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The decision in *Dupuis* v. *Rieutord*, M. L. R., 1 S. C. 356, holding notaries responsible for errors of law made in the deeds received by them, and which has since been unanimously affirmed in Review, is supported by the recent decision in France noted in our last issue (p. 213.) In fact, the Cour de Cassation has gone further, and holds the notary responsible not merely for an error committed against a positive law, but for not being aware of a modern jurisprudence which had changed the old doctrine. Notaries are therefore required not only to know the law as it was interpreted at the date of their admission to the profession, and the statutory amendments, but to keep themselves informed of contemporary judgments and of such alterations as may be effected by a current of decisions.

The *Law Journal* (London), referring to the suggestion that the young Prince Edward of Wales might be created Duke of Australia and Earl of Ontario, in celebration of the colonial reunion and of Her Majesty's jubilee, finds that such a title is not altogether unsupported by precedent. "Originally it would seem to have been proper that the place from which a title is taken should be within 'the realm;' but there are many instances to show that it need only be within the allegiance of the king in right of one of his crowns. Thus the earldom of Tankerville (in Normandy), the marquisate of Dublin, and the earldom of Kilkenny (in Ireland), were in the peerage of England; while the Earl of Llandaff, the Earl of Ely, and Viscount Hawarden were peers in the 'kingdom of Ireland;' and (what is more to the present purpose) there was formerly a Viscount of Canada in the Scottish peerage. It is well known that the Marquis Wellesley aspired to be Duke of Hindostan. Lord Coke (in *Calvin's Case*) expressly says that the Channel Islands are 'no part of the realm of England;' but yet, as they are within the 'dominions' of the Crown, we have an Earl of Jersey and a Lord Guernsey in the peerage of England."

LITIGATION IN ENGLAND.

The London *Times* gives the following statistics of litigation for 1870 and 1884:—

The total number of writs of summons issued in 1870 in the Queen's Bench, Common Pleas, and Exchequer was 72,660; in the year ending October 31, 1884, the corresponding number was 48,747. Including the writs issued in the district registries, the total number was 75,857. That the actual increase should be only about 4 per cent. is a significant fact. Judgments have increased about 21 per cent. But there is no such increase in writs of execution of all kinds, which were 17,725 in 1870 and 20,117 in 1884. It is significant that only 45 special cases were heard in 1884, against 73 in 1870. In the circuit work there has been much fluctuation. On the whole South-Eastern Circuit were entered in 1884 only 110 cases, as against 313 entered on the old Home Circuit. While on the old Northern Circuit only 33 causes were entered in 1870, the numbers for the present Northern and North-Eastern Circuits were 354 and 217 respectively. The annual amount recovered by the agency of the Courts for 1870 was 369,503*l.*; in 1884 it was 227,660*l.* The amounts recovered on circuit in these years were 188,509*l.* and 95,822*l.* respectively. The summonses at chambers, which were 52,764 in 1870, were only 39,800 in 1884. Of Chancery business, while the fees paid in the taxing-master's office and the costs taxed were respectively 31,519*l.* and 1,004,660*l.* in 1870, they were in 1883—434,799*l.* and 1,247,016*l.* While the total amounts of cash paid into and out of Court respectively in 1870 were 9,775,517*l.* and 10,296,363*l.*, the figures for 1884 were 12,373,149*l.* and 12,495,421*l.* The purely contentious business, and, in particular, that part of it which devolves on the Queen's Bench Division, seems on the decline, or, at least, has not expanded in proportion to the growth of wealth and population. The returns as to the Admiralty Court are also

indicative of decline. During the period which we have selected the work of County Courts has expanded. The plaints entered rose from 912,298 in 1870 to 953,414 in 1884, and the total amount for which they were entered was 2,644,762*l.* in the former year, as against 2,936,820*l.* in the latter. But we are inclined to think that, compared with the advance by 'leaps and bounds' in wealth and population, statistics of legal business indicate an arrest in development and a partial atrophy of our Courts.

COURT OF QUEEN'S BENCH.

QUEBEC, Feb. 4, 1886.

Before DORION, C. J., MONK, RAMSAY, CROSS, BABY, JJ.

LA COMPAGNIE DU CHEMIN DE FER DU NORD (deft. below), Appellant, and PION et al. (plffs. below), Respondents; [and a cross appeal.]

THE SAME, appellant, and PICARD (deft. below), Respondent; [and a cross appeal].

Beach of Navigable River—Riparian Proprietor—Deprivation of Access—Right of Indemnity.

HELD:—*The use which riparian proprietors may have of the beach of a navigable river adjoining their lands, is not a right of property nor even a right of servitude, but a mere "droit de tolérance" which ceases, without right to indemnity, as soon as the Crown concedes or otherwise disposes of such part of the public domain.*

Hence, where the legislature authorized a railway company to construct its line along the shore of a river, and the company, under the authority so conferred by the legislature, constructed its line along the beach between high and low water, and thereby deprived riparian proprietors of access to the river, to the great injury of the business previously established and carried on by them, it was held that an action of damages could not be maintained against the railway company by the persons who were so cut off from access to the river, the Crown having the right to authorize such construction, and no redress being provided by the Statute.

RAMSAY, J. (*diss.*) This is an appeal from a judgment condemning the company appellant to pay $5,000 damages for cutting the respondents off from the communication of their land with the river St. Charles, a navigable river.

The company pleads several grounds of defence. It is said, first, that the railway is constructed on the beach, with the consent of the Harbour Commissioners who are owners of the beach, and that therefore respondents have no right to complain. Secondly, that if there be any damage, it is incurred under a statute authorising the company to construct the railroad, and therefore the company is not liable, being protected by a statute, which reserves no right to indemnity for injury such as that. And, thirdly, that if there is any liability by the company it can only be established by arbitration. A fourth reason is that there is no appreciable measure of damages.

The title conferred upon the Harbour Commissioners is only in trust, for certain defined purposes and for none others. Sections 15 and 16, 36 Vic., ch. 62, are express on the point. Sec. 15 is in these words:—

"All property acquired and held by the Quebec Harbour Commissioners under this act shall be held to have been and is hereby declared to be transferred to and vested in and to be the property of the said corporation, *in trust, for all purposes for which the said corporation was created*, as fully to all intents and purposes as if so vested in them by their original act of incorporation."

The construction of a railway from Quebec to Montreal was not among the purposes for which the Harbour Commission was created. It is therefore evident that the conveyance by the Harbour Commission of the beach to a railway company is totally unauthorized.

The second ground of defence involves a question which has given rise to some discussion in other cases. However, the question does not really come up in this case, as it appears before us. The statute referred to by appellant, 43 and 44 Vic., ch. 43, provides for indemnity to all owners of lands or *interested in lands*, which may suffer damage from the taking of materials, *or the exercise of any of the powers granted to the railway*. Sec. 11. This seems wide enough to meet the issue raised by the second ground of defence.

When the code, in Art. 405, speaks of property, it uses the word in the sense of *dominium*, and to distinguish the proprietor from the usufructuary, etc. In Art. 407 property is used in a less technical and larger sense, and means that which belongs to one. Art. 407 is therefore under "Ownership" or "Propriété" in the code, while Art. 405 is under "Distinction of things" and the very article following 407 goes on to say :—"Ownership in a thing whether movable or immovable gives the right to all it produces, *and* to all that is joined to it as an accessory, whether naturally or artificially." Art. 408 C. C. In a word, *plena proprietas* includes the usufruct, *nuda proprietas* excludes it.

Allusion has been made to a case decided in this court with regard to the concession of a beach lot. It has no bearing on this case, for it did not interfere with the navigation, so the question did not come up in this way. Besides there was a direct concession by the Crown, the validity of which no one questions. Again in *Bell & The Corporation of Quebec* (7 Q. L. R. 103) the Privy Council held with the two courts here that the St. Charles was not navigable at Bell's property. It was not held by the Privy Council that a proprietor whose land was cut off from navigable waters had no remedy. So far as the decision goes it implies a directly contrary doctrine. The reference in that case to what had been said in the previous case of *Drummond & The Mayor et al. of Montreal* (22 L. C. J. 1) was merely an intimation that what had then been said might not be the last word on the subject. And so it has been considered by this court in dealing with two cases, *Grenier & The Corporation of Montreal* (3 Leg. News, 51) and *Morrison & The Corporation of Montreal* (4 Leg. News, 25).

I may also add that the opinion of Laurent quoted in the appellant's factum is not called in question. It has no application so far as I can see. No one doubts the right of the Crown to improve the navigation of coasts and rivers; and that the person who suffers incidentally by such operations has no remedy.

Appellant is quite right in saying that the Privy Council held in the cases of *Jones* (4 R. L. 76) and *Drummond* (22 L. C. J. 1) that damages of that kind must be decided by arbitration. This court has found itself under the necessity of passing over the rulings in these two cases, in the cases of *Grenier* and of *Morrison*. To adopt the doctrine, that where arbitration is given as the mode of estimating damages, without express words taking away the ordinary jurisdiction of the courts, the ordinary jurisdiction is abolished, would be to reverse the whole jurisprudence of the courts. Besides, in a case like this, no remedy would be left to the injured person, for the railway tendered nothing and denies all liability. How were respondents to provoke an arbitration? The statute gives no procedure for so doing.

It is hardly contended that the damages are too great if there be liability.

I am to confirm.

DORION, C.J. Ces quatre appels proviennent de deux jugements rendus sur actions en dommages intentées par A. Pion & Cie. et A. Picard contre la Compagnie du Chemin de Fer du Nord.

La Compagnie se plaint qu'elle a été injustement condamnée à payer à A. Pion & Cie. une somme de $5,500 de dommages et à A. Picard une somme de $1,500.

Pion & Cie. et Picard par leurs contre-appels se plaignent que la Cour de première instance ne leur a pas accordé des dommages suffisants pour les indemniser des pertes qu'ils ont souffertes par la construction du chemin de fer.

A. Pion & Cie. sont propriétaires d'un mégisserie ou établissement sur les bords de la rivière St. Charles où l'on donne aux peaux, surtout aux peaux de moutons, la préparation nécessaire pour en faire du cuir auquel on donne le nom de "kid." Picard possède au même endroit un moulin à scie. Les propriétés de A. Pion & Cie. et de Picard aboutissent à la rivière St. Charles, c'est-à-dire à ligne des hautes eaux de cette rivière, et l'endroit a été choisi par eux comme offrant de grands avantages pour l'espèce d'industrie que chacun d'eux y exerce.

En 1882 la Législature de Québec (44 et 45 Vic. ch. 20) a autorisé la Compagnie du Chemin de Fer du Nord à construire son chemin de fer le long de la rive sud de la rivière St. Charles. La Compagnie s'est prévalu de

cet Acte et a construit sa voie ferrée sur cette partie de la rive qui se trouve entre la haute et la basse marée, vis-à-vis des établissements de Pion & Cie. et de Picard, mais sans toucher à leurs propriétés.

Pion & Cie. et Picard, prétendant que la construction du chemin de fer leur ôtait l'accès à la rivière dont ils jouissaient auparavant et qui était nécessaire pour l'exercice de leurs industries, ont porté chacun une action contre la Compagnie du Chemin de Fer pour être indemnisé de la perte qu'ils éprouvaient par la construction du chemin à l'endroit où il a été placé.

La preuve fait voir que les propriétés de Pion & Cie. et de Picard sont détériorées par le chemin de fer à un tel point qu'elles sont devenues impropres aux usages auxquels ils les employaient auparavant.

Nul doute quant aux dommages, mais la Compagnie est-elle responsable de ces dommages? Telle est la question que nous avons à juger et que la Cour de première instance a résolue dans l'affirmative.

Les deux causes étant identiques, nos observations s'appliquent également aux deux.

Les demandeurs ne se plaignent pas que l'on ait pris pour la construction du chemin de fer aucune partie de leurs propriétés ni des matériaux qui s'y trouvaient, pour lesquels ils auraient le droit de demander une indemnité à être déterminé à l'amiable ou par arbitres conformément aux dispositions de l'Acte des chemins de fer de 1880.

Ils exercent leur action d'après les règles ordinaires du droit civil, et en cela ils admettent qu'ils n'ont aucun recours en vertu des dispositions spéciales de l'Acte des chemins de fer. Comme nous l'avons déjà dit, ils réclament des dommages pour avoir été privés de l'usage de la grève et de l'accès qu'ils avaient à la rivière. Mais cette grève, comme toutes les terres non concédées, fait partie du domaine public et appartient à la Couronne. L'usage que les demandeurs avaient de s'en servir pour aller à la rivière n'est ni un droit de propriété, ni même un droit de servitude; c'est un simple droit de tolérance que les demandeurs pouvaient exercer comme tous les autres habitants du pays tant que la Couronne, propriétaire de cette grève, ne lui avait pas donné une autre destination, soit en la concédant, ce qu'elle avait indubitablement le droit de faire, comme elle l'a déjà fait dans une grande partie du port de Québec et ailleurs (cela a été décidé dans *Motz & Carrier* et dans *Normand & La Compagnie de Navigation du St. Laurent*, ou en la plaçant en fidéi-commis sous le contrôle des Commissaires du Havre pour des fins d'utilité publique. Les Commissaires du Havre pouvaient y ériger des quais et des constructions, y permettre l'établissement de routes et de chemins de fer si cela était dans l'intérêt du fidéi-commis dont ils étaient chargés, comme tout autre propriétaire de la grève aurait pu le faire. En le fesant, ils ne faisaient qu'exercer leur droit de propriété, et quelque dommage qu'il en soit résulté pour les demandeurs ils n'en étaient pas tenus. De même la Compagnie du Chemin de Fer du Nord qui a construit la partie du chemin dont il est question, en vertu de l'autorité que lui a conférée la Législature et qui, en vertu des Actes de chemins de fer tant de la Puissance que de la Province de Québec, avait le droit de se servir des grèves, avait le droit d'y faire les travaux qu'elle y a faits.

Les demandeurs ont allégué que les Commissaires du Havre avaient permis à la Compagnie de faire le chemin en cet endroit, mais s'ils ne l'ont pas permis ils l'ont toléré, et eux seuls et non les demandeurs peuvent se plaindre de l'empiétation que la Compagnie du chemin de fer a pu commettre.

Sourdat, Traité de la Responsabilité, t. 1, p. 426, No. 425, cite un passage du Cours du droit administratif de Cotelle qui met en relief les vrais principes sur cette matière, le voici:—

"Ce qu'un voisin peut perdre par le parti que je tirerai de ma chose ne me concerne pas, si je ne dénature pas matériellement son fonds, si je n'y exerce aucune action subversive par des éboulements de terre, par l'issue donnée aux eaux souterraines, etc.; si l'effet nuisible qui en résultera est simplement privatif de certains avantages qui n'étaient que des conséquences accessoires du voisinage et de la manière dont j'userai de ma chose; dans ce cas, je ne puis être tenu de respecter les jouissances du voisin à mon propre préjudice, lorsque ce tiers n'a aucun droit contre

moi. Ce sont là les conséquences indirectes de l'usage d'un droit propre qui n'entraîne pas de responsabilité pour celui qui se borne à jouir de sa chose."

Et Sourdat ajoute:

"Ainsi en élevant un mur sur mon terrain, j'offusque la vue d'une maison qui avait devant elle un libre espace et un beau jour; ou bien, je projette une ombre nuisible sur le jardin de mon voisin, qui, par ce fait devient humide et moins propre à la culture. C'est un préjudice dont je ne suis pas obligé de le dédommager."

Le même auteur, p. 429, No. 427, dit encore:

"Les progrès de l'industrie, le développement des relations commerciales ou autres, entre les diverses fractions du territoire, obligent l'Etat a ouvrir fréquemment des voies de communications nouvelles plus directes ou plus rapides, chemins de fer, routes, canaux, ponts... Ces travaux peuvent causer un préjudice très grave aux compagnies concessionnaires des anciennes voies publiques, *ou à des particuliers qui ont créé des établissements se rattachant à leur existence.* Dans le cas où une voie nouvelle est établie, les parties lésées peuvent-elles réclamer des indemnités? Le Conseil d'Etat a décidé négativement, 'quand il n'existait aucune stipulation spéciale dans les actes déterminant les droits des compagnies.'"

No. 428. De même, quand une "route vient à être supprimée, les aubergistes et autres commerçants et tous les propriétaires qui étaient venus s'y établir et construire sur ses limites, éprouvent un préjudice; mais l'Etat ne leur doit aucune indemnité, car il ne leur doit aucune garantie, quand il agit dans les limites de son droit."

Cet auteur, après avoir établi que les dommages indirects ne donnent jamais droit à une indemnité, se fait cette question, au No. 437 de son ouvrage:

"Maintenant, quand y aura-t-il dommage indirect insusceptible de servir de base à une demande en indemnité? C'est d'abord (dit-il) quand il n'y aura d'atteinte portée qu'à de pures facultés ouvertes à tous d'une manière générale à la différence des droits proprement dits que la loi établit, reconnaît et garantit. Les premières ne sont garanties positivement à personne, tel est l'usage des voies publiques; tant qu'elles subsistent, chacun a le droit d'en jouir, d'en tirer tout l'avantage que cet usage, conforme aux lois et aux règlements, peut procurer. Leur abandon, leur suppression ne peut donner lieu à des réclamations fondées. C'est ce que nous avons déjà dit Nos. 427 et 428. Les industries de tout genre qui souffrent en pareil cas, celles des aubergistes, des voituriers, bateliers, peuvent être paralysées, détruites, sans qu'on leur doive une indemnité."

Nous pourrions multiplier à l'infini les citations pour établir que ces règles sont d'une application journalière et que tout ce que l'Etat ou un particulier ont le droit de faire, ils n'encourent aucune responsabilité en le faisant.

Les demandeurs n'avaient que la faculté de passer sur la grève pour communiquer à la rivière, comme tous les autres citoyens, et n'avaient aucun titre qui leur conférait un droit spécial de le faire.

L'autorité législative, en conférant à la Compagnie défenderesse le droit d'y construire un chemin de fer a restreint cette faculté, est-ce à dire que les demandeurs, leurs voisins et tous ceux qui, par cette construction, ont été privés de quelqu'avantage, auront une réclamation pour dommages soit contre la Compagnie ou contre la Couronne qui a autorisé les travaux? Cela est impossible.

Les causes de *Jones & Stanstead, Shefford & Chambly Ry. Co.* (16 L.C.J. 157), de *Drummond & Le Maire, etc. de Montréal* (22 L. C. J. 1), de *Bell & La Corp. de Québec* (7 Q. L. R. 103), et de *Molson & Starnes* (M. L. R., 1 Q. B. 425), qui ont éte citées à l'Audience, ne se présentaient pas sous les mêmes circonstances que celles-ci, et les décisions qu'elles ont provoquées ne sont guère applicables aux causes actuelles; néanmoins il est remarquable, que dans toutes ces causes, l'on a refusé aux propriétaires riverains l'indemnité qu'ils réclamaient pour dommages causés par des travaux faits en dehors de leur propriété, et que dans celle de *Molson & Starnes* il a été jugé que l'appelant Molson, qui réclamaient des dommages spéciaux pour avoir été privé par la construction d'un chemin de fer, de l'accès qu'il avait au fleuve St. Laurent, n'avait pas, pour cela, droit à une indemnité différente

ou distincte de celle qui lui avait été accordée pour la partie de sa propriété dont il avait été dépossédé.

Les intimés ont reconnu qu'il n'y avait rien dans les Actes qui autorisent à construire les chemins de fer du Nord, ni dans l'Acte des chemins de fer, qui les autorise à réclamer une indemnité pour les dommages qu'ils prétendent avoir éprouvés, et ils ont porté une action ordinaire, en se fondant sur les dispositions des arts. 407, 1053 et 1054 du Code Civil. La majorité de la Cour est d'opinion que ces articles ne sont pas applicables à l'espèce actuelle, et qu'il n'y a aucune loi qui soumette la Compagnie appelante à payer les dommages que la Cour de première instance a accordés aux intimés.

Quant à la prétention des intimés que la grève vis-à-vis leurs propriétés était destinée à favoriser la navigation et qu'elle ne pouvait être appropriée à d'autres objets, elle n'est pas fondée. Cette question s'est présentée à la Louisiane relativement aux batures et jetées qui bordent le Mississippi à la Nouvelle-Orléans, et la Cour Suprême de cet Etat, après quelques hésitations, a jugé, sous des circonstances beaucoup plus favorables aux prétentions des intimés qu'elles ne le sont dans les causes actuelles, que ces batures et jetées pouvaient être appropriées par la législature pour y construire la voie et les gares d'un chemin de fer (26 La. An. Rep. 517).

Le jugement de la Cour de première instance est infirmé et les actions des intimés renvoyées avec dépens.

Judgment reversed, Ramsay, J., *diss.*

Languedoc, for the appellant.

Montambault, Langelier & Langelier, for the respondents.

CIRCUIT COURT.

MONTREAL, June 30, 1886.

Before GILL, J.

KENWOOD v. RODDEN, and THE CITY OF MONTREAL, T.S.

Execution—Exemption—Salary—Transfer—C. C. 558.

HELD:—1. *That a transfer by the defendant of his salary in advance has no effect as regards a creditor not consenting to such transfer and not profiting thereby.*

2. *That art.* 558, § 5, *C. C. P., exempting from seizure "wages and salaries not yet due," refers to salary not earned at the time of seizure, and does not exempt such portion of the month's or week's salary as has been actually earned at the time the attachment is served, though not exigible by the defendant from the garnishee until the end of the month or week.*

The following is the judgment of the Court:

"Attendu que le prétendu acte de fidéicommis par lequel le défendeur, R. J. Rodden, aurait cédé son salaire à l'avance au bénéfice de ses créanciers aux fidéi-commissaires de son choix y nommés, ne saurait avoir aucun effet à l'encontre de créanciers légitimes qui n'y ont pas acquiescé; que le dit acte ne paraît pas d'ailleurs avoir été suivi de bonne foi, et si quelque créancier en a réellement profité, ce qui n'est pas démontré, le demandeur n'en a pas bénéficié, déclare le dit acte non avenu et sans effet quant au demandeur en autant que créancier du jugement actuellement poursuivi;

"Attendu que par les "gages et salaires non échus" portés comme insaisissables en l'art. 558 du C. P. C., il faut entendre les gages et salaires à venir et non encore gagnés, et non pas ceux qui bien que payables seulement qu'à la fin du mois ou de la semaine, sont pour des services rendus jusqu'à ce jour et actuellement gagnés et dus au serviteur ou employé, quoique non encore exigibles;

"Attendu qu'au moment où la saisie-arrêt lui a été signifiée la cité de Montréal devait au défendeur, R. J. Rodden, un montant plus que suffisant pour couvrir le jugement en capital, intérêt et frais, étant la proportion du salaire d'un mois du 1er au 29 à $70 par mois;

"Condamne la dite tiers-saisie à payer au demandeur à l'acquit du défendeur, et à son propre acquit vis-à-vis le défendeur, la somme de $18.54 avec intérêt sur $9.79 du 28 juillet 1885 et les dépens, les dits dépens devant être supportés par le défendeur sur la saisie-arrêt jusqu'à contestation de la déclaration de la tiers-saisie et par la dite tiers-saisie depuis, et y compris la dite contestation, distraits aux procureurs du demandeur."

Downie & Lanctot for the plaintiff.

Lebourveau for the defendant.

Rouer Roy, Q. C., for the tiers-saisie.

NOTE.—The learned judge, in rendering

judgment intimated that he had conferred with several of his colleagues (mentioning Jetté, Bourgeois and Mathieu, JJ.), and that they agreed with this construction of art. 558.

SUPREME COURT OF PENNSYLVANIA.

April 26, 1886.

BENTLEY v. LAMB.

Contract — Consideration — Moral obligation — Express promise.

A. gave to B., who had been employed by him for a number of years as sales-woman, a due-bill for $3,000, payable within one year after his death, and stating that it was for additional compensation for services rendered. A. died, and his executors, on suit being brought on the due-bill, set up want of consideration. A previous writing, also signed by the decedent, is in evidence, in which he recites that the plaintiff had been in his employment for twenty-three years as sales-lady; that she had been faithful in the discharge of her duty; and that he wished to give her additional compensation for her services; and in consideration of these facts he agrees that he will give her a due-bill for $3,000 to be paid by his executors within one year after his death. The decedent lived upward of two months after this paper was executed, and the plaintiff continued to render him service to the time of his death.

PER CURIAM. The due-bill was on a sufficient consideration. The writing not only recognizes, but declares that the due-bill shall be given as compensation for services rendered, additional compensation, it is true, but compensation nevertheless. To what it was additional we do not know. Whether it was additional to full or only partial compensation previously paid, is only a matter of conjecture. There is no inference of law that the previous compensation was in full, and the inference of fact would rather be that it was partial only, simply because the decedent himself so treats and declares it. Such a declaration is certainly some evidence that that was an obligation which the decedent regarded as binding upon him; and in consideration of his own sense of duty in the circumstances, no matter how it arose, he contracted with the plaintiff that he would give her a due-bill for the amount stated. In execution of this contract he did give her the due-bill in question upon which this suit is founded. If it be granted that the agreement to give the due-bill imposed no legal obligation, how can it be denied that it created at least a moral obligation to do so? The duty to perform a positive promise which is not contrary to law or to public policy, or obtained by fraud, imposition, undue influence, or mistake, is certainly an obligation in morals, and if so it is a sufficient consideration for an express promise. But in the due-bill the recital of the consideration of actual services rendered is repeated, and it is some proof that the services had been rendered, and had not been fully compensated. The decedent himself so admits and asserts, and it would be an unjust assumption in the law to infer the contrary in the face of such testimony. These features in the present case constitute a wide difference between it and the case cited for the plaintiff in error, in which it was either proved or properly assumed that the past consideration was entirely executed. Here there is, in the first place, a written agreement to give the due-bill, and the actual execution and delivery of the due-bill in performance of that agreement. There is in addition the undisputed declaration of the promise, or that both the agreement and due-bill were given as compensation for long and faithful services actually rendered by the plaintiff, and no distinct proof that those services had been fully paid for. In such circumstances we cannot say there was no evidence of any obligation, legal or moral, to give the due-bill in question; and such being the case, there being nothing else to impeach the right of recovery, the court below was right in directing a verdict for the plaintiff.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 26.

Judicial Abandonments.

Jacques Beaudoin, trader, St. Luc, June 18.

Curators Appointed.

Re Francois Allard.—A. A. Taillon, Sorel, curator, June 21.

Re William Burns, Rawdon, district of Joliette.—W. A. Caldwell, Montreal, curator, June 17.

Dividend Sheets.

Re Napoléon Fugère, Three Rivers.—Final div. payable July 14, Kent & Turcotte, Montreal, curator.

Re Gadoua & Frère—First and final div. payable July 13 at office of C. Desmarteau, Montreal. Patrick Grace, curator.

Re Joseph Pariseau.—First div. payable July 14, Kent & Turcotte, Montreal, curator.

Quebec Official Gazette, July 3.

Judicial Abandonments.

Hebert & Newton, Sweetsburg, district of Bedford, June 19.

Curators Appointed.

Re Edouard Hudon, St. Octave de Métis, H. A. Bedard, Quebec, curator, June 23.

Dividend Sheets.

Re Alphonse Decelles.—First and final div. payable June 21, J. O'Cain, St. Johns, curator.

Re M. C. Mullarky & Co.—Div. notice by D. L. Macdougall and S. C. Fatt, Montreal, curators.

Separation as to Property.

Dame Susanna Knight Munden vs. Stewart Munn, trader, Montreal, June 30.

Mary Perreault vs. Louis Isaie St. Cyr, trader, Nicolet, June 23.

GENERAL NOTES.

Women were first admitted to practice in Iowa, in 1869. The number of women, and their order of admission to the bar, in the States and Territories, are as follows: Iowa, 3; Missouri, 2; Michigan, 6; Utah, 1; District of Columbia, 3; Maine, 1; Ohio, 4; Illinois, 7; Wisconsin, 5; Indiana, 2; Kansas, 3; Minnesota, 1; California, 3; Connecticut, 1; Massachusetts, 1; Nebraska, 1; Washington Territory, 1; Pennsylvania, 1; New York, as far as known, 1.

The lawyers have played a very prominent part in the debate on the Home Rule Bill, the speeches of Sir Henry James and Mr. Finlay having made the most impression—the latter, indeed, being one of the most powerful delivered on either side. Mr. Finlay's development as a parliamentary debater was somewhat of a surprise even to his friends, who now predict for him a prominent place in any government formed by Lord Hartington.

The "Solicitor's Journal," referring to the observations of Mr. Grayhill in an address before the Liverpool Incorporated Law Society, says, "Is it or is it not the fact that the historian of the nineteenth century will have to record that there is an unwigged and unrobed judge, sitting somewhere in Mincing-lane, to whose arbitrament the keen mercantile men of the greatest city in the world commit, with the utmost confidence, their disputes, in despair at the slow process provided by the State?"

Mr. F. W. Bussell, writes to the *Times* from Magdalen college, Oxford:—"May I point out that the curious fortune of Alfonso XIII, the King of Spain, is not altogether without historic parallel? In the year 309 died Hormisdas II, King of Persia. Agathias tells the rest of the story very strangely, IV. 25. The Magi, having by some means discovered the sex of the future heir, the pregnant wife of the late king was solemnly crowned vicariously for her son. Fortunately for their lives, the surmise of the wise men turned out correct; and after a short time the young porphyrogenite, Sapor, was born. 'Thus he enjoyed an equal term of empire and life.' The story is also told by Gibbon."

Miss Kate Stoneman appeared on May 20 among the counsel at the sitting of the Supreme Court for the State of New York at Albany. She succeeded, in the teeth of vehement opposition, in obtaining the passing of an Act by the State Legislature rendering women capable of being admitted to practise in the Courts of Law in the State of New York, on passing the prescribed examinations. Miss Stoneman passed the examinations, but the judge refused to hear her, unless her diploma was signed by the State Governor. This she obtained with some difficulty, and then appeared before the same judge who had previously denied her audience. Miss Stoneman is thirty-five years old, and is described as not by any means bad looking, with keen, bright eyes. One of her brothers is Governor of the State of California.

THE MARRIED WOMEN'S PROPERTY ACT.

Every married woman now
Can get hold and dispose of
Every kind of property
That anybody knows of.

Can give by either deed or will,
As tho' she were unmarried;
Hindered by no husband, nor
By any trustee harried.

She can contract and always bind
With every facility,
Herself and separate estate
In equal liability.

So she can sue and sued be,
In contract and in tort, sir;
You need not join her husband,
As heretofore you ought, sir.

And any damages or costs
She haply may recover,
Are all her own, and not her mate's,
However much he love her.

And any damages and costs
Against her found whatever,
Her separate estate shall pay,
And her dear husband never.

So every contract shall be deemed
Her separate property binding,
Unless the contrary be shown
In judge or jury's finding.

Not only that which at the time
Of contract she possesses;
But also all that she may get
Or gain as time progresses.

And if she carry on a trade
Apart from lord and master,
She always may be bankrupt made,
Just like a man—(but faster!)

—*Journal of Jurisprudence* (Edinburgh).