The Legal News.

Vol. XII. MARCH 9, 1889. No. 10.

There appearing to be no prospect of the ratification of the Extradition Treaty, Mr. Weldon has introduced a bill in the Commons, which would authorize the Minister of Justice to issue his warrant for the surrender of fugitive offenders charged with any crime mentioned in the schedule annexed to the bill. This schedule is extremely comprehensive, including larceny, embezzlement, perjury, etc. The Imperial Parliament, probably, should make the first move in a matter like this, but there seems to be no urgent reason why one country should refuse to give up fugitive embezzlers and thieves merely because its neighbour will not reciprocate. A commission appointed ten years ago in England, and which included the late Lord Cockburn, Lord Blackburn, the present Master of the Rolls, and Mr. Justice Stephen, reported as follows:—"We would suggest that extradition treaties with other states, which appear to be practically of use only for the purpose of ensuring reciprocity, should no longer be held to be indispensable, and that, while the power in the Crown of entering into extradition treaties with other nations, as now existing by statute, should be still retained, statutory power should be given to the proper authorities to deliver up fugitive criminals whose surrender is asked for, irrespectively of the existence of any treaty between this country and the state against whose law the offence has been committed. It is as much to our advantage that such criminals should be punished, and that we should get rid of them, as it is to that of the foreign state that they should be brought within the reach of its law."

In fulfilment of the promise made in the speech from the Throne, the Minister of Justice has introduced a bill, containing 99 sections, relating to bills of exchange, cheques, and promissory notes. The bill is principally the codification of the existing law relating to bills, cheques and promissory notes. The changes which are made in the law on these subjects are in the direction of making it uniform with the English statute law. The changes thus made will render our law similar to the English law, except in two or three unimportant particulars, the principal of which is the preservation of the present system of payment when the last day of grace falls on a Sunday or statutory holiday. Our existing provision is that in such a case, the bill or note shall be payable on the following day, while under the English statute it is payable the preceding day. In that respect, the bill proposes to continue the present system.

Hon. Mr. Abbott has introduced a short bill of three sections relating to bills of lading. The preamble sets out that "whereas by the custom of merchants, a bill of lading of goods being transferable by endorsement the property in the goods may thereby pass to the endorsee, but nevertheless all rights in respect of the contract contained in the bill of lading continue in the original shipper or owner, and it is expedient that such rights should pass with the property: And whereas it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board, and it is proper that such bills of lading in the hands of a *bona fide* holder for value should not be questioned by the master or other person signing the same, on the ground of the goods not having been laden as aforesaid." By the first section, "every consignee of goods named in a bill of lading, and every endorsee of a bill of lading to whom the property in the goods therein mentioned passes upon or by reason of such consignment or endorsement, shall have and be vested with all such rights of action and be subject to all such liabilities in respect of such goods as if the contract contained in the bill of lading had been made with himself." By sect. 2 certain rights are saved:—"Nothing in this Act contained shall prejudice or affect any right of stoppage *in transitu*, or any right of an unpaid vendor under the Civil Code of Lower Canada, or any right to claim freight against the original shipper or owner,

or any liability of the consignee or endorsee by reason or in consequence of his being such consignee or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement." The last section makes the bill of lading evidence of shipment: — "Every bill of lading in the hands of a consignee or endorsee for valuable consideration representing goods to have been shipped on board a vessel or train, shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the bill of lading has actual notice, at the time of receiving the same, that the goods had not in fact been laden on board, or unless such bill of lading has a stipulation to the contrary: Provided, that the master or other person so signing may exonerate himself in respect of such misrepresentation, by showing that it was caused without any default on his part, and wholly by the fault of the shipper, or of the holder, or of some person under whom the holder claims."

NEW PUBLICATION.

MANUEL DE DROIT PARLEMENTAIRE, ou Cours Elémentaire de Droit Constitutionnel, by P. B. Mignault, Advocate, Montreal; A. Périard, Publisher.

There is hardly any place in the world, where, in proportion to population, a greater number of legal publications issue from the press than in the province of Quebec. With editions of Codes, Indexes and Digests the profession have certainly been amply supplied. Mr. Mignault, in his *Manuel de Droit Parlementaire*, has taken a more ambitious flight, and produced a work which will attract some attention. It seems to be admirably adapted to give the student a clear idea of of our constitution and parliamentary system and procedure. The work is divided into three parts: the English constitution, the Canadian constitution, and parliamentary procedure. Mr. Mignault's style is conspicuously clear and attractive, and makes the task of the reader a pleasure. The work is printed in legible type, and is otherwise handsomely brought out.

SUPREME COURT OF CANADA.

OTTAWA, Nov. 17, 1888.

New Brunswick.]

LEWIN v. HOWE.

Mortgagor and Mortgagee — Foreclosure — Sale subject to lease—Lease of mortgaged lands without assent of mortgagee.

In a foreclosure suit, the judge in equity, of New Brunswick, directed the mortgaged premises to be sold subject to a lease to one of the defendants made after the execution of the mortgage, and without the consent of the mortgagee.

On appeal to the Supreme Court of Canada:

Held:—That the decree was bad in directing the lands to be sold subject to said lease, and the case should be sent back to the judge in equity for a decree directing a sale of the mortgaged premises generally.

Appeal allowed.

Weldon, Q.C., and *Gormully* for Appellants.

C. A. Palmer for Respondents.

OTTAWA, Feb. 8, 1889.

Manitoba.]

MANITOBA MORTGAGE CO. v. THE BANK OF MONTREAL.

Partnership — Buying and selling lands on speculation—Lands considered in equity as personalty—Cheque —Payable to order of three—Indorsed by one—Right of bank to pay—Acquiescence by drawer—Monthly statements.

R., K., and M. formed a partnership for the purpose of buying and selling lands on speculation. R. held a power of attorney from M. authorizing him to buy, sell and mortgage, and use M's name in so doing. R. negotiated a loan with the Manitoba Mortgage Company, and assigned as security certain mortgages given to the three partners, and executed the assignments in M's name as attorney. A cheque for the amount of the loan was drawn by the Mortgage Company, payable to the order of R., K., and M., which cheque was delivered to R. who endorsed it in his own name and as attorney for the other payees, and received the cash. M. afterwards successfully defended a suit by the Mortgage Company on the covenants in the assignments of mortgage, his defence being that he had received no benefit from

the proceeds of the cheque given to R. The Company then sued the bank on which the cheque was drawn for the amount of the same as an unpaid balance of his deposit in said bank.

Held:—1. That lands acquired by partners engaged in buying and selling lands on speculation are, in equity, considered as personalty, and may be so dealt with by the partners.

2. That from the nature of the business, R. had power to effect the loan and make an equitable assignment of the mortgages which a court of equity would compel the other partners to clothe with the legal estate.

3. That R. having such power, and having a right to receive cash for the loan, could use the names of his partners in indorsing the cheque, and the bank was justified in assuming that he did so for the purposes of the partnership business, and in paying it on such indorsement.

Held, also, that the Company having for two years, received monthly statements from the bank in which the cheque so paid affected his balance on deposit, must be considered to have acquiesced in the payment, R. having failed in the meantime and the position of the bank as to recourse against him being altered for the worse.

Appeal dismissed.

Ewart, Q.C., for the Appellants.
Robinson, Q.C., for the Respondents.

Quebec.]

MUIR v. CARTER.

Appeal—Matter in Controversy—Bank Shares—Actual value—Opposition—Shares held "in trust"—Substitution—Res judicata.

In this case the appeal arose out of an opposition filed by the appellant to the seizure of thirty-three shares of Molsons Bank stock, part of a larger number seized under a writ of execution to levy $31,125 and interest pursuant to a judgment obtained in a suit of *Carter* v. *Molson*. The par value of the stock was $50 per share, equal to $1,650, but it was shown by affidavit, to the satisfaction of the learned chief justice of the Court of Queen's Bench of the Province of Quebec, that at the time the opposition was filed and the appeal brought, the shares were worth $2,500. The chief justice therefore allowed the appeal.

On a motion to quash for want of jurisdiction, on the ground that the value of the matter in controversy did not amount to $2,000:

Held:—That under section 29 of the Supreme and Exchequer Courts Act the sum or value of the matter in controversy determined the right to appeal, and such value was the actual value of the shares, which was properly established by an affidavit to be over $2,000.

TASCHEREAU, J., dissented on the ground that the right to appeal was governed by the statutory value of the shares, $50 per share, and not by their market value.

The appellant, as curator to the substitution created by the will of the late Hon. John Molson, by his opposition claimed that the shares seized are the property of the substitution. The respondent contested the opposition, pleading *chose jugée*, and that the stock never belonged to the substitution.

At the trial it was proved that the shares had been purchased when A. Molson was solvent with moneys belonging to the substitution, and had been entered in the books of the bank as shares belonging to "A. Molson, Esq., in trust"; that he subsequently dealt with them as his own property and pledged them, but that at the time of the seizure, the shares had been re-transferred to the account of "A. Molson, in trust for E.A.M. *et al.*"

It was also admitted that the interest on these shares had been previously seized and that, upon an opposition filed by A. Molson as institute under the will, and upon petitions to intervene filed by E.A.M. and E.A.M. *et al.* claiming that the interest being interest on shares forming part of 640 shares belonging to the estate of the late Hon. J. Molson, and was not arrestable for A. Molson's debts, the Privy Council dismissed the opposition and rejected the petitions to intervene, but stated that anything decided with regard to the validity of the substitutions would not be binding upon the petitioners as *res judicata* —*Carter* v. *Molson*, 10 App. Cas. 674.

On appeal to the Supreme Court it was

Held, reversing the judgment of the courts

below, that the plea of *res judicata* was not available.

2. That the words "in trust" import an interest in somebody else, and that the evidence clearly establishes that the present appellant as curator to the substitution is the owner of the corpus of the shares in question.

Sweeny v. *Bank of Montreal* (12 App. Cas. 617) followed.

Appeal allowed with costs.

Laflamme, Q.C., for Appellants.
H. Abbott, Q.C., for Respondent.

Quebec.]

DANSEREAU v. BELLEMARE.

Patent— Carriage-tops — Combination of elements—Novelty.

In an action for damages for the infringement of a patent called "Dansereau's Carriage Tops," consisting in the combination of a carriage-top made in folding sections as described in the specifications with posts arranged to turn down, the defendant (D.) present appellant, pleaded *inter alia* that there was no novelty, and that the invention was well-known and had been in use for a considerable time. At the trial, after considerable evidence had been given for both parties, the Judge appointed two experts to examine and compare the carriage tops of four carriages made by D., and alleged by B. to be infringements on his patent, and also to examine the carriage top of one carriage in the possession of one C.A.D. alleged to be made on the same principle as B's invention, and to have been in use long prior to B's patent. One of the experts, a solicitor of patents, reported in favour of B's invention, showing the difference between B's carriage and C.A.D. and in what consists the improvement. The other, a carriage maker, reported that B's carriage was an improvement on C.A.D's carriage, but both agreed that D's carriages were infringements of B's patent. The judge awarded respondent $100 damages and enjoined D. not to manufacture or sell carriages in infringement of B's patent.

On appeal to the Court of Queen's Bench (appeal side) that Court held that the patent for the infringement of which the respondent seeks by his action to recover damages from D. discloses no new patentable invention or discovery.

On appeal to the Supreme Court of Canada it was

Held, reversing the judgment of the court below,—Ritchie, C.J., and Gwynne, J., dissenting, that the combination was not previously in use and was a patentable invention.

Appeal allowed with costs.

Geoffrion, Q.C., for Appellant.
St. Pierre, Q.C., for Respondent.

Quebec.]

GILBERT v. GILMAN.

Appeal—Payments by instalments—Rights in future—Supreme and Exchequer Courts Act, Sec. 29, Seb-sec. "b."

A judgment of the Court of Queen's Bench for Lower Canada (appeal side) in an action for $1339.36, being for the balance of one of the money payments which the defendant was to pay to the plaintiff every year so long as certain security given by the plaintiff for the defendant remained in the hands of the government, is not appealable. The words "where the rights in future might be bound" in sub-section "*b*" of section 29 of the Supreme and Exchequer Courts Act, relate only to "such like matters" as are previously mentioned in said sub-section.

Appeal quashed with costs.

C. Robinson, Q.C., *Archibald, Q.C.* } for Appellants.
Irvine, Q.C., for Respondent.

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*COURT OF QUEEN'S BENCH— MONTREAL.**

Pleading—Evidence—Art. 144, C.C.P.

To an action to recover the value of a mare killed on the defendants' line, the defendants pleaded specially that the fences on either side of their railway were good and sufficient; that there was no negligence; and that they had never been put *en demeure* with regard to their fences being out of order. This was followed by a *défense en fait*. In the course of the *enquête* there was evidence which indicated that the locality where the accident occurred was not on the defendants' railway line, but

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

on that of the Grand Trunk Company which controls the defendants' line. On defendants' offering evidence on this point, the Court below maintained the objection to the testimony on the ground that there was no contestation raised as to the road on which the accident occurred.

Held, That the defendants having pleaded specially, without raising any question as to their ownership of the road, the plaintiff was not obliged to prove the truth of an allegation which had not been specially denied, and which must be taken as admitted.—*La Compagnie du Chemin de Fer, etc. & Ste. Marie*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., (Bossé, J. diss.), Dec. 21, 1888.

Action on "bon".—Consideration.

Held, Where a *bon*, made to represent the value of a share in a business purchased by the plaintiff, was endorsed and transferred to the plaintiff by the vendor: that the plaintiff could not sue the vendor on the *bon* while at the same time he retained the share acquired by him in the business, which was represented by the *bon*.—*Cridiford & Bulmer*, Dorion, Ch. J., Monk, Ramsay, Tessier, Cross, JJ., Nov. 20, 1886.

Judgment obtained in fraud of creditors—Insolvent Act—Sale en bloc—Notice—Prescription—Intervention.

John Stephen, in 1865, became an insolvent under the Insolvent Act of 1864. The principal asset was the share to which he would become entitled on the division of his deceased father's estate, which division was not to take place until the youngest child became of age (in 1881). In the meantime the insolvent's share of the revenues accumulated in the hands of the executors, and was at the disposal of his assignee, but was not claimed by him, and remained in the hands of the executors. John Stephen obtained his discharge, and long afterwards, in 1879, made an offer of ten cents on the dollar for his estate. This offer amounted to about $3,000. At this time there was nearly double that amount of accrued revenues in the hands of the executors. The offer was accepted by a resolution of creditors at a meeting which was called without specifying the object in the notice thereof, and creditors who were themselves insolvent attended and voted. An order of the Insolvent Court was obtained on the 17th April, 1879, ordering the assignee to carry out the resolution, and the estate was then re-conveyed to John Stephen, who paid the ten cents out of the accumulated revenues, and retained the surplus. He subsequently, in 1881, sold his share of his father's real estate to his brother George C. Stephen, the appellant, for $5,000. On a petition by a creditor to the Insolvent Court to revoke the judgment of 17th April, 1879, as having been obtained fraudulently, the assignee not having disclosed the true position of the estate:

Held, 1. That the Insolvent Court had jurisdiction to entertain the petition and revoke the judgment of 17th April, 1879, and that an action at law to set aside the sale of the estate was not necessary.

2. That the prescription of one year under Art. 1040, C. C., did not apply, as John Stephen, having obtained his discharge before he purchased the estate, was not a debtor.

3. That the judgment of 17th April, 1879, should be revoked, the resolution of creditors authorizing the sale *en bloc* being illegal, the meeting not having been called in accordance with s. 38 of the Insolvent Act of 1875, and the assignee having concealed the true position of the estate.

4. That the intervention of George C. Stephen was unfounded, his purchase of his brother's share of the real estate not being impugned by the present proceeding.—*Stephen & Hagar*, Dorion, Ch. J., Monk, Ramsay, Tessier, Baby, JJ. (Ramsay, J. *diss.*), Nov. 27, 1885.

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2 R. S., ch. 157, s. 8—Vagrant—Licensed carter soliciting fares near door of hotel.

Held, That a licensed carter who, contrary to a city ordinance, loitered near the entrance to a hotel in the city of Montreal, and solicited passengers for conveyance in his cab, is not a loose, idle, or disorderly person, or a vagrant, within the meaning of 2 R.S. ch. 157, s. 8,—more especially where it is not proved that such loitering obstructed passers-by, or incommoded guests of the hotel.—*Smith* v. *Reginam*, Church, J., Nov. 14, 1888.

Customs Law—Revendication, by importer, of goods retained as forfeited by Collector of Customs—Order for delivery to plaintiff—Security.

HELD:—Where goods were retained by the Collector of Customs as forfeited under the Customs Act, 1883, and the importer seized them in the Collector's hands by process of revendication, that the plaintiff was entitled to an order for the delivery thereof, only on making deposit with the Collector of a sum of money at least equal to the full value of the goods.

Quære, whether, pending a controversy between the importer and the Customs Department, an action of revendication will lie to revendicate goods retained by the Collector as forfeited.—*Semble*, (per CHURCH, J.) that it is not competent for an importer to adopt this proceeding under the circumstances.—*Ryan & Sanche*, Dorion, Ch. J., Tessier, Cross, Baby, Church, JJ., Sept. 20, 1887.

Testamentary Executor—Right to possession of moveables of succession—Art. 918, *C.C.*

HELD:—That the father of minors, legatees under a will, cannot exclude the testamentary executor from the possession of the moveable property of the succession, even for the use of the minors.—*Normandeau & McDonnell*, Dorion, Ch. J., Monk, Ramsay, Cross, Baby, JJ., May 27, 1886.

RESPONSIBILITY OF SECRETARY-TREASURERS.

Jodoin & Archambault, M. L. R., 3 Q. B. 1, is a well-known case with reference to the duties and responsibilities of secretary-treasurers of councils. At the time the report of the case was prepared, we had not received the written opinion (concurring) of Mr. Justice Ramsay, who died shortly after the date of the judgment. We have since found, among the factums of the lamented Judge, an opinion evidently written for publication, though not read at length in court, and as the case is of considerable importance, we think it may be well to insert the notes here, by way of *addendum* to the report above cited.

RAMSAY, J.—This is an action for a penalty of $200 alleged to have been incurred by the Secretary-Treasurer of the Municipal Council of the village of Varennes, for failing to transmit to the Registrar of the county of Verchères a duplicate of the list of electors of the said municipality within the delay fixed by law.

By section 12 of the Quebec Election Act (38 Vic., c. 7) it is enacted that it shall be the duty of the secretary-treasurer, between the 1st and 15th days of March in each year, to make a list in duplicate, in alphabetical order, of all persons who, according to the valuation roll, appear to be electors. Other sections prescribe the forms of such lists and their attestation and publication, and the proceedings, if the secretary-treasurer fails to make the lists as required by law. Section 27 then proceeds to enact that the council *may*, if there is no complaint, examine and correct the lists "within the thirty days *only*, next after the publication given under section 21." "If complaints in writing are produced at the office of the council, under the two following sections, the council *shall* take cognizance thereof, and *shall* decide them within the delay aforesaid." By section 37 it is enacted that "it shall be the duty of the secretary-treasurer, as soon as the list of electors has come into force, to insert at the end of such list, on the duplicates thereof, the certificate set forth in form B." Section 38 then proceeds to say how the duplicates shall be disposed of—one is to be kept in the archives. "The other duplicate shall be transmitted to the registrar of the registration division in which is situated the municipality, within eight days following the day upon which such list shall have come into force, by the secretary-treasurer *or* by the mayor, under a penalty of $200, or of imprisonment of six months in default of payment, against each of them, in case of contravention of this provision."

This provision, which is as wonderful in its conception as in its execution, seems to determine that it shall be separately the duty of two men to do simultaneously what necessarily must be the work of one, yet each is to be punished by separate fine or imprisonment for the failure to perform an act which both cannot do.

Where there are such legislative monstrosities it is not to be a subject of wonder that people who are called upon to obey the law are at a loss what to do, and that courts are unwilling to condemn to heavy penalties those who are, perhaps, not morally open to censure. In the four corners of the Act of the 38th Vic., cap. 7, there is not a line to say that either the mayor or the secretary-treasurer is the custodian of the document each is ordered to send to the registrar. The mayor has not even the semblance of having the custody. The secretary-treasurer has nothing more than the custody ("*Il en a la garde*"), if this document is one of those referred to in art. 156 M. C. From the context it is contended that neither has the control, and that both duplicates are documents belonging to the council. Under these circumstances, the respondent argues that he was prohibited by art. 156 of the Municipal Code from parting with the duplicate. I do not concur in that view. He is charged to do a certain thing with a duplicate. The duplicate is not one of those documents "*produits, déposés et conservés dans le bureau du conseil.*" One *double* is, the other is not. Besides, his doing what the law requires him peremptorily to do by a special statute is no violation of his *garde* under article 156 M. C. It was, however, said that, at all events, the secretary-treasurer cannot be subject to the penalty if it was impossible for him to perform the duty. This general proposition commands my unqualified assent. The obligation to do is invariably subject to possibility, and whether it be liability to a penalty or to damages can make no difference. This is a familiar doctrine of our civil law, and the action before us is of debt. Of course, if we turn to the criminal law, the rule goes still further, for ordinarily there is no crime without intention. "Wilfully," said Mr. Justice Erle, in *R.* v. *Badger*, (6 El. & Bl. 137), "is, in general, equivalent to *knowingly and fraudulently.*"

It seems to me that it is the rule of the civil law which governs in this case, for the penalty is to be recovered "by action of debt," (Sect. 292), and it would render the Act nugatory to say that a paid official was not to be liable for his nonfeasance, on the ground that he did not know his business.

We have, then, to enquire what is the impossibility which he offers as an excuse for delaying the delivery of the duplicate till the 7th May. The only one pleaded is that he had not the permission of the Council to dispossess himself of the duplicate. This appears to me to be untenable. At the argument we were told he could not make the affidavit; but the reason why is not alleged. If he means that there were corrections made and not *paraphé*, this would have been a valid answer, I think. (See sections 32, 34, and the form B.)

I am therefore to reverse.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 23.

Judicial Abandonments.

John Birtch, trader, township of Masham, Feb. 12.

Joseph D'Anjou, trader, St. Fabien, Feb. 15.

J. A. Demers, dry goods, Levis, Feb. 21.

Samuel I. Kelly *et al.*, Joliette, Feb. 18.

Patrick O'Connor, trader, Little Pabos, Feb. 14.

Amanda Vadenais, coach-maker, Iberville, Feb. 16.

Pierre Vallières, boot and shoe dealer, Three Rivers, Feb. 15.

Curators Appointed.

Re Louis Bureau, saddler, Quebec.—A. E. Talbot, Quebec, curator, Feb. 18.

Re W. R. Crepault, trader, Kamouraska.—H. A. Bedard, Quebec, curator, Feb. 21.

Re Joseph D'Anjou, St. Fabien.—H. A. Bedard, Quebec, curator, Feb. 21.

Re P. O. Dubois.—C. Desmarteau, Montreal, curator, Feb. 20.

Re J. P. Dusablon.—F. Valentine, Three Rivers, curator, Feb. 16.

Re Nathan Kennedy.—Hodgkinson & Hammersley, Montreal, joint-curator, Feb. 13.

Re Dame L. Lambert, Ste. Julie de Somerset.—C. Desmarteau, Montreal, curator, Feb. 15.

Re Joseph Leclerc.—W. A. Caldwell, Montreal, curator, Feb. 13.

Re Wilfrid Major.—Bilodeau & Renaud, Montreal, joint curator, Feb. 20.

Re Joseph Martineau Stanfold.—Gauthier & Parent, Montreal, joint curator, Feb. 16.

Re L. O. Villeneuve.—H. A. Bedard, Quebec, curator, Feb. 16.

Dividends.

Re Eph. Cloutier —First and final dividend, payable March 9, D. Arcand, Quebec, curator.

Re Exchange Bank of Canada.—Dividend of four per cent., payable Feb. 28, Campbell, Stearns and Rintoul, Montreal, liquidators.

Re John D. Farrow, deceased.—First and final dividend, payable March 11, T. Darling, Montreal, curator.

Re McDougall, Logie & Co.—Third dividend, payable March 11, A. F. Riddell, Montreal, curator.

Re Andrew Mulholland, plumber.—First and final dividend, payable March 11, H. A. Bedard, Quebec, curator.

Re A. Renaud & Co.—First dividend, payable March 11, T. Darling, Montreal, curator.

Separation as to Property.

Marguerite Brennan vs. Joseph Leclerc, trader, Montreal.

Joséphine Gauthier dit Landreville vs. Pierre Cusson dit Desormiers, stone-cutter, Joliette, Feb. 2.

Emilie Stanford vs. Michel Roy, upholsterer, Montreal, Feb. 16.

Appointments.

Homer E. Mitchell to be coroner for the district of Bedford, *vice* Dr. Casselles, deceased.

Charles Loupret, advocate, to be district magistrate for the districts of Iberville and Beauharnois.

Quebec Official Gazette, March 2.

Judicial Abandonments.

Alfred E. Boisseau, dry goods dealer, Quebec, Feb. 26.

François Louis Déry, trader, St. Hilaire, Feb. 22.

Georges A. Drouin, shoe-dealer, Drummondville, Feb. 27.

David Guimond, trader, Ste. Marie Madeleine, Feb. 27.

François-Xavier Lahaie, trader, Masham, Feb. 21.

Curators Appointed.

Re Beauregard & Lapierre.—J. O. Dion, St. Hyacinthe, curator, Feb. 27.

Re Noé Brosseau.—Kent & Turcotte, Montreal, joint curator, Feb. 27.

Re Michel Chenard, trader, Fraserville.—H A. Bedard, Quebec, curator, Feb. 23.

Re Guimond & Co.—Kent & Turcotte, Montreal, joint curator, Feb. 22.

Re John Farnan, baker, Montreal.—M. B. Smith, Montreal, curator, Feb. 27.

Re Patrick Grace, Gracefield.—J. McD. Hains, Montreal, curator, Feb. 22.

Re Simon McNally & Son, Calumet Island.—J. McD. Hains, Montreal, curator, Feb. 22.

Re Emmanuel Strickland.—N. Pagé, Hull, curator, Feb. 20.

Re Amanda Vadenais, coach-maker, Iberville.—A. F. Gervais, St. Johns, curator, Feb. 26.

Dividends.

Re Z. S. Aubut.—First and final dividend, payable March 18, W. A. Caldwell, Montreal, curator.

Re L. R. Baker, Beauharnois.—Dividend, payable March 20, Kent & Turcotte, Montreal, joint curator.

Re O. Chartrand.—First and final dividend, payable March 19, A. W. Stevenson, Montreal, curator.

Re Dame A. Coutu, Louiseville.—First and final dividend, payable March 4, J. McD. Hains, Montreal, curator.

Re François-Xavier Crevier.—First and final dividend, W. A. Caldwell, Montreal, curator.

Re Dorval & Samson.—Dividend, S. C. Fatt, Montreal, curator.

Re M. H. Fauteux.—Dividend, payable March 20, Kent & Turcotte, Montreal, joint curator.

Re Napoléon Lavoie.—Final dividend, payable March 18, T. Paradis, Lévis, curator.

Re Ross, Haskell & Campbell, Montreal.—Second and final dividend, payable March 19, A. W. Stevenson, Montreal, curator.

Re Sylvain Turcotte.—First dividend, payable March 18, C. Desmarteau, Montreal, curator.

Separation as to Property.

Aglaé Chevalier vs. Joseph Napoléon Martel, farmer and insurance agent, Iberville, Feb. 19.

Sarah Ann Hall vs. J. B. A. Cousineau, trader, Montreal, Feb. 25.

GENERAL NOTES.

LAWYERS' RECREATIONS.—The men who join recreation with work are the happiest. Sir Charles Romilly took care that his mind should play every day. He used to travel on the circuit in his own carriage, and carry with him the best books of the day. A friend riding with Sir Charles expressed his pleasure at seeing that the busy lawyer found time for such reading. "So soon as I found," he answered, "that I was to be a busy lawyer for life, I strenuously resolved to keep up my habit of reading books outside of the law. I had seen so much misery in the last years of many great lawyers, from their loss of all taste for books, that I made their fate my warning." Some men unbend by giving themselves for a season to pursuits wholly unlike that by which they earn their living. An English vice-chancellor found recreation in binding books. He was an adept at the trade, and the volumes he turned out were bound in masterly style.—*Companion.*

LAW OF SELF-DEFENCE.—Mr. Uttley writes:—"The various and numerous burglaries which have been taking place up and down the country, often with attempted violence, has roused public interest as to the law of self-defence. The law, however, is most unfortunately in a very unsettled condition, and well it may be, for it is absurd to generalize in questions of this kind; each case can only be decided on its merits, for a legal proposition which might hold perfectly good for one set of circumstances might not apply in another. In Levett's case a servant, who had, unknown to her employers, invited a friend, Frances Freeman, into the house, thinking she heard thieves, called her master, Mr. Levett, who discovered Freeman in the pantry, and believing her to be a thief, stabbed her with a sword. He was acquitted, but it still remains open to doubt if he was not guilty of manslaughter. In another case, however, the effect was more startling. A Lieutenant Moir, being exceedingly annoyed by trespassers on his farm, after giving notice of his intention to shoot anyone found there, fired at a man and wounded him in the leg; this resulted in erysipelas, and the trespasser died. For this, Lieutenant Moir was convicted of murder and executed. A question that will shortly have to be decided is whether it would not be a good plan to imitate the Indian Penal Code, where it is declared to be lawful to kill anyone committing or attempting sundry specified assaults, robbery, housebreaking by night, mischief by fire to a dwelling, and theft, mischief, or house trespass under such circumstances as may reasonably cause apprehension that death or grievous hurt may be the consequence."