of whom they are the creditors: Provided always, that no disposition contrary to the provisions of this Act shall be made of the property of any debtor.

7. No sale of the property of any debtor shall be made by any officer of the law, unless such sale shall have been authorized in writing by creditors representing at least two-thirds of the value of all the claims against such debtor.

8. No creditor shall be allowed to rank upon the estate of any debtor or to vote at any meeting of the creditors of any debtor, until such creditor shall have filed with the party in charge of the estate a statement under oath that the claim made by the said creditor upon the said estate is for no greater sum than the sum actually due or becoming due by the said debtor to the said creditor, and that the said creditor holds no security for the said debt or for any portion of the same.

9. The sale by an officer of the law of the property of any debtor shall be a full discharge of the debtor whose property has been so sold, from all liability for the debt or debts for which the said property was sold.

10. No estate which, at the valuation made by the owner or owners, shows assets equal to or greater than the liabilities against it, shall be taken out of the possession of the said owner or owners, unless the creditors of the estate shall enter into bonds to pay over to the said owner or owners, any sum that from the sale of the said estate may be realized and remaining over after paying seventy-five per cent. of all claims against the said estate.

11. After giving a bond, as aforesaid, the creditors of any estate may order its sale either by private bargain at a price to be assented to by the former owner or owners of the estate, or by public auction, without the consent of the said former owner or owners.

12. No debtor whose statement of liabilities submitted to creditors shows assets equal to or greater than liabilities, and who has not been dispossessed of his or her estate, shall be relieved of any liability on account of the said estate, but may be found guilty of a misdemeanour if, at the end of three years, seventy-five per cent. of all the claims shown in the said statement of the said debtor have not been paid: Provided always, that all the costs and fees which the said debtor may have by law been compelled to pay shall be included in the aforesaid seventy-five per cent.

13. Unless agreed to by the debtor and a majority of the creditors of the debtor, every debtor whose time for payment shall under the anthority of this Act have been extended, shall make quarterly payments of not less than ten per cent. each, until the whole of the liabilities of the said debtor are fully *liquidated;* and the first of such quarterly payments shall be made at the end of three months after the date at which the extension of time was granted.

14. A debtor making false statement or evading the law, shall be guilty of misdemeanor.

16. No mortgage or other security given by any debtor to secure a debt contracted more than five days before the giving of the said mortgage or other security, while other debts contracted prior to the giving of such mortgage or other security are remaining unpaid, shall be valid as against the claims of the other creditors of the debtor by whom the said mortgage or other security was given.

CANADA'S HIGH COMMISSIONER.

The bill for the appointment of a resident representative agent for Canada in the United Kingdom provides that it shall be the duty of the High Commissioner:—

1. To act as representative and resident agent of the Dominion in the United Kingdom, and in that capacity to execute such powers and to perform such duties as may from time to time be conferred upon and assigned to him by the Governor in Conncil.

2. To take the charge, supervision and control of the Immigration offices and agencies in the United Kingdom under the Minister of Agriculture.

3. To carry out such instructions as he may from time to time receive from the Governor in Council respecting the commercial, financial and general interests of the Dominion in the United Kingdom and elsewhere.

GENERAL NOTES.

Longevity of Lawyers.—The Hon. John A. Cuthbert, of Mobile, Ala., is probably the oldest practising lawyer in the world. The Mobile *Register* says he is 91 years old, and is still engaged in the active discharge of his professional duties. He is a native of Georgia, was a member of Congress from that State in 1813, and was an officer in the war of 1812. The *Albany Law Journal* knows of but one case in legal biography that exceeds this in longevity, while engaged in active professional practice. Macaulay, in his "History of England," relates, that when William III invaded England and re-established the laws which James II had subverted, he marched in triumph into London, and was met by the different classes of citizens with addresses of welcome. The members of the legal fraternity of London marched in procession to welcome the King, Sergeant Maynard at their head, then 93 years of age, and the acknowledged leader of the London bar. After he had presented the address of welcome in the name of his brethren, King William said to him: "Sergeant, you must have outlived all the lawyers of your time." "Yes, sire," replied Maynard, "and but for your Majesty would have outlived the laws." [Morgan's Legal Directory, 1878, gives the name of a practising barrister in Nova Scotia, admitted in 1810. If admitted at the age of 21, this gentleman would be now 91.—Ed. L. N.]

Brevity in Pleading.—The New York *Daily Register* says: "The conciseness and clearness of the short complaint of the Erie against McHenry is a model for prolix pleaders. In forty-five words, besides figures or numbers, plaintiff makes all the allegations necessary to recover nearly a million and a half of dollars; and though a bill of particulars might be asked, there is no indefiniteness or uncertainty in the short allegation."

Forensic Rhetoric.—The following anecdote is told by the Rev. Dr. Hawthorne, as his first experience as a legal tyro: When I entered on the practice of the law, the Judge of the court appointed me to defend a man who was charged with a penal offence. The trial came on. I had carefully cut and dried my speech, and invited all my friends to be present. My friends and even the Judge, pronounced my maiden effort an elegant and polished address. The jury took the case, but to the consternation of my friends, in a very few moments, returned a verdict of *guilty*. The Judge asked my client if he wished to offer any reason why the verdict should not stand. "Yes, may it please your honor," promptly returned the convicted man, "if I had had a lawyer to defend me, I would now be free."—*Southern Law Journal and Reporter.*