The Legal News.

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The Hon. Francis Godschall Johnson, the new Chief Justice of the Superior Court for this province, is a man who has filled a brilliant part in the history of the country, and of whom our bar and bench have some reason to be proud. Born in England, 1st January, 1817, and educated at Harrow, and subsequently at St. Omer and Bruges, he came out to Canada at the age of 18, and was admitted to the bar in 1839. His elevation to the office of Chief Justice occurs, therefore, after half a century of active and continuous work at the bar and on the bench. With the natural gifts of the orator, with imagination, wit, and pleasing elocution, with a handsome presence and graceful and dignified bearing, it is not surprising that on his admission to the bar, Mr. Johnson speedily became a prominent figure among his confrères, and that his services were especially sought after in cases tried with juries. In 1854, he went to the then Hudson Bay territory, where he was for three years Governor of the settlement and of the district of Assiniboia, in which capacity he rendered valuable and important services. After his return to Montreal, Mr. Johnson was made Crown Prosecutor, an office which he filled with conspicuous ability and energy. In 1865, he was appointed to the bench of the Superior Court, his district being Bedford. Thence he was transferred to Montreal in 1872, and has since continued to discharge the onerous functions of a Judge in this district, besides fulfilling the duties, for some time past, of acting Chief Justice. After a service so long that he has become the senior justice of a bench numbering some thirty judges, his selection as Chief Justice, on a vacancy occurring, was most appropriate, and the bar of Montreal unanimously and strenuously urged the appointment. At the ripe age of 73, time has not dulled the brilliance of his intellectual gifts, nor impaired his capacity for work, and His Honour may reasonably look forward to a long tenure of his new position. We presume that, in accordance with the precedent established, the Chief Justice will receive in due course the honour of knighthood; certainly, the title will in this instance be very fitly conferred.

Excursions into the realm of theology are not very appropriate in a legal brief, and an extravagance of the kind indulged by counsel in *Bardin* v. *Stevenson*, 75 N.Y. 164, quoted by the *Albany Law Journal*, would probably, under our system, be stricken from the record. "It is ever thus," says the author (Mr. James Gibson) "that Providence rules in the affairs of men, presenting to a wicked man an apparent open path to a successful crime, upon which he enters and pursues his object, finding at the end, instead of success, a yawning gulf swallowing him, as did that which swallowed Dathan and Abiram." The brief goes on to quote scripture and poetry, and finally dips into fiction, winding up with some good philosophy from Wilkie Collins: "It is impossible to do a secret evil work—it *will* be revealed—throw it in the sea, the water casts it up—bury it in the earth, and the earth holds it till examined, and then tells the tale." After all this rhetoric our readers will not be surprised to learn that the Court was not with Mr. Gibson.

The *Canada Gazette*, of Dec. 14, proclaims a very long list of barristers of Ontario, who have been appointed Her Majesty's Counsel. We presume that this is to be followed by an equally long list for the province of Quebec. The Ontario list, which numbers 47, is as follows: — James Robert Gowan, Barrie. James Henry Flock, London. Rupert Mearse Wells, Toronto. Ward Hamilton Bowlby, Berlin. Nicol Kingsmill, Toronto. Alexander John Cattanach, Toronto. Huson William Munro Murray, Toronto. Joseph Deacon, Brockville. Duncan McMillan, London. John Davidson, Goderich. James Edward Farewell, Whitby. Alexander Millar, Berlin. Nicholas Murphy, Toronto. George Moncrieff, Petrolia. Robert Vashan Rogers, Kingston. Arthur Ratcliffe Boswell, Toronto, John Burnham, Peterboro. William Henry

Walker, Ottawa. David Hiram Preston, Napanee. Henry William Christian Meyer, Wingham. Joseph Jamieson, Almonte. Joseph Harry Ferguson, Toronto. Frederick John French, Prescott. Archibald Henry Macdonald, Guelph. Thomas Dawson Delamere, Toronto. Francis Arnoldi, Toronto. George Langrish Tizard, Oakville. William Frederick Walker, Hamilton. James Muir, Fergus. William Robert White, Pembroke. James McPherson Reeve, Toronto. Joseph James Gormully, Ottawa. Colin George Snider, Cayuga. Adam Rutherford Creelman, Toronto. Francis Edward Philip Pepler, Barrie. Nelson Gordon Bigelow, Toronto. Alexander Ferguson, Ottawa. Denis Ambrose O'Sullivan, Toronto. Albert Romain-Lewis, Port Arthur. James Leitch, Cornwall. William Hall Kingston, Mount Forest. James Scott Fullerton, Toronto. Alfred Henry Marsh, Toronto. George Tait Blackstock, Toronto. John Austin Worrell, Toronto. Edward Sydney Smith, St. Mary's. Alphonso Basil Klein, Walkerton.

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*COURT OF QUEEN'S BENCH — MONTREAL.**

Transfer of debt—Signification—Appeal involving costs only.

Held:—1. That service of action is not equivalent to signification of the transfer on which the action is based, and which is alleged in the declaration; and that a transferee has no right of action against the debtor before signification of a transfer not accepted by him.

2. That where the Court below enunciates an erroneous principle in the adjudication of costs, the Court of Appeal will reverse the decision though the appeal involves costs only.—*Prowse & Nicholson*, Dorion, Ch. J., Cross, Church, Bossé, JJ., Jan. 23, 1889.

SUPERIOR COURT—MONTREAL.†

Railway—Expropriation—2 R.S.C. ch. 109, s. 8, s.s. 33, 36, 37—Interest.

Held:—That where a railway company obtained possession of land on making a deposit, and the arbitrators subsequently made an award of a sum of money for the value of the land, and "in full payment and "satisfaction of all damages resulting from "the taking and using of the said piece of "land for the purposes of said railway," the Company is liable for interest on the amount of the award only from the date thereof, and not from the date when the Company obtained possession of the land. It will be presumed that the arbitrators included in their award compensation for the Company's occupation of the land prior to the date of the award.—*Reburn* v. *Ontario & Quebec R. Co.*, Tait, J., June 28, 1889.

Costs—Taxation of Counsel fee on Commission Rogatoire.

Held:—That a fee paid to counsel for examining witnesses under an open commission issued from the Superior Court to a foreign country, cannot be taxed against the losing party as costs in the case. The only fee established by the tariff as regards the examination of witnesses on *Commissions rogatoires* is fixed by No. 80, and allows $2 to the attorneys of record for the examination and cross-examination of each witness.—*Young* v. *Accident Insurance Co. of N.A.*, de Lorimier, J., Oct. 15, 1889.

Injury resulting in death—Claim of widow—Prescription—Arts. 1056, 2261, 2262, 2267, C.C.—Verdict—Damages.

The husband of the plaintiff was injured while engaged in his duties as defendant's employee, and the accident resulted in his death about fifteen months afterwards. No action for indemnity was instituted by him during his lifetime. In an action for compensation brought by his widow within one year after his death:

Held:—1. (Würtele, J., *diss.*) That the action of the widow and relations under Art. 1056, C.C., in a case where the person injured has died in consequence of his injuries without having obtained indemnity or satisfaction, is prescribed only by the lapse of a year from the date of death — the fact that prescription had been acquired against the injured party not being equivalent to his "obtaining indemnity or satisfaction" within the meaning of Art. 1056.

* To appear in Montreal Law Reports, 5 Q.B.
† To appear in Montreal Law Reports, 5 S.C.

2. (Taschereau, J., *diss.*) That the prescription of one year under Art. 2262, C.C., applies to all actions for bodily injuries.

3. That it was necessary to plead prescription in this case, the prescription invoked by the defendants at the argument not being one against the plaintiff's action, and not falling under the provisions of Art. 2267, C.C., but being the consequence of another prescription acquired against a third party whose legal representative the plaintiff was not. Further, that the defendants had waived any pretention they might have had to invoke prescription, by their failure to raise the point during a protracted litigation of five years.

4. (Davidson, J., *diss.*) Where on a former trial, the jury awarded the plaintiff $3,000 damages, but the verdict was set aside by the Supreme Court on ground of misdirection, and on the second trial the jury allowed $6,500 damages: that the amount was not so excessive that the Court should set aside the verdict and order a new trial.—*Robinson* v. *C.P.R. Co.*, Taschereau, Würtele, Davidson, JJ., Jan. 31, 1889.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, August 1, 1889.

Present:—THE EARL OF SELBORNE, LORD WATSON, LORD BRAMWELL, LORD HOBHOUSE, SIR RICHARD COUCH.

NORTH SHORE RAILWAY CO. (defendants), appellants, and PION et al. (plaintiffs), respondents.

Navigable river—Riparian owner—Right of access—Obstruction by railway company—Damages—Remedy.

[Continued from p. 399.]

The French case of Rousseray was considered by Mr. Justice Taschereau to be in point to the present; but their Lordships are unable to concur in that opinion. Even if it ought to be assumed (which is far from certain) that the law on which it was decided was in substance identical with the old French law in force in Lower Canada, before the British conquest, that case turned upon considerations which, in their Lordships' judgment, make it irrelevant to the question before them. It was the case of an *opus manufactum*, or pier, projecting into the bed of the River Seine, which a riparian owner had erected under a revocable license from the proper authorities. Those authorities afterwards executed works in the river which obstructed or prevented its use; and it was held that, as they could revoke the license whenever they pleased, the riparian owner had such use by tolerance only, and not right, and that there was no claim for compensation.

Most of the other French authorities cited, and also the case before this tribunal of *Mayor of Montreal* v. *Drummond*, related not to riparian rights, but to the extent to which the owner of a house fronting to a public street could claim compensation from the public authority for the indirect effect upon his convenience, as owner of such house, of obstructions or alterations in the street, made by that authority, at points more or less remote from his frontage. None of them had any tendency to show that if the direct and immediate access to the street from his house had been wholly or in part cut off, so as to take away or substantially diminish his right of *accès* to, or *sortie* from, the house itself, this would not have been a proper subject of indemnity. The contrary was treated as law by the Judicial Committee in *Mayor of Montreal* v. *Drummond*, 1 App. Ca., p. 406, and *Bell* v. *Corporation of Quebec*, 5 App. Ca., pp. 97, 98.

Their Lordships, therefore, concur in the view of the first question in this case taken by the Supreme Court of Canada. It remains to be considered whether the respondents' action was properly brought. That depends mainly upon the provisions of the Quebec Railway Consolidation Act of 1880.

The provisions and structure of that Act are too widely different from those of the English Lands Clauses and Railway Clauses Consolidation Acts to enable their Lordships to derive aid from the cases which have been decided upon those English Acts. In the English Acts, special and separate provision is made for lands not taken, but injuriously affected, and the procedure for obtaining compensation, applicable both to

lands taken and to lands injuriously affected, is defined so as to enable the land-owner, as well as the company, to take, or to cause to be taken, in all cases, the necessary steps for that purpose. But in the Quebec Act of 1880, this is not so.

That Act throws upon the company, in all cases, the obligation of depositing maps and plans, and, till these are deposited, the railway is not to be proceeded with. Of this, when it is done, notice must be given in certain newspapers, and then, after one month, the company (under sect. 9, sub-sect. 11) may apply to the owners of lands or to parties empowered to sell lands, "or "interested in lands which may suffer "damage from the taking of materials or the "exercise of any of the powers granted to "the railway;" and thereupon agreements may be made between them "touching the "said lands, or the compensation to be paid "for the same, or for the damages, or as to "the mode in which such compensation "shall be ascertained;" and if the parties differ, then all questions which arise between them shall be settled, as provided in the following sub-sections of clause 9.

Of these, it is only necessary to refer to four: the first of which (sub-sec. 12) provides, that the deposit of the map and plans shall be deemed a general notice to all parties of the lands which will be required for the railway and works; the second (sub-sect. 13), that a special notice, to be served upon the land owner, shall contain an offer on the part of the company of what they deem a fair compensation "for such lands, or for such damages," and the nomination of an arbitrator to act for the company, if the offer is not accepted; and such notice is to be accompanied by the certificate of a sworn surveyor of the Province that the sum offered is, in his opinion, a fair remuneration for the land and for the damages caused. Then follow clauses regulating the procedure by arbitration, when the company's offer has been made and is not accepted, and enabling the arbitrators to award a sum of money or annual rent. Then comes sub-sect. 28; providing that "upon payment or legal "tender of the compensation or annual rent "awarded or agreed upon to the party entitled to receive the same, or upon the "deposit in Court of the amount of such "compensation in the manner after mentioned, the award or agreement shall vest "in the company the power forthwith to "take possession of the lands, or to exercise "the right, or to do the thing, for which "such compensation or annual rent has "been awarded or agreed upon;" with power for a Judge to give effect to the right so vested in the company, in case of resistance or forcible opposition.

These provisions all depend upon the original notice required to be given by the company; and the landowner is not expressly authorized to take any step himself in default of the proper procedure by the company, except (by sub-sect. 37) in three specified cases, which do not include the simple case of damage to land not taken or used, by the exercise of the powers granted to the company. That sub-section is in these words:—"If the company has taken "possession of any land, or performs any "work thereon, or has removed materials "therefrom, without the amount of compensation having been agreed upon or determined by arbitration, the owner of the "land, or his representative, may himself "cause the valuation of the land, or of the "materials taken, to be made, without prejudice to other legal recourse, if possession "has been taken without his consent."

Upon consideration of these provisions, their Lordships think it clear that no authority was given, or intended to be given, to the Railway Company to exercise its powers in such a manner as to inflict substantial damage upon land not taken, without compensation.

The appellant company, although its maps and plans were duly deposited, never made the application to the respondents contemplated and authorized by section 9, subsection 11, and never gave them any notice, or made them any offer, or named an arbitrator, as required by sub-section 13. No compensation for the damage done to the respondents' land was awarded or agreed upon, and (of course) no payment, tender, or deposit of such compensation was made.

The effect of provisions similar to those of

the Quebec Act of 1880, was lately considered by the Judicial Committee in the case of the *Corporation of Parkdale* v. *West*, (12 App. Ca., p. 602). In that case certain railway companies had lowered the roadway of a public street in front of the plaintiff's property at Toronto, so as to deprive him of the access to the street which he had previously enjoyed; and it was held to be a condition precedent of the right to exercise, as against him, the powers of the Act, that the company should have taken the prescribed means of ascertaining the compensation due the plaintiff, and have paid, tendered, or deposited the amount of such compensation, which they had not done; and under those circumstances, the execution of the work was held to be unlawful, and to give the plaintiff a right of action for damages. The nature of the injury done in the present case was similar, with the difference only that there the access obstructed was to a street, here to a river. In both cases alike, the damage to the plaintiff's property was a necessary, patent, and obvious consequence of the execution of the work.

That authority appears to their Lordships to be in point, unless there is some sufficient reason why they should not follow it. It has been suggested that it is in conflict with an earlier decision of this tribunal, in *Jones* v. *Stanstead Railway Company* (L.R., 4 P.C., p. 98), and that the point did not require determination in the Parkdale case, in which no maps or plans had been deposited, and the execution of the works of the Railway Companies was, on that ground, clearly *ultra vires*.

The Lords of the Committee who decided the Parkdale case thought the decision reconcileable with *Jones* v. *Stanstead Railway Co.*; and, although it is true that the other ground mentioned might have been sufficient to dispose of that appeal, both points were taken in the argument, and the judgment was pronounced upon both. The words of section 9, sub-sections 11 and 28, of the Act by which the present case must be governed, are the same as those of the corresponding Act on which the Parkdale case depended; they deal, *uno flatu*, with compensation for land taken, and for damage to land not taken; and it cannot be denied that their natural *primâ facie* import is to make the ascertainment, and payment, tender, or deposit of compensation a condition precedent of "*vesting in the Company the power*," in the one case to take "possession of the land," and in the other to "exercise the right, or "to do the thing for which the compensation "shall have been awarded or agreed upon." Their Lordships find it very difficult to say that these words operate as a condition precedent in the one case but not in the other, at least when the damage to land not taken is (as in the present and in the Parkdale case) a necessary, patent and obvious consequence of the construction of the works. It may well be that if the statute gives a right to compensation for damage of a different kind, which, at the time when the company had to give its notices and take the other necessary steps to enable it to execute its works, could not be foreseen, a different rule must be applicable, by necessary implication from the provisions, on the one hand entitling the landowner to compensation, and authorizing, on the other, the construction of the works. It could not be meant, in such a case, to nullify those provisions, against either the landowner or the company, by making them dependent upon impossible conditions. But it does not follow that conditions, precedent according to their natural import, should not be held to be such as to all those matters to which their application, as conditions precedent, is reasonably practicable.

This does not appear to their Lordships to be contrary to anything really decided in the case of *Jones* v. *Stanstead Railway Co.* The Judicial Committee had to deal in that case with a claim of the same kind which the House of Lords, *in re Hammersmith Railway Co.* v. *Brand*, determined to be incompetent under the English Acts; a claim to compensation for deterioration in value of a bridge over the river Richelieu belonging to the plaintiff, by reason of the company having carried their railway across that river by another bridge near the plaintiff's. "This injurious effect" (said their Lordships) "does not arise necessarily from the construc-

tion of the bridge, but may do so from the use of it; and it is apparent that if the railway had never been completed, or if no disturbance had taken place by its carrying traffic which otherwise would have come to his bridge, the appellant would not have been injuriously affected, or entitled to compensation at all" (L. R., 4 P. C., p. 120).

It might well have been determined in that case, upon the principle of the *Hammersmith Railway Co.* v. *Brand*, (for their Lordships thought the English authorities in point) that the plaintiff had no right to compensation. But there was another English authority of the *Queen* v. *Cambrian Railway Co.*, afterwards overruled, (see L. R., 6 Q. B. 422, and 2 Q. B. Div. 224), which induced them to assume, for the purposes of their judgment, that the claim to compensation might possibly be capable of being maintained. The principle on which they proceeded was, that the ascertainment and payment or tender of compensation, before executing the works, could not reasonably be held, on the construction of the statute under which that railway was made, to be a condition precedent, in cases in which "injuries might happen subsequently to the building of the railway, and as an unforeseen consequence of the works." "It is not reasonable," they said, "to suppose that the Legislature intended that the company should, *in cases like these*, be subject to actions as wrong-doers, and to the legal liability of having their works stopped, because compensation had not been first made to all persons injuriously affected by the consequences of their operations" (L. R., 4 P. C., pp. 119, 120). They thought, however, that the condition (expressed in the same terms as those of the Quebec Act of 1880) might properly be held precedent as to the taking of lands for making the railway. If so, it is difficult to deny to the same words, used *uno flatu* as to the taking of lands, and as to the exercise of powers causing damage to lands not taken, the same operation and effect, as far as the nature of the case will allow. It is true, that there are expressions in the judgment delivered in *Jones* v. *Stanstead Railway Co.* which might seem to restrict the condition precedent to lands taken, as distinguished from lands injuriously affected. But their Lordships are not satisfied that it was intended to lay down a proposition wider than that necessary for the particular case.

Their Lordships will, in the present case, advise Her Majesty to act upon the more recent decision of this tribunal; the consequence of which is that they must hold this action to have been properly brought, on the ground that the appellants did not take the steps necessary, under the Act of 1880, to "vest" in them "the power to exercise the right, or do the thing," for which, if those steps had been duly taken, compensation would have been due to the respondents under the Act. This relieves their Lordships from the necessity of considering whether, if the condition were not precedent, when the company have failed to do what they ought to have done, in order to have the amount of compensation settled under those provisions of the Act which they alone can put in force, and in a case to which sect. 9, sub-sect. 37, is not applicable, the landowner to whom indemnity is due would be bound, instead of bringing an action, to proceed by way of *mandamus* to the company to give notice, make an offer, and appoint an arbitrator, with a view to arbitration under the Act,—a point on which there are observations at the end of the judgment in *Jones* v. *Stanstead Railway Co.*, which ought not, in their Lordships' opinion, to be held conclusive, if that question should hereafter arise. It is also unnecessary to consider whether the objection "that the only remedy the appellants had was by arbitration, under the statute, and not by action," was taken in sufficient time.

Their Lordships do not in this case proceed upon the assumption that the consent of the Lieutenant-Governor and Council of Quebec was not duly given to the use made by the Railway Compony of the foreshore of the river St. Charles for the construction of their works. If it were necessary to determine that point, the facts would appear to their Lordships rather to justify the presumption, that all necessary consents of all the public authorities of the Province were given; and any other view would seem to be inconsistent with the first recital in the

judgment restored and affirmed by the Supreme Court.

A demolition of the company's works not having been ordered, it appears to their Lordships (as it did in the Parkdale case) that it was proper to give damages as for a permanent injury to the plaintiffs' land.

The result of their Lordships' judgment is that they will humbly advise Her Majesty to affirm the decision of the Supreme Court, and to dismiss this appeal, with costs.

Appeal dismissed.

Sir Horace Davey, Q.C., Hon. A. Lacoste, Q.C., and *McLeod Fullerton*, for appellants.

Bompas, Q.C., Hon. F. Langelier, Q.C., and *F. C. Gore*, for respondents.

COUR DE POLICE.

MONTRÉAL, novembre 1889.

Présent: M. C. DESNOYERS, J. S. P.

LAMBE v. JOLIN.

Loi des licenses de Québec—Commis ou serviteur —Responsabilité.

JUGÉ :—*Que le commis ou serviteur qui détaille de la liqueur enivrante dans l'établissement non licencié de son maître, est passible personnellement de la pénalité imposée par le statut.*

PER CURIAM :—

Le poursuivant a prouvé que le cinq novembre courant, le défendeur a vendu trois verres de whiskey, quinze cents, dans la place de commerce, rue St. Laurent, cité de Montréal, étant un établissement non licencié.

Le défendeur a prouvé par Octavie Féher que cette dernière était locataire du dit établissement et faisait elle-même le commerce ; que le défendeur était son commis, agissait pour elle, et que les profits provenant de la vente de la liqueur étaient à elle.

Il est aussi prouvé que le défendeur et la femme Féher vivaient ensemble comme mari et femme, et que la femme Féher est déjà sous sentence pour avoir elle-même vendu de la liqueur dans le même établissement.

Dans ces circonstances, le témoignage de la femme Féher doit être reçu avec circonspection.

La présomption est toujours que le mari ou le prétendu mari est le maître ; et cette femme étant déjà emprisonnée pourrait bien assumer l'offense du défendeur qu'elle pourrait purger en même temps que la sienne propre.

De plus, l'article 1043 de la loi des licences de Québec rend le mari solidaire de l'offense de sa femme s'il vit avec elle. Il serait immoral de déclarer que le concubinaire restera indemne de cette offense, tandis que le mari pourrait être poursuivi et condamné de la même manière que s'il s'était rendu lui-même coupable de la contravention.

Mais en admettant qu'elle même aurait été propriétaire de l'établissement, le défendeur serait encore responsable de la pénalité comme elle, vu qu'il a lui-même fait la vente et livraison.

La section 12 de l'acte des convictions sommaires dit: Que quiconque aide à la commission d'une infraction poursuivable sommairement, peut être poursuivi et condamné pour telle infraction.

En matière de délit, les accessoires sont traités comme principaux. Dans une cause, *Commonwealth* v. *Hadley*, jugée par la Cour Suprême de l'Etat du Massachusetts et rapportée dans le 11e Vol. des rapports de Metcalfe, page 66, il a été décidé qu'un individu accusé d'avoir vendu de la boisson sans licence est passible de la pénalité imposée par le statut, malgré qu'il ne fut, ni propriétaire, ni locataire de la maison dans laquelle la vente a été faite, et malgré qu'il ne fut qu'un agent salarié ou commis de *bar* sans aucun intérêt dans le profit provenant de la vente, et qu'il eût agi en la présence, et sous le contrôle du maître de cette maison, lequel maître n'était pas lui-même licencié.

En rendant ce jugement, le juge en chef Shaw disait: "L'intention de la loi est de prévenir les désordres, les bris de paix, les émeutes, le paupérisme et le crime qui résulteraient d'une grande facilité à se procurer de la liqueur enivrante en petite quantité, et c'est pour cela qu'elle en dé-

fend la vente par des personnes désordonnées, non qualifiées, ou non licenciées.

Si celui qui vend effectivement pouvait s'excuser en montrant qu'il vend pour un autre, la loi deviendrait illusoire : une personne ne vivant pas dans la juridiction pourrait employer des commis pour tenir une maison d'entretien public, et il n'y aurait aucun moyen de prévenir les désordres qui pourraient en résulter. Ce savant juge disait de plus que le commis ou agent est également responsable, quand même il aurait ainsi vendu en la présence et sous le contrôle de son maître, et à l'appui de son assertion il citait "Blackstone's Commentaries," vol. I, pp. 429 et 430 : "Si un serviteur commet une offense (*trespass*) par l'ordre ou l'encouragement de son maître, ce dernier sera coupable de cette offense malgré que le serviteur n'en soit pas par là excusé, car il ne doit obéir à son maître qu'en matière juste et légitime," et aussi "Dane's Abridgment," p. 316 : "L'ordre d'un supérieur de faire du tort à quelqu'un n'excuse l'inférieur que dans le cas de l'épouse. Ainsi le serviteur n'est obligé d'écouter que les ordres justes et légitimes de son supérieur."

Jugement pour le poursuivant, $95 et les frais, ou trois mois de prison.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 14.

Judicial Abandonments.

Clovis Arcand, wheelwright, Portneuf, Dec. 6.

George Bergeron, trader, Montreal, Dec. 2.

Edward Fanning, jr., doing business under the name of McShane Bros. & Co., butcher, Montreal, Dec. 10.

Hormisdas Gendron, formerly a trader of St. Dominique, now brakesman of St. Hyacinthe, Dec. 4.

E. Massicotte & frère, traders, Montreal, Dec. 7.

Emery Phaneuf, parish of St. Hugues, Dec. 5.

Curators appointed.

Re Gédéon Beauchesne, Scotstown.—J. P. Royer. Sherbrooke, curator, Dec. 9.

Re P. G. Brassard.—Kent & Turcotte, Montreal, joint-curator, Dec. 10.

Re George E. Campbell et al. (Windsor Creamery Co.).—Millier & Griffith, Sherbrooke, joint-curator, Dec. 9.

Re C. N. Falardeau, trader, l'Ancienne Lorette.—H. A. Bedard, Quebec, curator, Dec. 6.

Re J. A. Josephson, Montreal.—Kent & Turcotte, Montreal, joint-curator, Dec. 10.

Re F. X. Lamothe, Upton.—Joseph Morin, St. Hyacinthe, curator. Dec. 6.

Re L. A. Lavallée, Berthierville.—Kent & Turcotte, Montreal, joint-curator, Dec. 9.

Re Prevost, Prevost & Co., Montreal.—Kent & Turcotte, Montreal, joint-curator, Dec. 7.

Re J. O. Skroder et al.—G. E. A. Jones, Quebec, curator, Dec. 6.

Re Wm. Silverstone, an absentee.—Kent & Turcotte. Montreal, joint-curator, Dec. 11.

Dividends.

Re Wilfrid Brière, Ste. Monique.—First and final dividend, payable Jan. 3, 1890, Kent & Turcotte, Montreal, joint-curator.

Re Buisson & Co., Three Rivers.—First dividend, payable Jan. 3, Kent & Turcotte, Montreal, curator.

Re D. Campbell & Son.—First dividend, A. F. Riddell, Montreal, curator.

Re F. A. Chagnon.—First and final dividend, payable Dec. 24, Bilodeau & Renaud, Montreal, joint-curator.

Re Collette, Decary & Co.—Second and final dividend, payable Jan. 2, 1890, C. Desmarteau, Montreal, curator.

Re Thomas Connolly.—First and final dividend, payable Dec. 31, C. Desmarteau, Montreal, curator.

Re Cyprien & Edouard Dessaint dit St. Pierre, Ste. Hélène.—First and final dividend, payable Dec. 30, P. Dessaint, Ste. Hélène de Kamouraska, curator.

Re F. J. Hébert, Granby.—First and final dividend, payable Jan. 3, 1890, Kent & Turcotte, Montreal, joint-curator.

Re P. W. & E. Huot, Montreal.—First dividend, payable Jan. 3, 1890, Kent & Turcotte, Montreal, joint-curator.

Re Benjamin Hugman, Montreal.—First dividend (35c.), payable Dec. 26, J. McD. Hains, Montreal, curator.

Re Lanthier & Co., Montreal.—First dividend, payable Jan. 3, 1890, Kent & Turcotte, Montreal, joint-curator.

Re J. Bte. Legault.—First and final dividend, payable Dec. 28, at office of Mutchmor, Gordon & Co., Ottawa.

Re Martin, Granger & Co., Montreal.—First dividend, payable Jan. 3, 1890, Kent & Turcotte, Montreal, joint-curator.

Re Soucy & Duperré, saddlers, Quebec.—Second and final dividend, payable Dec. 30, H. A. Bedard, Quebec, curator.

Separation as to Property.

Marie Elisa Théroux vs. Charles Cléophas Bernier, advocate, Arthabaskaville, Dec. 12.

GENERAL NOTES.

A SHARP RETORT.—During the trial of a case, a counsel made use of the expression : "Cast not your pearls before swine." Subsequently as he rose to make the argument, the judge facetiously remarked : "Be careful, Mr. S., not to cast your pearls before swine." "Don't be alarmed, your honor, I am about to address the jury, not the court."—*Irish Times.*