The Legal News.

Vol. XI. DECEMBER 29, 1888. No. 52.

The report of a case—*McCormack* v. *Loiselle, & Caron*—almost unique, probably, in the books, for which we are indebted to Mr. Noyes, Q.C., appears in the present issue. It was therein held that a person discharging judicial functions, even in the humble capacity of a commissioner of small causes, must have a knowledge of at least two of the "three R,s." A judge who cannot read, or write his name, it is decided, cannot render a valid judgment. Local administrations, therefore, which delight in creating petty justices by the hundred, will need to revise their rolls, and see that they do not invest absolutely unlettered persons with functions which may at times assume considerable importance. There is something almost pathetic in the efforts of this functionary to make his record regular—even by tracing from a signature written by another, something which should serve for his own. The commissioner may console himself with the reflection that in different circumstances he might have been a Mansfield or a Jessel. He may be one of those of whom the poet Gray was thinking when he wrote,

> "But knowledge to their eyes her ample page
> Rich with the spoils of time, did ne'er unroll;
> Chill penury repress'd their noble rage,
> And froze the genial current of the soul."

It is a little singular that just after the excitement produced by a too confiding gentleman accepting as genuine one fictitious letter, Englishmen should have been so desperately eager to put confidence in another infinitely more suspicious. Lord Sackville got into trouble by acting on the impulse of a kindly gentleman, and replying to a correspondent who seemed to him to be honest and sincere. The facts stated in the Mahdi's letter had no evidence worthy of the name to support them; the motive for deception was very apparent; yet the very gentlemen who were most severe upon the British Minister, were foremost in urging Lord Salisbury to interfere with General Grenfell's plans, and obstruct what proved to be a brilliantly successful movement; and all on the ground that the statements of the letter should be assumed to be true.

The case of *Vital* v. *Tétrault*, M. L. R., 4 S. C. 204, is an interesting decision under the law of responsibility. It illustrates the difference between the English and the French law on the subject, and it also supplies what may be regarded as an extreme example of the far reaching rule contained in article 1055 of our Civil Code. A man is driving along the public road at a late hour in the evening, and he is also conducting two horses behind his vehicle. The led horses are held by a halter, the end of which passes to the seat of the plaintiff, who holds the rope round his hands. As the party pass a farm-house, two dogs, attracted perhaps by the peculiar sound made by three horses advancing in such a combination, dash out and bark furiously at the group. The led horses are excited by the attack, and the result is a sudden and a violent strain on the rope which holds them, and which becoming entangled around the man's thumbs, twists off part of each thumb, inflicting painful wounds and permanent mutilation. There was no evidence that the dogs were known to be vicious or dangerous; it is quite lawful for a farmer to keep dogs; and everybody knows that dogs are not restrained of their liberty by farm fences. The question was whether, in the circumstances, the injured person could recover from the owner of the dogs. It appears to have been conceded that in England the action could not be maintained. But the rule of art. 1055 of our Civil Code is extremely comprehensive: "The owner of an animal is responsible for the damage caused by it, whether it be under his own care, or under that of his servants, or have strayed or escaped from it." It is difficult to evade liability under a rule so sweeping in its terms as this, once the cause of the damage is proved. The defendant; therefore, has been condemned. It may be remarked, however, that it appears from *Rock* v. *Denis*, M. L. R., 4 S. C. 134, that if the noise, instead of resulting in injury to the plaintiff's thumbs, had frightened a woman

sitting beside him, so as to produce a miscarriage, no action could have been maintained.

By a proclamation, dated Dec. 19, and published in the *Quebec Official Gazette* of Dec. 22, it is declared that the Revised Statutes of the Province of Quebec shall come into force January 1st. Lists are annexed of the Acts passed in the sessions of 50 Vict. and 51-52 Vict. which have been incorporated in the roll of Revised Statutes.

Mr. Justice Stephen made almost an all-night sitting at the Devon Assizes, Dec. 7, 8. On Dec. 7, being due at Bristol on the following day, the Judge decided to make an effort to finish the Devonshire list. At eleven o'clock at night, however, a burglary case had still to be tried, and the Judge put it to the jury whether they would proceed or meet again next morning. The majority were in favor of going on. Some who wished to get away, were released, and others took their places. The case was concluded at two o'clock in the morning of the next day, the session of the Court having lasted sixteen hours. Mr. Justice Stephen left Exeter at 10.30 a.m. the same day.

THE LATE MR. JUSTICE BADGLEY.

On Christmas Eve, at Montreal, passed away the Hon. Mr. Justice Badgley, at the venerable age of 87. The same year has witnessed the demise of Justices Monk and Badgley who during many years occupied seats on the same bench of the Superior Court, and afterwards in the Court of Appeal. Mr. Badgley was a member of the Sherwood-Badgley administration formed in 1847. During a long judicial career, he was distinguished for astuteness, industry, and learning, and the many opinions which he prepared, more especially in commercial causes, remain to bear witness to his high qualifications for judicial office. The infirmity of hearing, under which he labored during the greater part of his lifetime, finally compelled his withdrawal from the bench in 1874. He retired with great reluctance, as he felt himself otherwise fully qualified to continue the discharge of his duties. After his resignation, finding the unwonted leisure becoming irksome, he opened an office as consulting counsel, and gave opinions in a number of cases. For a year or two past, however, his health has declined, and he has been compelled to relinquish all work. In private, Mr. Justice Badgley was a gentleman of courteous and affectionate disposition. He had literary tastes, and was conversant with a large range of authors. He also found some amusement and relaxation in botanical pursuits and the collection of ferns and other plants.

CIRCUIT COURT.

HULL, (County of Ottawa), Oct. 22, 1888.

Before WURTELE, J.

THE CANADIAN PACIFIC RAILWAY COMPANY, Appellant, v. THE CORPORATION OF THE CITY OF HULL, Respondent.

Railway Company—Return showing value of land—When not contested, to be followed by valuators—Appeal.

HELD:—1. *That railway companies, whose railways pass through municipalities governed by the Municipal Code, or by Town Corporation general clauses Act, should yearly, in the month of May, transmit to the Municipal Council a return showing the value of the land occupied by the road, according to the average value of agricultural land in the locality and the actual value of their other real estate.*

2. *That such return may be contested by a suit before the Superior Court.*

3. *That when it is not contested, the valuators of the municipality must value the real estate of the railway company, according to the value specified in such return.*

4. *That when such return has not been transmitted, the valuators are bound, in making the valuation of the land occupied by the road, to value it according to the value of land used in the vicinity simply for agricultural purposes, without including in the valuation the value of the superstructure.*

5. *That in the event of the valuators failing to conform to these provisions, a railway company may complain of the valuation made*

by them, to the municipal council, and has an appeal from the decision of the council upon its complaint to the Circuit Court.

PER CURIAM.—The Canadian Pacific Railway passes through the municipality of the city of Hull, and on the 29th May last, the secretary of the company transmitted to the office of the city council the return required by Article 720 of the Municipal Code, stating the value of the real estate of the company within the municipality to be $11,000. Attached to this return and forming part of it, were: first, a detailed statement showing the value of the land occupied by the road, according to the basis of the adjoining lands, to be $8,394, and the actual value of the station and other buildings to be $2,500, making in all $10,894; and secondly, the affidavit of Mr. Snow, a land surveyor, certifying that the statement had been based for the land on the value given to the adjoining lands by the valuation-roll of 1887, and that it was correct.

The valuators, in making the valuation of the company's real estate this year, ignored this return, and valued it in block at $44,720. The company complained to the city council of this valuation, and the complaint was rejected. It was, however, agreed, to save the costs of an appeal, that the matter should be referred, in a summary manner, to the Circuit Court, sitting in Hull, and that the decision would avail as if an appeal had been brought.

The reference was duly made; and at the hearing it was proved, that the value of the land occupied by the road, on the basis of the valuation of the adjoining farms in the valuation-roll for the current year, was $7,429.25, and that the actual value of the station and other buildings was $2,483.00, making in all $9,912.25.

It was contended by the city that the return was irregular and invalid, as it was based on the valuation-roll of 1887, and that the valuators were not bound to accept it; and that they had, under Article 722 of the Municipal Code, validly made the valuation of the company's property in the same manner as that of any other rate-payer. The company contended that the return was sufficient, and, if it were not, that the valuators were bound at all events, in proceeding under Article 722, to value its land at the average value of agricultural land in the locality.

Section 237 of the Act of incorporation, (38 Vict., ch. 79,) provides that: In all cases where the charter of the city of Hull is silent, the provisions of the Municipal Code shall apply. Under this provision Articles 720, 721 and 722 apply to the city. The first of these Articles provides that railway companies shall yearly transmit, in the month of May, to the office of the council of each municipality in which they possess real estate, a return showing the value of the land occupied by the road, according to the average value of agricultural land in the locality, and the actual value of their other real estate. The other Articles are as follows:

"721. The valuators, in making the valuation " of the taxable property in the municipality, " must value the real estate of such company, " according to the value specified in the re- " turn given by the company.

" 722. If such return has not been trans- " mitted in the time prescribed, the valuation " of all the immovable property belonging to " the company is made in the same manner " as that of any other rate-payer."

If a return so transmitted should be erroneous, it should be contested by the municipal corporation by a suit before the Superior Court, and the Court, under the controlling power conferred on it over all corporations by section four of chapter 78 of the C. S. L. C., would give such order as to right and justice might appertain; but unless a return be so contested, the valuators are bound to accept the value specified in it. In the present case no such proceeding was taken.

When no return has been transmitted, or when a return has been set aside, how should the land occupied by the road of a company be valued under the provisions of Article 722? The city says that the valuators should take its actual value, including the value of the superstructure, while the company says that they should value it only as agricultural land, without including the superstructure.

The question has been decided by our highest Court, the Supreme Court of Canada, in the case of the *Central Vermont Railway Company & The Town of St. Johns*, reported at page 288 of volume 14 of its reports.

By a provision of the charter of that town, sections 326 and 327 of the Town Corporation General Clauses Act apply to it as if they had been embodied in the charter; and these two sections are identical with Articles 720, 721 and 722 of the Municipal Code. The Supreme Court decided that what was taxable under section 326, which is identical with Article 720, was the land occupied by the road without the superstructure, and that when no return was made, the valuators could only include in the valuation-roll the valuation of the taxable property of the company, that is, the mere land estimated as agricultural land, minus the rails and ties or superstructure. The reasons given for this judgment appear to me to be irrefutable; but, at all events, I am bound by the decision, and I must declare that the valuators acted illegally in valuing the track otherwise than on the basis of the adjoining farms.

As regards the manner in which the value was established in the return, I do not think that it can be objected to, as the valuation-roll of the previous year, which had been made only nine or ten months before, certainly furnished the latest data which could be conveniently procured; and as a matter of fact, the value thus obtained was higher than if the valuations of the present year had been taken as a basis.

Under the provisions of both the Municipal Code and the Town Corporation General Clauses Act, any person wronged by the valuation-roll may demand a revision by the Council, and may appeal from the decision of the Council to the Circuit Court. As regards the city of Hull, the right of revision is given by section 68 of the charter, and the right of appeal by section 9 of the Act 39 Vic. ch. 49, which amends the charter. The property of the Company having been valued at more than the sum specified in its return, and therefore too high, it was wronged by the valuation-roll, and had the right to demand a revision and to appeal from the decision of the council on its complaint.

The company might have waited until it was attempted to levy an assessment on the illegal valuation, and have then proceeded by injunction, under the statute 41 Vict., ch. 14, to restrain the city from collecting it, as the judgment of the Supreme Court, in the case above mentioned, declared such a proceeding to be an appropriate remedy. In such case the city would have lost its assessment for the current year; but the company appears not to have wished to avoid its legal responsibility for taxes, and therefore adopted the other course which the law allowed to it.

I am of opinion that the valuation-roll should be amended, and I maintain the appeal and order the valuation of the company's real estate to be reduced to $11,000, being the value specified in its return.

The judgment is entered as follows:—

"I, the Honourable Jonathan S.C. Würtele, one of the Judges of the Superior Court, now holding the Circuit Court in and for the county of Ottawa in the said city of Hull, after having heard the Canadian Pacific Railway Company by its counsel, the Honorable R.W. Scott, Q. C., and the Corporation of the city of Hull by the Mayor of the said city, A. Rochon, Esquire, having examined the reference and the documents produced therewith, and having deliberated;

"Seeing that the said company complained to the council of the said city of the valuation made by the assessors of its real estate in the municipality of the said city, and inserted by them in the valuation-roll for the present year, and that the said council rejected the said complaint and maintained the valuation made by the assessors;

"Seeing that the reference in this matter to me, the undersigned judge, was made to serve and avail as an appeal to the Circuit Court from the said decision of the said council under section 9 of the statute 39 Vict., ch. 49, amending the charter of the said city;

"Seeing that the said railway company transmitted to the office of the council of the said city, in the month of May last, (1888,) the return required by Article 720 of the Municipal Code;

"Considering that the exception taken to the statement forming part of the said return and shewing the details of the real estate of the said railway company and the average agricultural value of each part of the land occupied by the road and the real value of its buildings, because the value is based on the

valuation-roll of last year, is unfounded, inasmuch as the said valuation-roll contained the most recent data to which reference could be made;

"Considering that under and in virtue of section 237 of the statute incorporating the city of Hull, 38 Vict. ch. 79, Articles 720, 721 and 722 of the Municipal Code, apply to the corporation of the said city of Hull;

"Considering that the assessors were bound under the provisions of the said Articles to value the real estate of the said railway company according to the value specified in the said return, and that, if the council of the said city had reason to object to the value therein given, the corporation of the city should have taken proceedings in the Superior Court to have the same amended, should need be, under the controlling power of the said Court over all corporations;

"Seeing that the assessors instead of valuing the real estate of the said railway company at the sum of $11,000 mentioned and specified in the said return, valued it at the sum of $44,740;

"Considering that the valuation made by the assessors of the real estate of the said railway company is erroneous and illegal, and is in excess of what it should be;

"Considering, moreover, that even if the said railway company had not produced the said return, the assessors were bound, under the jurisprudence established by the Supreme Court of Canada, by the judgment rendered on the 20th day of June, 1887, in the case of the *Central Vermont Railway Company & The Town of St. Johns*, to assess the value of the land occupied by the road according to the average value of agricultural land in the locality, and the other real estate at its actual value;

"Seeing that it has been established that by taking the actual value of the railway company's buildings, and by estimating the agricultural value of the land occupied by its road on the valuation of the adjoining land contained in the valuation-roll of this year, the valuation of the said railway company's real estate should have been placed at $9,912.25;

"Considering that on an appeal against the valuation made by the said assessors and against the decision of the council maintaining the same, the Circuit Court would have had power to reduce the said valuation to the last mentioned sum, but considering that in the present case, a return was duly produced placing the value of the railway company's real estate at $11,000, which has not been contested, and that under the circumstances, the said sum of $11,000 is the one at which the assessors should have valued the real estate of the said railway company;

"Considering that the said valuation-roll should be amended in this particular:

"Do reduce the valuation of the real estate of the said railway company situate in the municipality of the city of Hull, from the sum of $44,740 to the sum of $11,000, and do order the secretary-treasurer of the council of the city of Hull to annex a copy of this judgment to the valuation-roll of the said city for the present year, and to enter the amendment hereby made upon the said valuation-roll, and to certify the entry thereof under his signature."

Hon. R. W. Scott, Q. C., for appellant.
Alfred Rochon, for respondent.

CIRCUIT COURT.

WATERLOO, (Shefford County) Nov. 28, 1888.

Before TAIT, J.

MCCORMACK v. LOISELLE, & CARON.

Qualifications for office of Commissioner of small Causes—Inability to read or write a radical incapacity.

HELD:—*That a Judgment rendered by a Commissioner for the trial of small causes, who can neither read nor write, is null.*

PER CURIAM:—In this case a writ of *certiorari* issued upon an affidavit setting forth, among other things, that the Commissioner who rendered the judgment did not know how to write. As his signature did not appear, either upon the return made to the writ or upon any of the documents, the Court by an interlocutory judgment ordered that the record should be returned to the Court below in order that the Commissioner should either sign the return, or declare whether his inability to do so arose from lack of knowledge or from physical causes.

The record came back with a signature

purporting to be the genuine signature of the Commissioner, but the petitioner filed an affidavit by Mr. Slack, Deputy Clerk of this Court, to the effect that he had personally taken the record to have the interlocutory judgment carried out, and that the signature attached to the return was not the signature *raisonnée* of the Commissioner, but a mere mechanical effort, as it had been made by copying a tracing of his signature furnished him by another person.

A motion was afterwards made, based upon this affidavit, that a rule should issue, requiring the Commissioner to appear in Court, and declare whether he could read and write at the time he rendered the judgment.

This motion was granted, and in obedience to the rule, the Commissioner appeared and deposed as follows:—"Quand j'ai rendu le "jugement en question, je ne savais ni lire "ni écrire, mais un homme de loi m'a fait "un exemple de ma signature et m'a dit que "je pouvais signer de même et que c'etait "suffisant. C'est comme ça que j'ai signé le "rapport qui a été transmis à cette cour, "mais si j'avais su que tel rapport dut être "envoyé devant cette cour, je ne l'aurais pas "signé."

I cannot understand how a Commissioner can make himself acquainted with the nature and extent of his functions, or properly perform the same, unless he can read and write.

His signature is required at the outset to an oath to well and truly perform his duties, and it is only necessary to glance at the law, to see how essential it is that he should be able to read and write. He is required to sign writs of summons (Art. 1195), and surely he should be able to read what he signs. How can a Judge perform his functions who cannot read what the plaintiff's claim is, or the writ of the Court issued to enforce it, or the defence made to it? How can he take communication of recusations, which must be in writing (Art. 1186), or affidavits for attachments before judgment (Art. 1191), or sign orders for the execution of attachments beyond the limits of the judicial district (Art. 1192), or read his own judgments, or the report he has to make to the Circuit Court in cases like the present?

It is true that a Commissioner has only to decide according to equity and to the best of his ability; but it could never have been intended that he should have to depend on others for information as to the contents of documents coming before him, or to have his signature traced for him, when necessary to be affixed to them.

In my opinion it is essential that a Commissioner shall know how to read and write, and that the absence of such knowledge is a radical incapacity rendering null any judgment by him. The Court must therefore set aside and annul the judgment rendered by the Commissioner Caron of the 4th May, 1885 with costs against respondent.

Simard & Jacques for Petitioner.

C. A. Nutting for Respondent.

(J. P. N.)

*COURT OF QUEEN'S BENCH—MONTREAL.**

M. P. & B. Railway Co.—Quorum of Directors — Declaration of garnishee — Fraud — Motion in appeal for leave to make new declaration.

Held:—1. Where the quorum of directors of a railway company was fixed at three, by a special statutory provision, and the company was subsequently amalgamated with another company, and it was provided by the Act of Amalgamation that the Board of Directors of the amalgamated company should not be less than five nor more than seven directors (without expressly changing or regulating the quorum), that the original provision, making three directors a quorum, continued in force.

2. In determining whether a declaration was made by a garnishee fraudulently and collusively, the principle applicable is, that it is only when an act operates a prejudice to legal rights that the motive can be questioned, and it is only a party who has been prejudiced that is entitled to complain. The facilitating of legal remedies by a debtor in favor of his creditors does not amount to fraudulent collusion. And in the present case there was sufficient evidence of the indebtedness declared by the garnishee,

* To appear in Montreal Law Reports, 4 Q. B.

apart from the existence or validity of the lease referred to in the case.

3. Where the contestation by intervenants of a garnishee's declaration has been dismissed, and the judgment dismissing it has been appealed from, the Court of Appeal will not entertain an application by the garnishee to be permitted to set aside the former declaration and make a new one.—*Fairbanks & O'Halloran, & The Montreal, Portland & Boston Ry. Co, T. S.*, Dorion, Ch. J., Tessier, Cross, Baby, JJ., March 26, 1888.

Offer to sell—Acceptance—Lapse of time.

The respondent, on the 28th July, by a writing, offered certain property to the appellant for $50,000; $8,000 of which to be paid cash on passing deed,—it being added, "this offer shall remain open to the 10th August next." The respondent sent a letter to the appellant on the 10th August stating that he accepted, but did not put the appellant *en demeure* to give him a deed, or make any tender.

Held, that it was incumbent on the appellant to put the respondent *en demeure* to pass a deed on or before the 10th August, and to tender the $8,000, and this not having been done, the offer or promise of sale became ineffective by lapse of the time specified.—*Munro & Dufresne*, Dorion, Ch. J., Monk, Ramsay, Sanborn, Tessier, JJ., Sept. 22, 1876.

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*SUPERIOR COURT—MONTREAL.**

Lessor and lessee—Repairs—When lessee may make repairs without judicial authority—Art. 1641, C.C.

HELD:—Where the lessor undertakes by the lease to put the premises in good tenantable condition, and he neglects to do so,—that the lessee may, after putting the lessor in default, make such repairs as are urgently needed for the safety and health of the occupants, without first having obtained judicial authority; and may recover the cost of the same from the lessor.—*McCaw* v. *Barrington*, Davidson, J., Nov. 12, 1888.

Injunction against nuisance—Action en dénonciation de nouvel œuvre—Joinder of Plantiffs.

HELD:—1. That the action *en dénonciation de nouvel œuvre* may be taken at any stage in the erection of the works complained of.

2. That the provisional injunction or restraining order is assimilated to the writ of mandamus, and exists in our law in cases other than those specified in the Act 41 Vict., cap. 14, (Q).

3. That the joint interest of plaintiffs is matter of proof.—*Crawford et al.* v. *The Protestant Hospital for the Insane*, Loranger, J., Oct. 30, 1888.

Libel in pleadings — Justification — Probable cause—Counsel's opinion—Evidence of attorney of record.

Held:—1. That libels in pleadings are actionable, when the allegations complained of are false, or made without probable cause.

2. That malice is inferred by law from the nature and the falsity of such accusations.

3. That an unproved plea of justification constitutes an aggravation of the libel.

4. That executors are personally liable for libels published by them in their said quality.

5. That the mere fact of having taken counsel's opinion, apart from any other circumstances, does not excuse a party making libellous allegations in pleadings.

6. That the attorney of record is only allowed to offer his testimony in favour of his client under exceptional circumstances; and that the introduction of the evidence of the defendants' attorney as to a private conversation between himself and the plaintiff, was under the circumstances improper, and such testimony would be rejected by the Court.—*Rielle* v. *Benning et al.*, Taschereau, J., Nov. 10, 1888.

Surety—Cash security—Deposit receipt held by Government—Failure of Bank—Responsibility.

The plaintiff agreed to put up a cash security of $15,000 to the Government of Canada for the performance of a contract by the defendants, which security was to remain in the hands of the Government until the contract should be fulfilled; and the defendants were to pay to the appellant $2,000 per annum until the security should be released. By arrangement with the Exchange

* To appear in Montreal Law Reports, 4 S. C.

Bank, a deposit receipt for $15,000 in the Bank was accepted by the Receiver-General, which sum was placed to his credit in the Exchange Bank, and remained under his control.

Held:—(Following *Gilman & Gilbert et al.*, M. L. R., 3 Q. B. 402), that the loss of the $15,000 by the failure of the bank, was a loss to be borne by the Government and not by the plaintiff, and that the plaintiff was entitled to recover the $2,000 per annum from the defendants, notwithstanding the tender back to him of the deposit receipt after the insolvency of the Bank; that the terms on which the plaintiff obtained the credit at the Exchange Bank were not material to the issue, the appellant having furnished what was accepted by the Government as equivalent to cash at the time it was given; that the amount being entered in the books of the Bank to the credit of the Receiver-General, the deposit thereby became a debt due by the Bank to the Receiver-General, and was at the risk of the Government.—*Gilman* v. *Gilbert et al.*, Davidson, J., April 3, 1888.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 22.

Judicial Abandonments.

Godefroi Caron, trader, Cap St. Ignace, Dec. 21.

Eugenie Bourget, doing business as Toussaint & Co., Quebec, Dec. 21.

Joseph Lamarche, Joliette, Dec. 12.

S. A. Merriman et al., Sherbrooke, Dec. 14.

H. E. Pelletier, trader, Ste. Louise (county of l'Islet), Dec. 21.

Louis Richard, Montmagny, Dec. 4.

Ross Bros., Shawville, Dec. 4.

Curators Appointed.

Re J. B. Brosseau, La Patrie.—Kent & Turcotte, Montreal, joint curator, Dec. 18.

Re Hould & frère.—Bilodeau & Renaud, Montreal, joint curator, Dec. 19.

Re Lavoie & frère.—Kent & Turcotte, Montreal, joint curator, Dec. 13.

Re Harris Myers.—John Young, Montreal, curator, Dec. 12.

Re L. F. Roy, trader, St. Félicien.—H. A. Bedard, Quebec, curator, Dec. 17.

Dividends.

Re Brodie Jamieson.—First dividend, payable Jan. 8, A. F. Riddell, Montreal, curator.

Court Terms altered.

Court of Queen's Bench, district of Kamouraska, to begin May 6 and Nov. 10 each year.

Circuit Court, county of Temiscouata, at l'Isle Verte, to be held from 11th to 13th February, June and October, each year.

Court of Queen's Bench, district of Chicoutimi, to begin Jan. 16 each year.

Superior Court, district of Chicoutimi, to be held from Jan. 17 to 21 each year.

Circuit Court, district of Chicoutimi, to be held Jan. 14 and 15 each year.

Circuit court, county of Chicoutimi, at Hebertville, to be held Jan. 9 and 10 each year.

GENERAL NOTES.

SIR BARNES PEACOCK.—On November 30, in the House of Commons, Mr. W. R. Smith, in answer to Mr. Kimber, said that Sir Barnes Peacock was, under medical advice, going abroad, and was not expected back till the end of May. The difficulty of maintaining the simultaneous sittings of the House of Lords and Judicial Committee had been increased by Sir Barnes Peacock's absence; but it was hoped, with the aid of the other members, that the sittings of the Judicial Committee might not be suspended. Sir Barnes Peacock receives a salary of 3,000*l.* a year and his pension of 2,000*l.* from Indian revenues during his absence. There were no rules applicable to cases of this kind, but it was fair to add that Sir Barnes Peacock had been very rarely absent from the Judicial Committee.

WOMEN EXCLUDED.—A test case with reference to women's rights has just been decided at Brussels. Mdlle. Popelin, who had completed her legal studies and successfully passed the examination, applied for admission to the bar. The judges decided adversely to her application, on the ground that the customs of the country do not permit women to practise before the courts.

JUDICIAL QUALIFICATIONS.—Of the late Lord Chancellor Westbury a London paper tells this story: "In his later life, when he was sitting regularly on the Judicial Committee of the Privy Council, he met ex-Chief Justice Erle and asked him why he did not attend. 'For three very good and sufficient reasons,' said Sir William Erle; 'because I am old, because I am deaf, and because I am stupid.' 'These are no impediments,' said Lord Westbury; '—— is very old, —— is very deaf, and —— is very stupid, and yet we four make an excellent court.'"

RIGHTS OF COOKS.—Miss Vincent undertook to cook for Major and Mrs. Fielden for "£17 a year and all found." Mrs. Fielden one day ventured into the kitchen, whereupon Miss Vincent said to her, "Go out of my kitchen. You are no lady to come into a servant's kitchen," and added other impertinences. The Major was out, but when he returned the cook was summarily sent about her business. Whereupon she summoned the Major for wages alleged to be due in lieu of notice, and explained her conduct to the Edmonton County Court judge by saying that she didn't want her mistress to come "makiug a muddle" in her kitchen! Miss Vincent lost her case.

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Notice—Where an act of apportionment has not been filed, as required by Art. 814, M.C., within 30 days after the coming into force of the *procès-verbal*, the work can only be executed under a resolution or order of the council. The road inspector is bound to give seven days' notice before convening a public meeting of those interested, to consider the proposed work. He has no right to change the mode indicated by the *procès-verbal* in which the work is to be done. The notices required by law of the making and filing of an act of apportionment cannot be proved by verbal evidence.... 162

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the road, according to the average value of agricultural land in the locality and the actual value of their other real estate. (2.) Such return may be contested by a suit before the Superior Court. (3.) When it is not contested, the valuators of the municipality must value the real estate of the railway company, according to the value specified in such return. (4.) When such return has not been transmitted, the valuators are bound, in making the valuation of the land occupied by the road, to value it according to the value of land used in the vicinity simply for agricultural purposes, without including in the valuation the value of the superstructure. (5.) In the event of the valuators failing to conform to these provisions, a railway company may complain of the valuation made by them, to the municipal council, and has an appeal from the decision of the council upon its complaint to the Circuit Court..... 410

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