The Legal News.

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COURT OF QUEEN'S BENCH.

The following bill has been introduced by the Attorney General, to amend the law respecting the Court of Queen's Bench:

Whereas the number of five judges, who now compose the Court of Queen's Bench in this Province, has become insufficient for the effectual administration of civil and criminal justice, within their jurisdiction, and whereas it is advisable that a sixth judge be appointed to form part of such Court:

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

1. Section 1 of chapter 77 of the C. S. L. C. is so amended that, hereafter, the Court of Queen's Bench, established in and for Lower Canada, now the Province of Quebec, shall be composed of six judges instead of five, to wit: one chief justice and five puisné judges. Nevertheless, as in the past, not more than five judges shall sit as a Court of Appeal or as a Court of Error, the quorum of which shall continue to be four.

2. In all cases in which the Court shall sit as a Court of Appeal or as a Court of Error, in criminal matters, the judge or judges who have held such court, before which the case was tried, shall, as far as practicable, form part of the Court.

3. The present act shall come into force on the day which the Lieutenant-Governor in Council shall be pleased to fix by proclamation.

PROTECTION OF HYPOTHECARY CREDITORS.

A bill introduced by the Solicitor General, to provide for the better protection of hypothecary creditors, and to afford the utmost publicity to transactions which affect real rights, provides as follows:

1. Every registrar shall keep a register for the addresses of hypothecary creditors.

2. Any hypothecary creditor or any transferee, heir, donee or legatee of an hypothecary creditor may give notice to the registrar of the registration division wherein the immoveables hypothecated are situated, of his address, and if he afterwards changes his residence, of his new address.

The registrar shall enter such address in the register of addresses, and shall note the number of the entry of the same in the index to immoveables in the page or space allotted for the lot or subdivision hypothecated in favor of the person giving the notice.

3. As soon as the sheriff of any district has made a seizure of real estate, he shall transmit to the registrar of the registration division wherein it is situated, a notice thereof, by sending him, in a registered letter, a printed copy of the notice prescribed by art. 648 of the code of civil procedure; and the registrar shall, on the receipt of such notice, deposit the same in his office, and make an entry in his index to estates or in the margin opposite the last entry in his books, in either case, for each lot or piece of land mentioned in such notice by writing the words "under seizure No. —."

4. On the receipt of such copy the registrar shall send, by registered letter, to each hypothecary creditor whose name appears in the register of addresses as being interested in such real estate, a notice informing him that the same is under seizure by the sheriff, and of the place where and the time when it will be sold.

5. The registrar shall, until the notice of seizure is cancelled, mention it in all certificates demanded of him, either against the real estate described in such notice, or against the judgment debtor upon whom the real estate was seized.

6. When the seizure is followed by judicial expropriation, the notice will be cancelled by the registration of the sheriff's deed of sale.

7. When the seizure is released, the notice will be cancelled by the deposit in the registry office of a certificate establishing such release, given by the prothonotary, and mention of the cancellation must be made in the margin where the notice was entered or in the index for estates, as the case may be.

8. When a seizure of real estate is annulled and the judgment creditor is condemned to pay the costs thereof, the expenses of the

cancellation of the notice of seizure shall be borne by him.

9. The prothonotary is bound to deliver to any person demanding the same, a certificate of the release from seizure of any real estate that may appear by the record of the cause in which such seizure was made.

10. The secretary-treasurer of each county council shall transmit to the registrar a list of the lands sold for taxes, under the provisions of the municipal code, within eight days after the adjudication thereof; and the registrar shall, on the receipt of such list, deposit the same in his office and make an entry in his index to estates, or in the margin opposite the last entry in his books, for each lot or piece of land sold, by writing the words "sold for municipal taxes No. —."

11. The registrar shall, until such municipal sale is cancelled, mention it in all certificates demanded of him affecting any lot or piece of land mentioned in the said list.

12. The cancellation referred to in the preceding section is effected by the registration of a municipal deed of sale or by the deposit of a certificate from the secretary-treasurer that the land has been redeemed; and mention of the cancellation must be made as provided in section 7.

13. When no opposition has been made to the seizure and sale of the immoveables or rents, or if made, has been disallowed, the sheriff shall cause to be published in one issue, at least, of some newspaper nearest to the locality where the land or real rights under seizure is located, a notice briefly detailing the particulars of such sale, and this, in addition to the publications and notices already required of him by any existing law.

14. The omission to comply with any of the provisions of this act will not invalidate any proceeding in any cause or matter in which such omission may occur; but the officer in default will be responsible for all damages which may result therefrom.

15. The sheriff, registrar, prothonotary and secretary-treasurer will be entitled to such fees for the performance of the duties imposed by this act, as are hereinafter set forth:

1. To the sheriff, for notice of sale to registrar,—twenty cents; and, also, ten cents for each piece of land mentioned therein, which last amount he shall transmit to the registrar, with the notice, to cover the fees of the latter for deposit and entry of the same as well as for the cancellation.

2. To the sheriff, for notice of sale for publication, twenty cents. These fees, together with costs of publication, to be included in his bill of costs, and which he may require to be advanced as provided in art. 647 of the code of civil procedure.

3. To the registrar, for each address or change of address, fifty cents, which will cover his fees for all proceedings in connection therewith.

4. To the prothonotary, for certificate of release from seizure, fifty cents, of which he shall transmit twenty cents to the registrar, to cover his fees for deposit and entry of the same.

5. To the secretary-treasurer, twenty cents for each piece of land mentioned in the list furnished by him, one half of which he shall transmit to the registrar with the list, to cover the fees of the latter for the deposit and entry of the same as well as for the cancellation.

16. No fee or duty payable by stamps shall be due or exigible for the deposit of any notice, list, or other document mentioned in this act.

17. The acts 41 Vict., cap. 15, and 42—43 Vict., cap. 23, are hereby repealed.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

QUEBEC, June 3, 1880.

SIR A. A. DORION, C. J., RAMSAY, TESSIER, CROSS, JJ.

CIMON, Appellant, & THOMPSON, Respondent.

Affixing stamps on note—Case in appeal.

Motion to affix stamps in appeal. After the judgment in the Court below it was discovered that the note on which the action was brought was insufficiently stamped, and the stamps incorrectly cancelled.

The COURT granted the application on payment of costs of motion.

LACEY, Appellant, & DRAPEAU, Respondent.

Appeal—Security—Money deposit.

Motion to dismiss appeal, the deposit of $100 as security for costs not being sufficient.

The motion was refused, on condition of appellant adding the sum of $100 within a delay of fifteen days.

TARTE, Appellant, & CIMON, Respondent.

Quebec Election Act—Action for penalty under 37 V., c. 9, s. 92—*Allegation of more than one infraction of the law.*

Two motions were presented, for leave to appeal from two judgments, one dismissing an *exception déclinatoire*, and the other an *exception à la forme*.

The action was instituted at Quebec for corrupt practices at an election, under 37 Vict., cap. 9, sect. 92.

It was urged that the offence was a *délit*, and that it could only be prosecuted where it took place, viz., in the District of Saguenay, and in a Criminal Court (sect. 109).

The motion was rejected, there being two modes of procedure, one for the misdemeanor, punishable as all misdemeanors at common law by fine and imprisonment; the other a penalty, to be recovered by an action of debt.

The point of the *exception à la forme* was that the declaration set up numerous infractions of the law, which are set forth in the statute under the disjunctive.

The COURT rejected the motion as to the *exception à la forme*, on the ground that they were varieties of the same offence.

A similar decision was rendered recently in the case of *Valin & Raymond*.

QUEBEC, June 4, 1880.

SIR A. A. DORION, C. J., RAMSAY, TESSIER, CROSS, JJ.

EX parte DEENAN, for writ of *certiorari*.

Bail where prisoner had previously fled the country.

A true bill was found against the prisoner in the term before the last, at Quebec. The trial was deferred till the following term, and it was agreed that the prisoner should be admitted to bail. He was allowed to go to fetch his bail; but he failed to return, and left the country.

During the last term, it seems, he purposed to surrender, and returned to Canada, not aware that the term was at an end. He was arrested and committed to gaol.

He now asked to be allowed to stand out on bail.

The COURT did not think it would be proper to bail a prisoner who had already fled, and the application was, therefore, refused. The Court was, however, of opinion that the prisoner should be tried at Quarter Sessions at its next term in April, and intimated that on an application to bail after that term, should the prisoner not have been tried then, he would probably be admitted to bail.

QUEBEC, June 4, 1880.

SIR A. A. DORION, C. J., MONK, RAMSAY, TESSIER, CROSS, JJ.

PACAUD, Appellant, & CORPORATION OF VILLAGE OF PRINCEVILLE, Respondent.

Appeal from interlocutory judgment—Inscription ex parte on merits, before judgment is rendered on preliminary plea.

Motion for leave to appeal from judgment setting aside plaintiff's inscription for *enquête*.

The action was met by an *exception à la forme* turning on a matter of record only. The plaintiff demanded defendant's pleas to the merits. The defendant did not plead, and was foreclosed. The plaintiff then inscribed for *enquête ex parte*.

The motion was to set aside this inscription, because the preliminary plea should be disposed of before the case on the merits. It was also contended that the inscription *ex parte* was irregular, for the *enquête* should have been general.

The COURT intimated that the inscription appeared regular (Tessier, J., doubtful), and the appeal was allowed.

QUEBEC, June 5, 1880.

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

DUQUETTE v. BROCHU.

Appeal from Circuit Court—Application to give security after the fifteen days.

In order to be admitted to give security after the expiry of fifteen days, the party must show, not only that the failure to give security in time was due to no fault attributable to him, but that he persisted in his intention to appeal at the earliest opportunity.

A petition was presented on the part of

Brochu, defendant in the Court below, for leave to give security and file petition in appeal from the Circuit Court, after the expiry of the delay allowed by law.

Judgment was rendered by the Court below on the 2nd March last. On the 16th March, the petitioner went to the office of the Clerk of the Circuit Court to give security, but there was no clerk or his deputy there, and an affidavit was produced, establishing that there was no clerk or his deputy in the District. On the 17th he again returned to the Circuit Court office, but the security could not be given owing to the absence of the Clerk from the District. It is also said that there was no Judge in the District on either of these days.

The petitioner took no further steps on the appeal, but he made an opposition to the judgment as having been rendered *coram non judice*. This opposition went to the Court of Review which confirmed the judgment; and on the third day of the term, the petitioner presented this petition.

The COURT did not express the opinion that where a party had done all that was required of him by law, and the failure in the proceedings was due to no fault attributable to him, he would not be admitted to complete his bail after the fifteen days had elapsed*; but he must show at once that he persists in his intention to appeal. In this case he sought another remedy, and he waited till the third day of term before making the application to this Court. The petition was, therefore, refused, without costs.

GUIMONT, Appellant, & METHOT, Respondent.

Appeal—Default to file petition within the delay.

This was a motion to have an appeal declared abandoned, the petition not having been filed within the twenty-five days. Security was duly given, and the petitioner gave his petition to a bailiff often employed in the office of the Circuit Court to file; but who was not an officer of the Circuit Court. Instead of filing the petition in the Circuit Court, the bailiff forwarded it to the Clerk of Appeal.

The COURT was of opinion that the appeal should not be dismissed, but the appellant was condemned to pay the costs of the motion.

QUEBEC, June 8, 1880.

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

TOURIGNY v. THE OTTAWA AGRICULTURAL INSURANCE CO.

Jurisdiction—Right of action—Action on insurance policy in district where application was received by canvasser assuming quality of agent.

The defendants moved for leave to appeal from a judgment dismissing a declinatory exception.

PER CURIAM. The action was against the Insurance Company by the *cessionnaire* of a policy of insurance upon property in the district of Arthabaska.

The action was brought in that district, and set up that the insurance was effected in Victoriaville in the said district. The occurrence of the fire was then alleged.

By an *exception déclinatoire* the defendants contended that the action should have been brought at Quebec, "where the policy was issued to the respondent."

The application was made through Louis Lepine, who takes the quality of "agent," but the application does not disclose where he was agent, or whose agent he was or where the application was made. It will probably be presumed, however, that he was agent of the Company, as the insured acted for himself, and consequently he had no need of an agent. Then, the agent of the Company at Quebec—Kiley—admits he was employed by him as canvasser, although he was not employed by the Company. Nevertheless, he takes the quality of agent in his dealings with the Company, without remonstrance. It also appears that the application was made at Victoriaville, and the policy was delivered there. The policy was signed at Ottawa.

In the case of *O'Malley & The Scottish Provincial* we confirmed the judgment dismissing a declinatory plea in a very similar case. The only difference was that there was a permanent office of the Company at Quebec, where the policy was delivered to the insured. We do

*On the same principle the Court has allowed defective bail-bonds to be amended, and even a new bail-bond to be substituted for an old. See *Grondin & Beaulieu*, Quebec, June 7, 1879.

not see that this makes a distinguishable difference. There is no law which makes the liability greater or other by the contract being made in an office and that made elsewhere. The only question is the authority of the agent, and that has been recognized by the Company. If companies choose to enter into negotiations in remote places, they must be ready to meet the complaint there of those with whom they deal.

Motion for leave to appeal rejected.

COURT OF QUEEN'S BENCH.

MONTREAL, June 12, 1880.

Sir A. A. DORION, C. J., MONK, J., RAMSAY, J., CROSS, J.

Ex parte MACNAMEE, Petitioner for writ of Habeas Corpus.

Contempt of Court—Commitment—Right of the accused to be heard—Setting out the offence in the commitment—Signature to warrant of commitment.

RAMSAY, J. The prisoner was committed to prison for ten days, for that he "being personally present before the said Court of Sessions of the Peace, hath this day been guilty of divers gross insults and contemptuous behaviour to the said Court of General Sessions of the Peace for the District of Montreal, and hath been guilty of contempt to the said Court by using abusive and opprobrious language, by refusing to obey the lawful orders and commands of the said Court, and by using violent and threatening gestures before said Court." The commitment then goes on to state: "Whereas, the said Francis B. McNamee, in consequence of such insolent and contemptuous behaviour, contempt and language, is here adjudged, ordered and condemned to be imprisoned," &c. It is contended on the part of the petitioner that this commitment sets forth no offence, and that the warrant, being signed by the Clerk of the Peace, is not duly signed.

The Court intimated at the argument that the signature of the Clerk of the Peace was the proper signature for the Court. We have, therefore, to examine only the first ground. It was argued that the Sessions of the Peace is a court of record, and therefore has power to commit for a contempt, at all events, a contempt *facie curiæ*, but being an inferior court, it must set forth the offence specially, so that the Court of Queen's Bench may exercise its general controlling and revising power over the proceedings. For instance, it is contended that if the contempt should consist in words, that the words used must be set up,—if of gestures, that the peculiar gestures should be described.

I entirely concur with the counsel for the petitioner in the general principles they rely on. The whole law of contempt is limited by the necessity on which it is based, and it seems, therefore, that when an inferior tribunal exercises its power to commit for contempt, it does so subject to the revision of the Superior Courts of Law, and so *in re Pater*,* Cockburn, C. J., said that the Court of Queen's Bench in England has the authority to intervene and prevent any usurpation of jurisdiction by the inferior court; and he says: "If it treats conduct as a contempt, which there is no reasonable ground for so treating, this Court may interfere to protect the party upon whom the power to commit or fine for contempt has been improperly exercised." If any other doctrine were to be entertained for an instant, it is manifest that the most serious abuses would arise, and injury done for which there would be no adequate relief. It seems to me not less clear that even the highest Court is obliged in committing for contempt to specify in what the contempt consists. This is really saying that a vague or general warrant is not a sufficient detainer. *Magna Charta*, the *habeas corpus* act, our own re-enactment of it, all say or imply simply this. It has been said there were exceptions where the commitment was by the highest courts or by the Houses of Parliament. I am not prepared to admit the exceptions unless there be a statute authorizing it, and the decisions which go to support such a doctrine appear to me to be of no authority. The practice of general secretary of State warrants was as firmly established as precedents could make it, and yet it was ultimately destroyed by a single judgment.

The question, then, before us is as to whether this warrant is sufficiently specific. I cannot conceive there should be any doubt on this point. It is as ample as any definition or explanation of a contempt I have ever seen.

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* 5 B. & S., 299.

In the case of Mr. Pollard* it appears by the return that the Chief Justice was wholly in the wrong. Then, as to there being no rule, no accusation and no opportunity to defend, the affidavit being withdrawn, that question cannot come up. I may say, however, that I cannot believe that the Privy Council intended to say that a rule and an opportunity to defend should be necessary in any case of contempt in face of the Court punished on the spot. No such preliminaries took place in Davison's case, 4 B. & Al., p. 329.

The Court is unanimously of opinion that the prisoner should be remanded.

Sir A. A. DORION, C. J., concurred in the judgment, without entirely agreeing with all the reasons which had been stated by Mr. Justice Ramsay. The warrant, in his Honor's opinion, sufficiently indicated the offence which had been committed. The only point on which he had some doubt was that the party, according to the affidavit produced, had no opportunity to be heard. It was quite clear that no rule was necessary, but the defendant should certainly be allowed an opportunity to explain his conduct. The affidavit, however, had been withdrawn, and that changed the whole case. The contempt was as fully set out as was necessary in a warrant of commitment. This Court could only interfere with the judgment of inferior courts in matters of contempt where there was absence of jurisdiction, or where there appeared to have been a gross abuse; and if it were proved that a defendant had no opportunity to be heard, that would probably be considered a gross abuse. It was contended, moreover, that there had been an adjournment from the morning to the afternoon, and that, therefore, this proceeding could not be taken. But in the case of Pater, the circumstances were precisely similar. The Judge took time to consult another Judge, and was advised to wait till the trial was over, and then to punish the contempt. This was done; Pater was then called upon to explain his conduct, and not explaining it, he was condemned to pay a fine.

MONK, J., concurred in the reasons stated by Mr. Justice Ramsay.

*Law Rep. 2 P. C. 106.

The prisoner was remanded.*

F. Keller,
M. J. F. Quinn, } for the prisoner.

Mousseau, Q.C., for the Crown.

COURT OF QUEEN'S BENCH.

MONTREAL, June 14, 1880.

Sir A. A. DORION, C. J., MONK, J., RAMSAY, J., CROSS, J.

THE MERCHANTS BANK, Appellants, and WHITFIELD, Respondent.

Precedence of cases on the roll—Cause founded on note against which prescription is about to be acquired.

Wotherspoon, for appellants, applied (June 11) to have the case heard by privilege. The action, which was on a note, had been dismissed *sauf recours*, on a special pleading, and the appeal was from that judgment. Unless a decision were obtained on the appeal during the present term, the note would be prescribed, and if the judgment were confirmed by this Court, the appellants would be without remedy.

J. J. Maclaren, on behalf of Mr. *Paradis* for respondent, resisted the application, as unprecedented. He suggested that the appellants could prevent prescription by taking a new action.

Wotherspoon, in reply, said the appellants if they instituted a new action would be met with the plea of litispendence.

Sir A. A. DORION, C. J., (June 14) remarked that it was impossible to say whether some other case on the roll might not be in a similar position, and if precedence were accorded to the present case, some other party might suffer, as it was impossible to get through the roll during the term. The grounds urged in support of the application were insufficient, and it must be rejected.

Wotherspoon for appellant.

Maclaren for respondent.

* In the afternoon of the same day, a second application for habeas corpus was made in the same case, on the ground that the prisoner had been sentenced without being asked to show cause. This was the ground which had been withdrawn by his counsel at the argument on the first application. The Court refused the writ, the ground urged in support of the petition not being new, and it being admitted that the prisoner was heard in his defence before sentence.

CITIZENS INSURANCE COMPANY, Appellants, and THE GRAND TRUNK RAILWAY CO., Respondents.

Postponement of case where counsel is detained elsewhere by serious cause.

Wotherspoon, for appellants, applied (June 11) to have this case, which stood tenth on the roll, postponed, with consent of parties, to Thursday, the 17th instant, in consequence of the inability of the Hon. J. J. C. Abbott, appellants' counsel, to be present before that date, he being detained at another place by an election trial, in which his return to the House of Commons for the County of Argenteuil was being contested.

Sir A. A. DORION, C. J., (June 14) said the Court had granted an application where the circumstances were somewhat similar, one of the attorneys being unavoidably absent. The bar loses nothing by such an application, as it does not ask that the case be called out of its turn, but only that if reached before Thursday next, it should be postponed to that day. There was no objection, therefore, to the application, except the inconvenience of such motions, if they should become numerous. Under the special circumstances stated, the application would be granted, but the decision must not be taken as a precedent for granting such motions in all cases.

Abbott & Co. for appellants.
Macrea for respondents.

SUPERIOR COURT.

MONTREAL, June 12, 1880.

THE HERITABLE SECURITIES AND MORTGAGE INVESTMENT ASSOCIATION (Limited) v. RACINE, and BOURBONNIERE, assignee, petitioner, and GILMOUR, sequestrator, petitioner.

Insolvent Act—The appointment of an assignee to a defendant against whom a hypothecary action is pending does not revoke the appointment of a sequestrator pending such hypothecary action.

The facts showed that on the 12th of August last, the petitioner, Gilmour, was named by this Court sequestrator, to administer and collect the rents and revenues of certain real estate of defendant, which was by the deed of obligation transferred to plaintiffs, and which rents formed part of plaintiffs' security for the amount claimed by them from defendant. On the 16th January last, a writ of attachment under the Insolvent Act was issued against the defendant, whereby his estate was attached, and on the 5th February last, the petitioner Bourbonnière was named assignee of the estate. The petitioner Gilmour complained that the assignee was interfering in his gestion as sequestrator, and asked for an order against the assignee, ordering him to desist from his interference. The assignee presented a similar petition, complaining of Gilmour, the sequestrator, and praying for a similar order against him.

TORRANCE, J. The facts being admitted as stated, the question is a very simple one, whether the assignment has had the effect of revoking the appointment of the sequestrator. The obligation is peculiar in that it has transferred future assets, namely, rents and revenues, and I do not see that the action of the sequestrator in the interest of the plaintiffs should be interfered with by the insolvency, unless the Court be asked to revoke and cancel the appointment of the sequestrator. It is true that he is appointed pending the suit, but it is not alleged or proved that the suit is terminated. The sequestrator also relies upon the 16th section of the Insolvent Act, which transfers to the assignee the rights as enjoyed by the insolvent. I see no difficulty in the fact that the sequestrator, and not the plaintiff, presents the petition. The sequestrator is abundantly interested in the performance of his own duty, and may and should complain of any interference. On the naked facts put before me I see that the sequestrator Gilmour is entitled to the conclusions of his petition, and for the same reason the assignee's petition should be dismissed. I would remark further that it does not appear by the petition of Gilmour that it is made in the Insolvent Court, though such is the fact. On the other hand, the petition of Mr. Bourbonnière is in the Court of Insolvency. I doubt much whether the Court, in insolvency, has any right to coerce the officer of the Superior Court appointed in an ordinary action. The assignee can present his petition in the suit in which the sequestrator has been appointed, and have an order if entitled to it. But the Court in insolvency has no jurisdiction over Mr. Gilmour.

J. L. Morris,
W. B. Lambe, } for sequestrator Gilmour.

Ethier for assignee Bourbonnière.

BRADLEY v. LOGAN.

Description of plaintiff—Quality of "Esquire"— C. C. P. 49.

The action was to recover the amount of a note against the joint maker.

The defendant pleaded firstly, an exception to the form, alleging that plaintiff did not give his occupation or quality as required by C. C. P. 49. Secondly, to the merits, that the note was to the knowledge of plaintiff signed by defendant without value for the payee, George W. McMullen, and transferred to plaintiff after maturity.

Wotherspoon, for plaintiff. The quality given to plaintiff is that of Esquire, and it is in evidence that there is no such title in the country to which plaintiff belongs, but the defendant only objects that plaintiff did not give himself any title at all. Next, as to the merits, the evidence is that the note was given to plaintiff about the time the note matured, but the witness could not remember the exact date—it was some time in August, 1877.

D. Girouard, for defendant. The designation of the plaintiff is a nullity. No such quality as Esquire, is known in the United States. Next, the note was given to plaintiff after maturity, and lastly, it was not properly stamped.

TORRANCE, J. The exception of the defendant is wanting in this, that it does not say in what respect the description is defective. It complains of the total want of description; but the quality of Esquire is sufficient in itself, and in our law has a significance, and I see no proof that the plaintiff is not an Esquire as we understand, though the title has no significance in the United States. *Vide* Comyn, Digest, vo. Dignity, p. 405. Stephen's Comm. 3, 15. I therefore overrule the exception, and on the merits I find that the note was endorsed to plaintiff before maturity, and that the note is properly stamped, though this point was not raised by the pleadings. On the whole, plaintiff should have judgment.

Abbott & Co. for plaintiff.

Girouard & Co. for defendant.

CAMPBELL v. FILION.

Boarding-house keeper—Lien on boarder's effects for board and lodging.

This was a revendication of certain effects by a late boarder in the house of the defendant. Plaintiff owed $64,75 for board, and defendant refused to give the effects up until he had been paid.

Calder, for plaintiff. By the old law the board had no privilege:—C. de Paris 175. *Bleau* v. *Beliveau*, 4 L. C. J. 356. *Cooper* v. *Downes*, 13 L. C. R. 358. The law was now as it had been then. 39 Vic., c. 23 (1875), Quebec, did not extend the privilege, but only enlarged the remedy.—Dwarris on Statutes, pp. 694-5.

Robidoux, e contra.

TORRANCE, J. Mr. Justice Rainville has already held in the Circuit Court that the boarding-house keeper has a lien on the property of his boarder under the statute cited, and the words are very plain in that sense. The plea will therefore be maintained to the extent of ordering that plaintiff shall only get possession of his effects on paying the claim of the defendant for $64.75. Plaintiff will pay costs of defendant.

Calder for plaintiff.

Robidoux for defendant.

COMMUNICATIONS.

QUEBEC, June 14th, 1880.

JAS. KIRBY, Esq., *Ed.* LEGAL NEWS,
Advocate, Montreal.

SIR,—I have just received the "Legal News" of the 12th inst., and find you have taken upon yourself to tamper with my correspondence on the subject of Appeals from Interlocutory Judgments. I had written in the postscript that Mr. Justice Ramsay "had *sneeringly* told me my argument was mere waste of energy," and this statement you had no right to alter. You were quite at liberty, as editor, to suppress my letter altogether, but, having decided to publish it, you were bound to leave it in the exact form in which I had put it. If a judge presumes to sneer at me when discharging my duty, I mean to let the public know of it. Such a course from your standpoint is doubtless highly reprehensible and against one's interest. Be that as it may, I now call upon you to rectify this matter in your next issue.

I beg to remain, sir,
Your most obedient servant,
W. C. LANGUEDOC.

[We must plead guilty to the charge gently insinuated above. It is true that we expunged from the postscript of Mr. Languedoc's letter an expression which appeared to us simply offensive, and to have nothing whatever to do with the interesting legal point discussed by our correspondent in the body of his communication. If we have leave to urge anything in mitigation of this terrible offence, we would say—1. It can hardly be imagined that the readers of the *Legal News* take much interest in what may have transpired between bench and counsel on the occasion referred to, apart from the decision on the question of law. Gentlemen of the bar who "mean to let the public know of it" every time they fancy they are snubbed by the bench, will easily find more appropriate places in which to expose their grievances. 2. In giving insertion to what is obviously an *ex parte* account of an incident of this nature—an account to which no reply is possible from the other side—it is clear, to us at least, that strong expressions add nothing to the force of the narrative.]