The Legal News.

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A singular case of 'touting' for legal business has attracted some notice in Bombay. One Kanji Luhda approached Lord Colin Campbell, a barrister of the High Court of Bombay, and offered to procure business for him if Lord Colin would pay him a commission on the fees thereby gained. By way of overcoming any scruples which Lord Colin might entertain, the tout informed him that certain other barristers of the High Court, and among them the Advocate General of Bombay, were in the habit of allowing him part of their fees on the business procured by him. This statement reached the ears of the gentlemen named, who declared that it was wholly false, and they have laid an information against the tout for defamation. In some parts of India it is a criminal offence for a barrister to pay a commission on business obtained for him.

State of North Carolina v. *Dowell*, 11 S. E. R. 525, appears to be an extraordinary case. It raised the question whether a husband can properly be convicted of assault on his wife with intent to commit rape. The facts were that the white husband of a white woman, by threat of death and holding a loaded gun over the parties, compelled a negro to undertake a sexual connection with his (the white husband's) wife. Before the act was consummated, the accidental discharge of the gun enabled the negro to make his escape. The crime of assault with intent to commit rape being a misdemeanor, in which no degrees are recognized, the husband was indicted as a principal, and convicted. Shepherd, J., delivering the majority opinion of the Supreme Court, sustaining the conviction, said: "The defendant strangely insists that he is not guilty because he is the husband of the prosecutrix; and he relies as a defence upon the marital relation, the duties and obligations of which he has, by all the laws of God and man, so brutally violated. In our opinion, in respect to this offence, he stands upon the same footing as a stranger, and his guilt is to be determined in that light alone. The person of every one is, as a rule, jealously guarded by the law from any involuntary contact, however slight, on the part of another. The exceptions, as in the case of a parent, or one *in loco parentis*, moderately chastising a child, or a schoolmaster a pupil, are strict and rare. It was at one time held in our state that the relation of husband and wife gave the former immunity to the extent that the courts would not go behind the domestic curtain, and scrutinize too nicely every family disturbance, even though amounting to an assault. But since *State* v. *Oliver*, 70 N. C. 60, and subsequent cases, we have refused the 'blanket of the dark' to these outrages on female weakness and defencelessness. So it is now settled that, technically, a husband cannot commit even a slight assault upon his wife, and that her person is as sacred from his violence as from that of any other person. It is true that he may enforce sexual connection; and, in the exercise of this marital right, it is held that he cannot be guilty of the offence of rape. But this privilege is a personal one only. Hence if, as in *Lord Audley's case*, 3 How. St. Tr. 401, the husband aids and abets another to ravish his wife, he may be convicted as if he were a stranger. The principle is thus tersely expressed by Sir Matthew Hale: 'For though in marriage she hath given up her body to her husband, she is not to be by him prostituted to another.' (Hale P. C. 629.)"

A wife went to a camp meeting lately, and while there submitted to sundry familiarities on the part of persons present, which displeased her husband, and an action for a divorce was the result. Proof being made of gross improprieties, her counsel had the hardihood to urge in her behalf that such things were so customary at camp meetings that nothing wrong could be presumed from them. The Court (Bird, V. C., in *Patterson* v. *Patterson*, New Jersey) was evidently somewhat shocked by this plea, and said:—"Counsel insists that many of the acts complained of—such as kissing, and the taking of likenesses together, and the resting of the head of a mar-

ried man in the lap of a married woman not his wife—are simple acts of indiscretion, and very frequently indulged in in social intercourse in these modern times. I do not believe that society has become so degenerate. It is incredible to suppose that such acts are regarded as common events, or of constant occurrence, and considered of slight or no importance with respect to character or consequent influence upon the individual indulging therein. Nor do I believe that they have become so open or notorious at Asbury Park where these parties lived, as to be the subject of constant observation by every visitor or beholder. I speak of this not to defend the people of Asbury Park, but for the purpose of showing that if social intercourse in Asbury Park has become so cyprian in its character as to regard the acts referred to as of slight consequence, counsel for defendant would have had no difficulty in proving to the court the multitudinous cases which he declared were daily taking place. The fact that there is an utter failure in this behalf shows beyond disputation that Asbury Park is not in any sense subject to the unworthy charge."

COURT OF QUEEN'S BENCH—MONTREAL.*

Composition agreement—Not signed by all the creditors—Novation—Option—Tender.

Held:—That where an agreement of composition is prepared, by which the creditors agree to accept a composition on the amount of their respective claims, and the agreement is not signed by all the creditors as was contemplated, and it does not appear that those who signed, individually intended to compound for the amount of their respective claims independently of the other creditors, novation is not effected of the claim of a creditor who signed the agreement, but who subsequently refused to accept the composition, and did not in fact receive the same.

2. That even supposing the composition agreement to be binding, the curator to the judicial abandonment subsequently made by the debtor was bound, in his tender, to give the creditor the benefit of the option contained in the agreement, viz., satisfactory endorsed notes for 40 cents on the dollar, or 35 cents in cash, and in contesting the creditor's claim for the amount of the original debt, was bound to repeat the tender with option as above stated.—*McDonald & Seath*, Dorion, Ch. J., Cross, Baby, Church and Bossé, JJ., Nov. 20, 1889.

Suretyship—Bond—Donation by surety.

Held:—That where a bond has been given to the Crown for the fidelity of a public officer, no claim exists against the surety so long as the person whose fidelity is assured has not made default. Therefore a sale or donation made by the surety of all his property and effects, *after* the date of the contract of suretyship, but *before* any default has occurred, will not be revoked at the instance of the Crown, in the absence of proof that any claim against the surety resulting from the bond existed at the date of the donation.—*Marion & Postmaster-General*, Dorion, Ch. J., Tessier, Baby, Church, Bossé, JJ., Jan. 22, 1890.

Receipt—Valuable security—R. S. Canada, ch. 173, s. 5.

Held:—(Cross, J., *diss.*), That a receipt or discharge of a debt is not a valuable security under chapter 173 of the Revised Statutes of Canada, and that the obtaining of such a receipt or discharge by means of violence or threats of violence, is not a felony coming within the 5th section of the Act.—*Reg.* v. *Doonan*, Dorion, Ch. J., Tessier, Cross, Baby Doherty, JJ., March 26, 1890.

Banking Act, 34 Vict. (D), Ch. 5, secs. 26, 58—Double liability—Responsibility of pledgees of stock—Savings Bank—34 Vict. (D), ch. 7, secs. 17, 18, 19.

Held:—(Affirming the judgment of JOHNSON, J., M. L. R., 2 S. C. 51), 1. That a Savings Bank, holding bank shares as pledgee, and appearing as owner on the books of the bank, is not the owner of such shares within the meaning of sect. 58 of the Banking Act, 34 Vict. (D), ch. 5, and therefore is not subject to the double liability.

*To appear in Montreal Law Reports, 6 Q. B.

2. A bank, shares of which are transferred to a savings bank, is presumed to know that the shares are held by the latter as collateral security, inasmuch as under sect. 18 of 34 Vict. (D), ch. 7, a savings bank cannot acquire bank shares or hold them except as pledgee.—*Exchange Bank of Canada & City and District Savings Bank*, Dorion, Ch. J., Tessier, Cross, Baby, Church, JJ., Sept. 27, 1887.

Privilege—Attorney—Costs—Arts. 1994, 2009 *C.C.—Saisie conservatoire.*

Held :—(Reversing the judgment of WURTELE, J., M. L. R., 5 S. C. 374, DORION, Ch. J., and CHURCH, J. *diss.*). 1. In law costs (*frais de justice*) are included all costs incurred for the common interest of the creditors, whether it be in recovering property for the debtor, or in preventing his property from being carried away, diminished or lost.

2. Under Art. 2009, C.C., costs incurred for the common interest of the creditors, and declared privileged by the article, are not necessarily costs incurred in a suit; it is sufficient if they are expenses incurred for the common interest.

3. Counsel fees and disbursements incurred in saving for the *grevé* a sum of money of a substitution may constitute a privileged claim upon such money under Art. 2009, C.C., and a *saisie-conservatoire* may be made of such money.—*Barnard & Molson*, Dorion, Ch. J., Tessier, Baby, Church, Bossé, JJ., May 23, 1890.

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*SUPERIOR COURT—MONTREAL.**

Voiturier — Responsabilité—Valise—Preuve du contenu.

Jugé :—1o. Qu'une compagnie voiturière est responsable de la perte de la valise de l'un de ses passagers, laissée sous sa garde, dans un de ses hangars à bagage, pour être examinée par les officiers de la douane;

2o. Que, dans ce cas, la valeur du contenu de la valise peut être établie par le serment du demandeur, qui peut y inclure les effets appartenant à sa femme.—*Davidson* v. *Canada Shipping Co.*, Pagnuelo, J., 30 mai 1890.

*To appear in Montreal Law Reports, 6 S. C.

Presse—Libelle—Responsabilité — Justification.

Jugé :—Qu'il n'y a pas lieu à une action en dommage contre le propriétaire d'un journal, lorsque ce journal a publié des nouvelles de nature à nuire à la réputation de quelqu'un, si ces nouvelles sont publiques de leur nature, substantiellement vraies, et publiées dans l'intérêt public.—*Turgeon* v. *Wurtele*, de Lorimier, J., 16 mai 1890.

Destination d'une rue publique—Acceptation tacite—Rue ouverte à la circulation générale par le propriétaire du terrain—Prescription.

En 1846, B. propose à la cité de Montréal d'ouvrir une rue sur sa propriété. Sa requête fut référé au comité des chemins qui déclara accepter l'offre en y apposant certaines conditions, mais le projet ne fut jamais sanctionné par le conseil de ville. Cependant, B. fit préparer un plan de ses terrains en y indiquant comme rue projetée, la nouvelle rue, et vendit même certains lots décrits comme étant bornés par la dite rue. Les acquéreurs de ces lots bâtirent sur la ligne de cette rue qui ne fut jamais définitivement ouverte, et dont une extrémité fut fermée par une clôture avec ouverture pour piétons. Depuis plus de trente ans, cependant, la rue a servi au public comme voie de communication, mais sans que la ville de Montréal l'ait jamais reconnue formellement comme rue publique.

Jugé :—1o. Que dans ces circonstances, il y avait suffisamment destination de cette rue de la part de B. pour empêcher les représentants de ce dernier de prétendre que les terrains ainsi ouverts à la circulation générale, sont propriété privée.

2o. Que l'usage général par le public comme rue, d'un terrain destiné par le propriétaire à faire une rue, comporte acceptation du terrain pour les fins d'une rue publique.

3o. Qu'aucune acceptation formelle par la ville de Montréal, n'était pas nécessaire dans ces circonstances, l'acceptation de la dite rue par le public, de la manière indiquée, étant suffisant pour faire du terrain une rue publique.

4o. Qu'un propriétaire ne peut, après avoir ouvert une rue à la circulation publique revenir sur cette destination, et fermer la dite rue après qu'elle a été ainsi acceptée par le public. —*Childs* v. *Cité de Montréal*, Pagnuelo, J., 28 juin 1890.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER VII.

OF REPRESENTATION AND WARRANTY.

(Continued from p. 350.

This learned judge insists that any agreement on the part of the insured, in regard to the future, must, in order to bind him, be expressed in the policy, and that unless it is so expressed, any allegation and proof of it as a defence, on the part of the insurer, will be a direct violation of the rule, that extrinsic evidence is inadmissible to vary or control a written contract, and consequently should not be permitted. Though he admits that the case is different with a representation of an existing fact, his argument necessarily bases the effect of such a representation in invalidating the policy, simply upon its untruth at the time it is made, and therefore holds that it is of no force, so far as regards any implied stipulation, that the fact represented shall continue to exist during the whole period of the risk. Thus where one represents his building as occupied for a certain specified purpose, the result of the Chancellor's argument is, that if these facts are not true at the time the representation is made, then the policy is void, but if, on the next day or week after the policy is issued, the house is permanently put to a more hazardous use, it will constitute no defence for the insurer to an action on the policy. But this conclusion is opposed to the invariable tenor of the decisions both in England and this country, such representations having been always construed to be representations, not only that the fact exists, but also that it will continue throughout the duration of the risk, so far as this depends upon the insured. But the opinion of the Chancellor, even in regard to representations, purely and solely promissory, is not supported by the decisions. See *Edwards* v. *Footner*. [1]

[1] 1 Camp. 530. This was a case of a man insuring a ship to sail with two others, and to carry 10 guns and 25 men. She sailed alone, and did not carry so many guns or men. She was captured; the insurer was freed. In *Dennistoun* v. *Lillie*, 3 Bligh, the insured, by letter, instructed correspondents to effect insurance. A letter from the insured was shown to the insurers, stating that the ship "will sail on 1st May." The ship sailed 23rd April and was captured on the 11th May coming from Nassau to the Clyde. The expression in the letter was held to be positive, and not a mere statement of expectation; and being a material representation and untrue, the insurer was freed.

Mr. Duer has ably reviewed the position taken in *Alston* v. *Mechanics' Mut. Ins. Co.*, and has showed its error, as well as that of *Bryant* v. *Ocean Ins. Co.*, 22 Pick. 200, which supports the opinion of Chancellor Walworth, and he has plainly demonstrated by an analysis of the various decisions on the subject, that promissory representations have been from the first recognized by the courts, and that a substantial compliance with them is necessary to the validity of the policy. See *Duer on Ins., Lect.* 14, *note* 6.

It must, however, be admitted that the settled law, in regard to the effect of misrepresentations without fraud upon the policy, as laid down in the cases above cited, and denied in *Alston* v. *Mechanics' Mut. Ins. Co.* is a departure from the rule in reference to the admissibility of parol, or extrinsic evidence, to vary or control written contracts. If the representation is admitted in evidence, it is plain that the insurer is permitted to show by proof of an agreement extrinsic to and independent of the policy, that the contract is not such as the terms of the policy taken by itself, would imply. Mr. Duer and Mr. Arnould agree that this salutary rule of evidence has been, in a measure, violated; and while they consider the law as too well settled, both in the U. S. and in England, to be shaken, [1] they still express a decided preference for the doctrine prevalent on the continent of Europe, which requires the insertion in the policy of all material facts, which, however, are not to be construed as warranties, unless an intention to that effect is expressly and unequivocally declared.

Representations promissory impose as a duty the performance of future acts, says Mr. Park. What is such a thing, I say, but a warranty; and is it to be tolerated that a warranty shall be fixed as addition to a written agreement and established by parol?

[1] When some strong judge comes along it will be shaken.

§ 201. *Misdescription and Misrepresentation.*

Even in the absence of special condition, a written misrepresentation whereby a risk is taken which might not have been taken on a true representation, or whereby less premium is paid than would otherwise be, is sufficient to render void the policy. All peculiar circumstances of risk arising from the situation of the subject insured, the construction of buildings, the nature of the trade carried on in them, or of the goods therein, should be mentioned so that the risk may be understood. If not mentioned, or if buildings or goods be described otherwise than they really are, or if after an insurance the risk be increased by changes in the property insured or by the erection of new ones, or by the putting up or alteration of any stove, the carrying on of any hazardous trade or process, the storing of any hazardous goods, or in consequence of the formation of any hazardous communication, or by any means whatsoever, the insured will by the conditions of most offices' policies lose the benefit of his insurance.

Where mere movables or goods are insured, the insured ought to give a true description of the building containing them, and to disclose all material facts known to him and of which the insurers may be presumed to be ignorant. By material facts here are meant all those which if communicated to the insurer might induce him to refuse the insurance, or not to take it unless at a higher premium.

If a false representation be made of the cost of, or outlay upon, buildings, and thereupon a policy be granted, it may be held material misrepresentation, and, whether made by design or mistake, the policy will be avoided.[1]

The offices generally mention, upon or in their policies, the various classes of risks and rates of premiums. The lowest rate is for "common insurances," as upon buildings exposed to the least degree of hazard. The premium is higher for "hazardous insurances," as upon buildings which from their situation or construction are more susceptible of ignition, or buildings not of themselves hazardous, but in which hazardous trades are carried on, or in which there are perils, as from hazardous goods or from stoves. The premium is higher still for "doubly hazardous insurances," as buildings which from their construction or materials are of a hazardous nature, and in which hazardous goods are deposited or hazardous trades carried on.

There are also cases of extraordinary risk, as those upon sugar refineries, not included in the usual tables of premium. These are usually made the subjects of special agreements, all the circumstances being taken into consideration.

Goods also are classed into not hazardous, hazardous, and extra hazardous.

The insured is obliged to represent to the insurer fully and fairly every fact which shows the nature and extent of the risk, and which may prevent the undertaking of it, or affect the rate of premium.[1]

Art. 2572 C. C. L. C. says it is implied warranty that the description by the insured shall be such as to show truly under what class of risks it falls, according to the proposals and conditions of the policy.

A mere nominal misdescription of a building, if the building be known and the description be in the main correct, will not vitiate the policy.

But if a building be described as first class instead of second, where the premium for the second is higher than for the first class, the insurance of such building will be null if the building, at date of insurance, was only of second class.[2]

The conduct of the assured after an insurance cannot retroact, but if a building was insured as in one class, or as one thing, (under which case, had it been burned, the assured could not have recovered), he shall not recover by afterwards making the thing insured all right, to come into the class in which it was insured. He cannot even compel the company to keep the risk by extra payment.

[1] *Carpenter* v. *The A. Ins. Co.*, 1 Story, 67. Where there is over-valuation grossly out of proportion to actual value, the plaintiff is not free from charge of fraud; *Wall* v. *Howard Ins. Co.*, 51 Maine.

[1] Civil Code of Lower Canada, Art. 2485.

[2] *McMorran* case, *post*.

As a false description in a sale will often entitle the purchaser to have a rescission of the sale, so in insurance a false description may nullify an insurance contract. Suppose a house at a distance be insured, and it be stated to be only a mile from the cathedral church of S., whereas it was three miles distant, this might be material. Distance is often of importance. Aid cannot be obtained as well at a distance of three miles from a town as in the town. Water-plugs may be within one mile, but not at a distance of three miles from the cathedral of S.

Again, if a man insuring say that a house is in thorough repair, and worth £500; though it be worth only £300 he might recover if the house is in thorough repair. The insurer may be treated on the mere value point, as a purchaser is in a case of sale.[1] But if the house is not in thorough repair, but badly in want of repair, *semble* the insurance is null.

In a case before the Cour d'Appel de Paris (August, 1873) roofs were declared to be covered *en dur*, but part of one was in *carton bitumé*. A false declaration was charged against the insured after the fire; but, owing to the small portion of the roof covered with *carton*, the assured recovered, the Court remarking that no augmentation of risk appeared, and, moreover, the description in the policy had been in the company's office after the visit of an inspector to the building.

Four houses were insured as brick, but separated from one another in part by wooden framings filled with brick. Held no misdescription.

Suppose houses are insured as brick, but have all openings, doors and windows, and cornices and porches of wood; certainly this is not misdescription.

A insures "his house in St. James street, No. 30." His house is No. 31; he has none other in that street. This is not fatal. *Rolland's* case (*post*) is very different.

Insurance was effected by A on his books in the bindery of B, "in the third and fourth stories" of a certain building. The bindery was really in the fourth and fifth stories. The amount of premium would have been no higher had the description mentioned the fourth and fifth stories; the risk was not increased. The insured recovered.[1]

[To be continued.]

[1] Burge, Suretyship, p. 223.

[1] *Baird* v. *Philadelphia Ins. Co.*, Hunt's Merchant's Mag., vol. 28 p. 336. But is it the thing insured where the second and third stories were insured, and the third and fourth are burned? Suppose a house consisting of a centre and two wings, east and west, and all in the centre and east wing be insured: can the centre and west wing be held insured? The answer may depend on the particular circumstances. For example, if the insurers visit the place, and insure say, a library *in situ*, but make a false description according to the points of the compass.

SOME SCOTTISH JUDGES.

The Right Honourable John Inglis, Lord President of the Court of Session, and Lord Justice General of Scotland, is the eldest son of the Rev. John Inglis, D.D., (1763-1834), who was in his day the foremost ecclesiastic in the General Assembly of the Church of Scotland. He was born in Edinburgh in 1810, and was educated at the famous High School, and afterwards at the University of Glasgow, and at Balliol College, Oxford, whence he carried away a B.A., (1834) and an M.A. (1836) degree. In 1835 he was admitted to the Faculty of Advocates. The subsequent facts in the Lord President's career may be ranged conveniently around a few leading dates. From February till May, 1852, he was Solicitor-General. From May to December, 1852, and again from February till June, 1858, he held the office of Lord Advocate. For six years (1852-58) he was Dean of the Faculty of Advocates. In 1858 he succeeded John Hope as Lord Justice Clerk, with the title of Lord Glencorse; and in February, 1867, he became President of the First Division and Lord Justice General of Scotland. Inglis's Parliamentary experience was somewhat narrow; he sat in the House of Commons as M.P. for Stamford from Febru-

ary till July, 1858. His university honours have been numerous—Edinburgh, Glasgow, Aberdeen, and Oxford giving him of their best without stint or measure.

Such, in brief outline, has been the public career of the Lord President. But this dry *résumé* of facts conveys to the reader a most imperfect idea of his intellectual quality and of the estimation in which he is held by the people of whose judicial system he is the head.

Lord President Inglis is permanently associated in the mind of every educated lay Scotchman with the trial of Madeline Smith in 1857. He was then Dean of Faculty. He had the reputation, within the walls of the Parliament House, of being the first advocate of the day, and he had already—though only for a short period—been the chief law officer of the Crown. His practice was at once large and select. But such facts as these prove impressive only to the initiated or the interested; and if Inglis had died, or retired from public life, in the beginning of the year 1857, his forensic memory would not have been cherished, as it now is, by the laity of Scotland.

On June 30, 1857, Miss Madeline Hamilton Smith, the daughter of an architect of good position in Glasgow, was brought to trial before three judges of the Edinburgh Court of Justiciary—Lord Justice Clerk Hope, Lord Ivory, and Lord Handyside—on a charge of having poisoned her lover and seducer, Emile l'Angelier, with arsenic. The youth of the prisoner—she was but twenty-one years—her social *status*, her appearance, the mystery of the case, and the cruelty of the murder, if murder were committed, aroused and stimulated public interest to the highest degree. Miss Smith's defence was entrusted to Mr. Inglis, who forth with became a cynosure for every eye The wildest rumours circulated—and, if we may anticipate a little, are in circulation still—as to the great advocate's behaviour during the critical interval between the indictment and the trial of the prisoner. 'He was living in the deepest seclusion;' 'none of his relatives dared to address him;' 'he believed Miss Smith to be innocent:' 'he knew her to be guilty;' such and a hundred other reports were in vogue. One of these tales has displayed a vitality so persistent that it deserves to be recorded. L'Angelier died from arsenical poisoning, and traces of a large dose were found in his stomach and intestines. The line of defence—so the story goes—which Mr. Inglis had at first determined to assume was that arsenic, being a mineral poison, would necessarily have sunk to the bottom of the cup of coffee or cocoa in which it was alleged to have been administered, and could not therefore have been taken in any quantity by the deceased, at least through the medium on which the Crown relied. It is obvious that this contention, if well founded, weakened the case for the prosecution and lent colour to the hypothesis of suicide, suggested by the defence. Mr. Inglis sent for an eminent Edinburgh chemist, and propounded to him the theory which he thought of trying to establish. This gentleman subjected it to a single and a fatal experiment. He took a cup of coffee and poured into it a quantity of arsenic; sure enough the deadly mineral sank to the bottom of the cup. The cloud rose for a moment from the advocate's face. 'But suppose,' said the chemist, 'that we do what is usually done by a young lady who hands to a friend a cup of coffee which she has prepared; *suppose that we stir the contents with the spoon.*' In an instant the arsenic was temporarily suspended in the coffee; and it was clear that the whole might have been swallowed without a suspicion of anything except grounds! 'Good night,' said Mr. Inglis, quietly closing the conference and returning to his papers, 'we shall not need your evidence at the trial.' The prosecution of Madeline Smith was conducted by the Lord Advocate, the Hon. James Moncrief (who afterwards became the Lord Justice Clerk of Scotland), with remarkable ability and moderation. The Dean of Faculty followed with a speech which was at once declared by the press and by the public to be the forensic masterpiece of the century. Delivered under great mental excitement, emphasizing and ennobling the arts of the accomplished advocate, it told upon the jury, and even upon the bench, like an electric

shock, and the paralysed arm of Justice released its prey. Miss Smith escaped with the dubious Scotch verdict of 'Not proven;' and her name is never mentioned without a complimentary reference to 'the old man eloquent' who defended her. The mellowing influence of time has not greatly dimmed the lustre of Mr. Inglis's wonderful speech. It is by far the most brilliant forensic effort that has ever been made in the Parliament House, and will bear a not unfavourable comparison with Sergeant Shee's defence of Macnaghten and Cockburn's defence of Palmer. The peroration is good; but the exordium, beginning with 'The charge against the prisoner is murder and the punishment of murder is death,' is, in our opinion, better still, and could hardly be surpassed.

During his tenure of the office of Lord Justice Clerk, Inglis was called upon to preside at the trial of Dr. Pritchard, who was eventually condemned and executed for the murder of his mother-in-law and his wife by antimonial poisoning. His lordship's charge to the jury was a model of elegance and clearness. He disposed very neatly of two ingenious points which had been raised for the defence. The Solicitor-General had dwelt upon 'the opportunities' for committing the alleged crimes which Pritchard had enjoyed. The prisoner's counsel (Mr. Rutherfurd Clark) pointed out that the so called opportunities arose from the prisoner's position as son-in-law and husband, and were not in any sense of the term his fault. 'A very proper observation,' said the Lord Justice Clerk; 'but then, gentlemen, you must remember that the learned counsel is not entitled to argue the case as if these opportunities did not exist.' Mr. Clark's next contention was that the Crown had merely traced the alleged murders to the door either of the prisoner or of a young servant-girl whom he had seduced under promise of marriage, and had called upon the jury to decide between the two upon a balance of probabilities. The Lord Justice Clerk observed that the learned counsel did not seem to have sufficiently adverted to the fact that both parties might, perhaps, have been implicated in the crimes, and that in such a case a jury would have little difficulty in deciding as to which was principal and which agent.

The Lord President is reputed to be, and is, the greatest lawyer and the ablest judge on the Scottish bench. His mind is preeminently judicial. He possesses, besides a profound knowledge of Scots law, educated common sense, and the capacity of listening to an argument without interrupting it. A debate in the First Division never descends to the level of a wordy wrangle between the bench and the bar. The Lord President is also the most cultured of his countrymen. His knowledge of ancient and modern classics is both wide and exact. He has sensitive literary perception and writes a charming style.—*Law Journal (London.)*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 31.

Judicial Abandonments.

Eug. Arcand, trader, St. Césaire, Oct. 23.
James Dawson & Co., dry goods, Montreal, Oct. 22.
Médéric Barbeau, trader and farmer, parish of St. Constant, Oct. 20.
Bruno Duperré, saddler Quebec, Oct. 27.
F. X. Gagnon, grocer, Quebec, Oct. 24.
Landry & Frères, butchers, Ste. Scholastique, Oct. 22.
Placide Larochelle, trader, St. Cajetan d'Armagh, Oct 25.
Alexandre Millette, grocer, Longueuil, Oct. 22.
Adjutor Morissette, grocer, Quebec, Oct. 25.
Damase Pageot, trader, St. Sylvestre, Oct. 30.

Curators appointed.

Re Médéric Barbeau, trader and farmer, parish of St. Constant.—C. Desmarteau, Montreal, curator, Oct. 28.

Re Bénoni Beaudin.—C. Desmarteau, Montreal, curator, Oct. 16.

Re Adjutor Bernier, stationer, Lévis.—Arvin Beaupré, Quebec, curator Oct. 28.

Re James Dawson, et al., dry goods, Montreal.—A. F. Riddell Montreal, curator, Oct. 29.

Re Dme. Vve. Jos. Côté, shoemaker.—H. A. Bedard, Quebec, curator, Oct. 28.

Re E. Donahue & Co., Farnham.—A. W. Stevenson, Montreal, curator Oct. 30.

Re E. T. Favreau.—Bilodeau & Renaud, Montreal, joint curator, Oct 29.

Re Albert Marquette.—N. Matte, Quebec, curator, Oct. 27.

Re Alex. Millette.—C. Desmarteau, Montreal, curator, Oct. 29.

Re Frank Ouellette.—C. Desmarteau, Montreal, curator Oct. 30.

Re Alfred Tetrault.—Millier & Griffith, Sherbrooke, joint curator Oct. 24.

Re Alexis Terriault, trader, Fraserville.—N. Matte, Quebec, curator, Oct. 27.

Dividends.

Re Magloire Bonhomme, St. Etienne.—First and final dividend, payable Nov. 19, Kent & Turcotte, Montreal, joint curator.

Re James Roberts.—First and final dividend, payable Nov. 18, C. Desmarteau, Montreal, curator.

Separation as to Property.

Flmire Lacouture vs. Jean Baptiste Ulric *alias* Rodrigue Chapdelaine, trader, St. Ours, Oct. 27.

Adeline Paré vs. Augustin Perron, contractor and mason, Quebec, Oct. 29.