The Legal News.

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The *Chicago Law Times*, for April, contains a portrait and biographical sketch of Chief Justice Marshall. The articles take a wider range than the majority of legal periodicals. The Hon. Wm. Brackett contributes an essay on "A Prescription for Poverty," Hon. C. B. Waite writes upon "European Politics," etc.

The members of the Moral Reform Union have made the following representations in a memorial addressed to the Home Secretary:—"It is not desirable that any public acts or utterances should by law be cut down to the level of the mental and moral capacity of children and the immature; their protection in this, as in other matters, must be left to the care of their respective guardians. All adult citizens, whether men or women, must bear their share of the suffering which results from the wrong which may exist in their midst. That they have no right to protect themselves from the knowledge of it by an interference with the general rights of the people; and that it is not desirable that they should remain in ignorance of it, as only by knowing of it can they be roused and fitted to help in its removal. The publication of useless and offensive details can be best prevented by appeals to the conductors of papers, and by such expression of public opinion as will support such appeal. The right of judges to clear their Courts ought to be strictly limited to the exclusion of minors. The rights of all adult citizens are equal, and women must not be treated as minors. Your memorialists pray that no prohibitory law be framed to restrict the liberty of the press in the reports of trials of matters concerning the relations of men and women."

The Queen's Bench Division, in *Hawkins* v. *Shearer*, had, at the end of last sittings, before it, an interesting question of rural law, as to which there was an unexpected bareness of authority. The plaintiff was the occupier of the surface of land under which the defendant was entitled to quarry. The defendant did not fence, and the plaintiff's ox fell into the pit. The County Court judge nonsuited the plaintiff, but Mr. Justice Mathew and Mr. Justice Cave entered judgment for him. "The decision goes somewhat further," says the *Law Journal*, "than *Groucott* v. *Williams*, 32 Law J. Rep. Q. B. 237, which appears to be the only other authority on the subject. The danger in that case was an old shaft, the occupier of which had left it, not open, but insufficiently covered, and the horse of the occupier of the surface fell in. Chief Justice Cockburn said that 'there was an obligation on the person who sank the shaft to render it harmless to the horses and cattle feeding on the surface,' or, as Mr. Justice Blackburn expressed it, he must 'prevent injury.' In the case of the shaft there could have been no negligence or acquiescence on the part of the surface owner, but in the present case there might have been. The expressions used by the Chief Justice and Mr. Blackburn seem, however, to show that the obligation is that of an insurer, and the Chief Justice points out that the owner of the soil does not know when, or in what way, or to what extent, the shaft will be sunk and kept open."

SUPERIOR COURT.

AYLMER (dist. of Ottawa), April 26, 1887.

Before WÜRTELE, J.

LEDUC v. GOURDINE.

Obligation for the payment of money—Damages for inexecution—C. C. 1077.

HELD:—*That in the case of an obligation for the payment of money, the damages resulting from the debtor's default are restricted by article* 1077, *C. C., to interest on the sum, either at the rate stipulated, or, in the absence of an agreement, at the rate fixed by law; and that the stipulation of a fixed sum in addition to the interest for costs of collection, is illegal.*

PER CURIAM. On the 14th May, 1883, the defendant signed, before a notary, an obligation in favor of the plaintiff for $200, payable in two years and bearing interest at the rate of 8 per cent.

This obligation contains the following clause: "Faute aussi par le dit débiteur de rembourser la somme ci-dessus mentionnée à son échéance il payera en sus de l'intérêt dix par cent pour frais de collection."

By his action, the plaintiff asks for the capital of the obligation, with interest, $20 for costs of collection, and the costs of suit.

The law gives him his costs of collection by allowing the costs of suit; but he wants twenty dollars in addition to what the law so allows. He wants a double toll, which certainly does not seem proper nor right. But does the law sanction such a demand?

Damages incurred by the inexecution of an obligation other than for the payment of money are estimated in money; in other words, the obligation is converted into the debt of a certain sum of money. In the case of an obligation to pay a sum of money, its inexecution cannot change its nature; it was an obligation to pay money and it remains what it primitively was.

In the case of such obligations, damages do not therefore accrue for inexecution, but only for delay in the payment.

In the case of the non-performance of an obligation other than for the payment of money, the damages are either fixed by agreement or estimated by the Court at a certain sum, which represents the loss or injury sustained. In the case of default or delay in the payment of money, a special rule as to the damages resulting therefrom is laid down by article 1077 of the C. C., which provides that such damages shall consist *only* of interest at the rate legally agreed upon by the parties, or, in the absence of such agreement, at the rate fixed by law. They are, however, due without it being necessary for the creditor to prove that he has sustained any loss, and they accrue from day to day as long as the default lasts. The article is imperative, and prohibits anything being stipulated in addition to the interest; but the damages are commensurate with the length of the default.

Sirey, in note 1, under article 1153, says: "Les dommages-intérêts dus à raison du retard apporté à l'exécution d'une obligation qui se borne au paiement d'une somme d'argent, ne consistent jamais que dans la condamnation aux intérêts fixés par la loi, quelque soit d'ailleurs le préjudice que le défaut de paiement a causé au créancier." It may be observed here that article 1153, C. N., limits the damages to interest at the rate fixed by law; whereas our Code allows of the rate being fixed by agreement as well.

Messrs. Aubry & Rau, in volume 4, page 107, say: "Les dommages-intérêts. ..... consistent toujours, mais consistent uniquement, dans les intérêts légaux..... quelque soit d'ailleurs le préjudice que le défaut de paiement a causé au créancier..... Ainsi, le créancier, qui, en stipulant le remboursement à jour fixe de la somme à lui due, aurait indiqué au débiteur un dommage spécial..... devant résulter pour lui du défaut du remboursement au terme convenu, ne pourrait, malgré cela, réclamer que les intérêts moratoires."

In the present case, the ten per cent. stipulated by the creditor for costs of collection is nothing else than a special damage payable, in addition to the interest, in consequence of the debtor's default. This is contrary to the provisions of article 1077, C. C., and is therefore illegal and cannot be allowed. The article is prohibitive, and any agreement in contravention thereto is consequently null. (Article 14, C. C.)

Judgment for two hundred dollars with interest and costs: "And the Court doth reject the surplus of the plaintiff's demand, the same being contrary to the provisions of article 1077 of the C. C."

Rochon & Champagne for plaintiff.

SUPERIOR COURT.

DISTRICT OF OTTAWA, October 25, 1886.

Coram WÜRTELE, J.

COSGROVE v. MAGURN.

Action en Bornage—Old Borne—Prescription—Costs.

HELD:—*That by law, a peaceable possession, as proprietor, for thirty years, prevails over the limits indicated by titles, or by measurement, and also over posts and boundary marks between lots and other tracts of land, and confers ownership of the lands so possessed upon the possessor.*

2. *That the plaintiff, having failed to maintain his pretensions respecting the line of division, should be held for the costs of the suit; but that the costs of the expert surveyor's operations, report and plan and affixing the bounds and placing the boundary marks, should be divided equally between the parties.*

The action was in the ordinary terms for *bornage*—assuming that no delimitation of boundary line in question had been made. The properties in question are the north halves of lots 10 and 11 marked in cadastre plan 10*a* and 11*a* respectively, in the fifth range of the Township of Buckingham, in the County of Ottawa, the plaintiff holding 10*a* and the defendant 11*a*.

The facts and issues in the case appear in the *considérants* of the judgment:—

"The Court, having heard the parties by their respective counsel on the merits, examined the proceedings and proof of record and having deliberated thereon;

"Considering that the plaintiff alleges that the defendant refused to join with him in establishing and fixing the boundary line between his land, being lot number 10*a* in the fifth range of the Township of Buckingham, and the contiguous land of the defendant, being lot number 11*a* in the same range and township, and that he therefore brought the action in this cause to compel the defendant to do so;

"Considering that the defendant pleads that about forty-five years ago, a division line was duly run by a surveyor between the contiguous lands in question; that a fence was erected in such line for a portion of its length; that the defendant had, for over thirty years, been in continuous and undisputed public possession of all land on his side of such fence and line, and that he has therefore acquired the ownership thereof; that the plaintiff has no right to disturb such established and existing boundary line; and that he (the defendant) is willing to have bounds placed in such boundary line at common expense;

"Considering that it is in proof that the division line between the two lands in question was run in or about the year 1837 by a surveyor named Theodore Davis at the request of one Baxter Bowman, the owner at that time of both the lands in question; that he built a fence in such line, for a distance of one-eighth of a mile from the south line of such lands—which fence still exists for a length of two chains, ninety-eight links; that at the time it was so run, the division line through the wooded part of the lands was picketed, and the trees were blazed to the line between the fifth and sixth ranges; and that the defendant has had continuous and undisturbed open possession of all land up or eastwardly to such division line for thirty years, and has cultivated undisturbedly, during all that time, the land up to the fence in question;

"Considering that it is not proved that the defendant refused, before the institution of the action in this cause, to bound their lands on the above mentioned division line;

"Considering that the *Expert* Surveyor in this cause, after having ascertained the distance on the front line of the sixth range of the Township of Buckingham, between the undisputed post between lots numbers one and two of the sixth range to the undisputed post between eleven and twelve, which gave an average width of twenty-six chains, eight links and nine-tenths of a link to each lot, fixed a point on the range line at that distance eastwards from the post between lots numbers eleven and twelve; that he then ascertained the distance on the front line of the fifth range between the undisputed post between lots numbers nine and and ten and the undisputed post between lots eleven and twelve, and gave to each of the lots ten and eleven, one-half of such distance for its width, and that he afterwards ran a line between the two points so established, which line, he states in his report, to be, in his opinion, the true line of division between lots 10*a* and 11*a*;

"Considering that the *expert* surveyor in this cause also ran another line according to the pretensions of the defendant, following the fence above mentioned and continuing on the same bearing a course of north five degrees forty minutes and thirty-eight seconds west astronomically, running for the greater part of the length through bush land to the rear line of the fifth range, as shown on the plan accompanying his report;

"Considering that, by law, a possession of thirty years prevails over the limits indicated by titles, or by measurement, and also over posts and boundary marks between lots and other tracts of land, and confers ownership of the lands so possessed, upon the possessor;

"Considering that the defendant has prescribed beyond the line of division indicated by the *expert* surveyor to the fence herein-above mentioned, and to a line of division continued therefrom to the rear line of the range, and that his possession prevails over such division line, and that in the present case, the rules laid down by the Statute respecting Land Surveyors and the survey of lands (45 Vic., ch. 16, Q.) for the verifying and establishing the range and side lines, do not apply, but that the defendant has the right to be maintained in his possession, and to have the line of division determined, fixed and bounded in accordance therewith;

"Considering, moreover, that the plaintiff has failed to maintain his pretensions respecting the line of division, and that it was the groundlessness thereof which was the cause of the present suit; and that the party in an action of boundary who fails to establish his pretensions, should be held for the costs of suit;

"Doth reject the motion of the plaintiff for the homologation of the report of the *expert* surveyor; doth accept and homologate that portion of the report which defines the line of division drawn according to the pretensions of the defendant in the line of the fence up to which, it has been proved, that the defendant's possession has extended for thirty years, and continuing therefrom, on the same bearing or course, to the rear of the fifth range;

"Doth adjudge and order that the boundary line dividing the lands of the parties shall be such line of division—which line is indicated and shown on the plan accompanying the report of the *expert* surveyor and produced and filed therewith, by the letters C D, and runs from the stone boundary planted by Surveyor McLatchie on the bearing or course of north five degrees forty minutes and thirty-eight seconds west astronomically, to the rear line of the fifth range: doth further order that such line be run and laid out on the ground, and that proper boundary marks be placed thereon according to law to determine, fix and establish such line of division for the future, by the *expert* surveyor in this cause, J. B. Mullarkey, or in case of his refusal or default to act, by such other surveyor as may be agreed upon by the parties, or in default of such agreement, by such surveyor as may be named by the Court; and that such surveyor do draw up a statement of such operations and produce and file the same in this cause, with all due diligence; and doth order that the costs of the *expert* surveyor's operations, report and plan and of affixing the bounds and placing the boundary marks, be divided equally between the parties, and doth condemn the plaintiff to bear, alone, the costs of his action, and to pay the costs of the defendant, etc."

Authorities of Defendant:—

C.C. 2242, 504; 12 L.C.J. 39, *Eglaugh* v. *The Society of the Montreal General Hospital*, Q.B., 1868; 17 L.C.J. 185, *Pattenaude* v. *Charron*, S.C., 1873; 1 Rev. L. 713, *Ricard* v. *Fabrique de Ste. Jeanne de Chantal;* 11 L.C.J. 129 (Privy Council) *Herrick* v. *Sixby;* 1 Rev. de L. 354, *Thériault* v. *Leclerc.*

Statutes:—Quebec Act of 1872 (45 V., ch. 16) secs. 71, 74, 75, 76 and 81; (Surveyors and Survey of Lands); Rule of Survey before 24 Dec., 1875; Cons. St. Canada, ch. 77, secs. 47 (12 V., ch. 35, s. 20.)

Evidence—Reference to Original Survey:—2 L.C.J. 203, *Adams* v. *Gravel.*

Road—Boundary:—1 Rev. de L. 354, *Blanchet* v. *Jobin;* Pandects, Lib. 10, Tit. 1, § 2, par. v.

Costs:—C.C. 504, 2nd clause, "In case of contestation, are in the discretion of the Court"; 2 L.C.J. 81, *Slack* v. *Short*, Q.B., 1857.

T. P. Foran, for Plaintiff.

Malcolm McLeod, Q.C., for Defendant.

[M.M.]

SUPERIOR COURT, MONTREAL.*

Review—C. C. P. 494—Petition for nomination of notary to make inventory—C. C. P. 19.

Held, 1. A review may be had upon every judgment or order rendered by a judge in summary matters under the provisions contained in the third part of the Code of Procedure.

2. The petition of heirs for the appointment of a notary to make the inventory of the estate, should be made in the name of the parties themselves, and not by attorney.

3. The judge is not bound to appoint the notary chosen by the majority of the heirs, but may, in his discretion, name another where he considers that the choice of the majority is not the most advantageous.—*Ex parte Paré et al.* v. *Paré et al.*, In Review, Doherty, Loranger, Tait, JJ., March 31, 1887.

Vente—Encan public—Dettes actives ou "book debts"—Livres de comptes.

Jugé, Que la vente des dettes actives ou "book debts" d'un commerçant en faillite à l'encan public, ne comprend pas les livres de compte eux-mêmes, mais simplement la vente des créances du failli.—*Guindon* v. *Fatt*, En Révision, Jetté, Würtele, Tait, JJ., 31 mars 1887.

Procedure—Power of Attorney and security for costs.

Held, That a non-resident plaintiff, contesting the collocation of a third party in a report of distribution, is obliged to furnish a power of attorney and give security for costs.—*Bornais* v. *Arpin & Merchants Bank*, Taschereau, J., April 16, 1887.

Evocation de la Cour de Circuit—Jugement sur évocation—Révision—Délai.

Jugé, Que dans une cause de la Cour de Circuit évoquée à la Cour Supérieure et jugée finalement au mérite, on ne peut, dans les huit jours du jugement final au mérite, inscrire la cause en révision tant sur le jugement au mérite que sur le jugement décidant la validité de l'évocation, mais que ce dernier jugement, qui est un jugement final, doit être inscrit en révision dans les huit jours qu'il a été rendu.—*Seers* v. *Boursier*, en révision, Doherty, Loranger, Tait, JJ., 31 mars 1887.

Déposition—Ratures et renvoi non certifiés.

Jugé, Que des mots rayés et des renvois non constatés au bas d'une déposition, ne rendent pas, dans les circonstances ordinaires, cette déposition nulle.—*Lord* v. *Glasgow & London Ins. Co.*, Mathieu, J., 23 mars 1887.

Injures—Quête dans l'église—Dommages—Frais—Révision en questions de frais.

Jugé, 1. Qu'une personne chargée de faire la quête dans une église pendant l'office divin, et qui par préméditation néglige de présenter l'escarcelle à un paroissien, de manière à attirer l'attention de ceux qui sont dans l'église, se rend coupable vis-à-vis de ce paroissien d'une insulte pour laquelle il est passible de dommages.

2. Qu'un jugement accordant au demandeur $20 de dommages et $20 de frais, mais condamnant le dit demandeur à payer au défendeur la différence de frais, c'est-à-dire, tous ses frais moins $40, est erroné en autant qu'il détruit virtuellement l'effet du jugement prononcé en faveur du demandeur.—*Primeau* v. *Demers*, en révision, Jetté, Loranger, Brooks, JJ., 30 juin 1885.

COUR D'APPEL DE DOUAI.

(1re CHAMBRE.)

19 et 24 janvier 1887.

(DEUX ARRÊTS.)

Présidence de M. MAZEAUD, prem. président.

Notaire — Responsabilité — Prêt hypothécaire—Initiative du placement—Estimation des immeubles — Exagération — Erreur sur la propriété — Hypothèques antérieures—Promesse de radiation—Inexécution—Dommages intérêts.

Un notaire engage sa responsabilité, lorsque, quittant le rôle qui lui appartient, il s'entremet dans les actes que passent ses clients, lorsque, par exemple, ayant reçu un acte de prêt hypothécaire, il a cessé d'être simple rédacteur

* To appear in Montreal Law Reports, 3 S. C.

de la volonté des parties, a pris lui-même l'initiative du placement, et s'est fait l'agent actif du placement, qui allait être consommé (1re et 2e espèces.)

Il est à bon droit déclaré, en pareil cas, responsable de l'insuffisance des garanties hypothécaires fournies, lorsqu'ayant précisé lui-même aux prêteurs la valeur des immeubles hypothéqués, son estimation s'est trouvée considérablement exagérée (1re et 2e espèces.)

Ou lorsqu'ayant pris l'engagement personnel de faire radier les hypothèques, grevant les dits immeubles antérieurement au prêt, il n'a pas satisfait à cet engagement (1re espèce.)

Ou lorsque l'acte portant que la somme prêtée servirait par l'intermédiaire du notaire à libérer l'emprunteur vis-à-vis des créanciers antérieures, de telle sorte que le prêteur restât seul inscrit sur les immeubles, il n'a pas surveillé cet emploi, qui n'a pas eu lieu, et a laissé ainsi subsister des hypothèques, qui priment le dit prêteur (2e espèce.)

Ou bien encore, lorsqu'ayant négligé de se renseigner, il a compris au nombre des immeubles affectés à la garantie du prêt, une pièce de terre, dont l'emprunteur avait cessé d'être propriétaire au moment de la dite affectation (2e espèce.)

La réparation due par le notaire doit être, en pareil cas, de tout le préjudice subi par le prêteur auquel il peut être tenu ainsi de rembourser le montant intégral du prêt, en principal, intérêts et frais faits pour parvenir au recouvrement, à charge seulement par le dit prêteur de le subroger, après paiement dans ses droits contre l'emprunteur (2e espèce.)

1re espèce.—19 janvier 1887.

CONSORTS DELAHODDE v. HÉRITIERS DE M. L..

LA COUR,

Attendu que la responsabilité de L.. ne saurait être contestée ; qu'il ne s'est pas renfermé dans son rôle de notaire, mais qu'il s'est fait l'agent actif du prêt qui allait être consommé ; qu'il a pris l'engagement personnel de faire rayer les hypothèques qui grevaient l'immeuble devant servir de garantie au prêteur ; qu'il a lui-même déterminé la valeur de cet immeuble, et l'a fixée à 18,000 ou 19,000 fr. ; qu'il a ainsi engagé les intimés à prêter une somme de 13,000 fr., qui devait être garantie très suffisamment par des immeubles d'une valeur largement supérieure et libres de toute inscription ; que l'emprunteur ne pouvant faire face à ses engagements, les immeubles ont dû être vendus, et que la vente a atteint seulement le prix de 9,400 francs ;

Attendu, en outre, que ces immeubles étaient grevés de deux inscriptions non radiées ; que L.. a donc commis une double faute, en donnant aux immeubles la valeur exagéré de 18,000 à 19,000 fr., qui devait pleinement rassurer le prêteur, et en ne faisant pas opérer la radiation des hypothèques antérieures ;

Attendu que ces faits ont causé un préjudice aux héritiers Delahodde, dont les héritiers L.. leur doivent réparation ;

Attendu qu'il n'y a pas lieu de s'arrêter à la demande d'expertise formée par les appelants, laquelle est déclarée inutile ;

Par ces motifs,

Dit n'y avoir lieu à expertise ;

Confirme le jugement quant à la responsabilité du notaire et au chiffre de la réparation due par les consorts L.. aux consorts Delahodde.

2e espèce.—24 janvier 1887.

EPOUX POURRE-DELPIERRE v. HÉRITIERS DE L..

LA COUR,

Attendu que par contrat reçu L.., notaire à X.., le 14 octobre 1880, l'épouse Fasquelle emprunta de l'épouse Pourre-Delpierre, la somme de 23,000 fr. ; qu'elle hypothéqua, pour garantie et sûreté de sa créance, divers immeubles désignés au contrat et d'une valeur estimative de 60,000 francs ; que les intérêts des années 1884 et 1885 ont été inutilement réclamés par la créancière ; qu'un tiers créancier, le sieur Dallery, a fait à cette époque pratiquer une saisie sur les immeubles de l'épouse Fasquelle ; que la vente de ces immeubles n'a pas dépassé le prix de 18,705 fr. ; que les époux Pourre-Delpierre non-seulement n'ont pas trouvé dans ce prix somme suffisante pour couvrir le montant de leur inscription hypothécaire de 23,000 fr. en capital, mais qu'ils sont encore primés sur le montant de l'adjudication par une hypothèque antérieure ; qu'ils ont alors fait assigner

le notaire L.., ou quoique soit, ses héritiers, prétendant que la responsabilité de ce notaire est engagée et qu'il doit être tenu de réparer le préjudice qu'ils ont éprouvé par sa faute ;

Attendu que la responsabilité du notaire est engagée lorsque, quittant le rôle qui lui appartient, il s'entremet dans les actes que passent ses clients, lorsqu'il cesse, par exemple, d'être le rédacteur de la volonté des parties, et prend lui-même l'initiative d'un placement ;

Attendu que le notaire L.. s'est fait l'intermédiaire du prêt ; que, suivant un usage qu'il semble avoir depuis longtemps pratiqué, il a cherché un prêteur qui consentit à prêter, à des conditions déterminées, 23,000 fr. à l'épouse Fasquelle ; qu'il a lui-même déterminé les conditions et les garanties de cet emprunt ; qu'il a précisé que les immeubles à hypothéquer en garantie avaient une valeur de 50,000 fr. sans les constructions ; de 60,000 fr., si l'on y ajoute ces dites constructions, que la somme prêtée devait servir par son intermédiaire à libérer complètement la femme Fasquelle, de telle sorte que le prêteur restât seul inscrit sur l'immeuble ;

Attendu que le prêteur a pu et dû croire à ces garanties qui lui assuraient, pensait-il, le remboursement de l'argent prêtée, et le mettaient à l'abri de toute mauvaise fortune de son débiteur ; que cependant les immeubles saisis et vendus ont produit seulement 18,705 fr., somme inférieure au prix effectué ; que, tout en reconnaissant que la propriété foncière a subi une diminution considérable, il n'est pas possible d'admettre que des immeubles d'une valeur de 50,000 fr., en octobre 1880, sans les bâtiments, et de 60,000, avec ces bâtiments, aient pu éprouver une pareille dépréciation ; que l'estimation du notaire était entachée d'une grande exagération ; que c'est une première faute dont il est responsable ;

Attendu que le notaire a pris inscription pour le prêteur sur les immeubles du débiteur ; qu'il n'est pas contesté que, parmi les parcelles immobilières hypothéquées, le No. 10, une pièce de terre de 1 hectare, 24 ares, 13 centiaires, n'appartenait plus à la femme Fasquelle au moment de la rédaction de l'acte ; que le gage était ainsi diminué sans que le notaire qui, pour s'en assurer, avait seulement à consulter l'état des transcriptions, ait cherché à se renseigner ; que c'est là une faute lourde qui engage sa responsabilité ;

Attendu qu'il avait été convenu que le débiteur devait se libérer par les mains du notaire, désintéresser les créanciers, de telle sorte que le prêteur restât seul inscrit ; qu'il n'en a pas été ainsi ; que le prêteur se trouve primé sur le prix des immeubles par un créancier inscrit avant le prêt et non désintéressé ; que c'est une troisième cause de préjudice, et une nouvelle faute du notaire ;

Attendu, enfin, que L.. se considérait si bien comme responsable du placement qu'il avait ménagé, qu'au mois d'octobre 1881, le service des intérêts éprouvant quelque retard, il déclarait que, si l'épouse Fasquelle ne payait pas ces intérêts, il les servirait lui-même ; que la responsabilité du notaire L... est donc engagée ;

Par ces motifs,

Infirme ;

Dit qu'il a été mal jugé, bien appelé ;

Condamne les héritiers L.. à rembourser aux appelants : 1o. la somme de 23,000 fr., principal de l'obligation du 14 octobre 1880, sous défalcation des sommes touchées de la Caisse des dépôts et consignations selon bordereau délivré en vertu de l'ordre ouvert ; 2o. les intérêts de la dite somme à 5 p. c. par an à partir du 14 octobre 1884 ; 3o. les frais faits pour obtenir le remboursement de la créance, les frais de production à l'ordre ouvert et tous autres ; sous l'offre, par les appelants, de subroger, après paiement, les héritiers L.. dans leurs droits résultant de la production à l'ordre ouvert.

NOTE.—V. conf. sur le principe et l'étendue de la responsabilité du notaire, qui a négocié un emprunt hypothécaire, et sur des applications analogues à celles faites par les arrêts ci-dessus de la Cour de Douai, de ce principe de responsabilité : Trib. civ., Nantes, 28 janvier 1884 (Gaz. Pal. 84.1.827) ; Grenoble, 23 janvier 1884 (Gaz. Pal. 84.1.950) ; Chambéry, 23 juin 1884 (Gaz. Pal. 84.2.551) ; Paris, 11 décembre 1884 (Gaz. Pal. 85.1.643) ; Bordeaux 18 novembre 1884 (Gaz. Pal. 85.1.761) ; Cass., 21 octobre 1885 (Gaz. Pal. 85.2.621) ; 25 janvier 1887 (Gaz. Pal. 87.1.287), et les notes.—*Gaz. du Palais.*

THE PARNELL LETTER.

A critical examination of the letter attributed to Mr. Parnell by its internal evidence alone is not favourable to its authenticity. The writer of the body of the letter, evidently a clerk, had undoubtedly, from the crowding of the lines and words at the bottom of the page, set himself the task of filling the first sheet of his paper so as to leave no room for the signature. No well-conditioned secretary or copyist would ever do this in the ordinary course of work, and it was evidently done with an object. The comments of the *Times* on this and other points, did not clear up the suspicion. So far from its being "an obvious precaution to sign upon the back instead of the second page, so that the half-sheet might, if necessary, be torn off and the letter disclaimed," any such device would have been of no value whatever. If the writer wished to suppress the letter he had only to burn it; and to tear it in half so that it might be joined again would be folly, as neither half would be of any value without the other. Again, the erasure in the manuscript is claimed "as undesigned evidence of authenticity," when it has rather the suspicious look of a design to make the letter look genuine or suggests that the writer was writing on paper already signed so that he could not begin over again. The document, in fact, looked very much as if the body of it had been prefixed to a signature given as an autograph or otherwise. Mr. Parnell, however, pronounces the document a forgery—every letter of it—and, by so framing his denial, removes the suspicions suggested by the letter on its face. If the document was forged altogether, there was no object in putting the signature in so unusual a place, so that the matter now turns on a comparison of signatures and any external evidence there may be. The effect of the publication of the letter will only be removed by Mr. Parnell taking proceedings with a view to a judicial inquiry. The most obvious course would be a prosecution for libel. According to the present practice in the Queen's Bench, a criminal information would not be granted, as Mr. Parnell is not an official person, and it was refused in the case of Mr. Plimsoll when a member of Parliament was accused of sending ships to sea to sink. The Director of Public Prosecutions would, however, at once give his fiat for an indictment. If Mr. Parnell distrusts an English jury, the *Times* is published in Ireland, and an indictment, with the permission of the Attorney-General, will lie. Whether or not the British public would in its turn trust an Irish jury, there would at least be a judicial investigation upon which all the world could form its own opinion. Almost the same result would follow an application to the House of Commons for a Committee of Privilege to hear evidence, with managers for and against. For a newspaper to publish a letter showing that a member of Parliament secretly approved what he publicly denied in his place is a breach of privilege; and, although the Parliament sitting in 1882 no longer exists, there are precedents for a succeeding Parliament punishing contempts of a predecessor.—*Law Journal* (London).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 14.

Judicial Abandonments.

Télesphore Delâge *dit* Lavigueur, Coteau Station, May 10.

Curators appointed.

Re Albert P. Benoit.—J. J. Griffith, Sherbrooke, curator, May 6.

Re Louis Odilon Paradis, Sorel.—Kent & Turcotte, Montreal, curator, May 6.

M. R. Spinelli, Montreal.—Kent & Turcotte, Montreal, curator, May 7.

Dividends.

Re Chas. Cadotte.—First and final dividend. A. M. Cassils, Montreal, curator.

Re Henriette Dubeau, milliner and trader.—Dividend. Seath & Daveluy, Montreal, curator.

Re Dame J. E. Vaine, milliner—Dividend. Seath & Daveluy, Montreal, curator.

Re Narcisse Pilotte, Wotton.—Dividend, payable May 31. Kent & Turcotte, Montreal, curator.

Separation as to property.

Cécile Dufour *dite* Latour vs. Tertulien Dagenais, cooper, Montreal, April 28.

Jubilee of the Queen.

June 21, proclaimed as a day of public thanksgiving.