THE

LEGAL NEWS.

VOL. XV. FEBRUARY 1, 1892. No. 3.

CURRENT TOPICS AND CASES.

Sir Francis G. Johnson, Chief Justice of the Superior Court, in the beginning of January became seriously indisposed from the effects of a bronchial attack. Information that the learned Chief Justice was out of danger and was progressing favourably, was welcomed with much pleasure. It will be some time, however, before the learned judge will be strong enough to resume work. Mr. Justice Jetté, of the Superior Court, who was also very ill for several weeks, has sufficiently recovered to attend to official business.

It was anticipated that the new year would bring the announcement that the honour of knighthood had been conferred upon the new Chief Justice of the Court of Queen's Bench. It may be surmised that the honour will not be long deferred, the precedent having been established for several years past in respect of the chief justiceship of the two leading Quebec Courts, and the present occupant of the position in the Queen's Bench being in every way entitled to the honour.

In *Bell* v. *Dominion Telegraph Co.*, 3 Leg. News, 405, Johnson, J., in the Superior Court, held that a telegraph company is responsible to the person to whom a message

is directed, for negligence in failing to deliver a telegram. It was further held that the rights of the person to whom the message was directed could not be affected by a condition printed on the blank form, requiring the message to be repeated. Jetté, J., held to the like effect in *Watson* v. *Montreal Telegraph Co.*, 5 Leg. News, 87. Art. 1676 of the Civil Code expressly declares that carriers are liable, notwithstanding notice of condition limiting liability, whenever negligence is proved against them. There seems to be no reason for discriminating between carriers and telegraph companies in this particular, and in the recent case of *Great North Western Telegraph Company* and *Lawrance*, decided by the Court of Appeal, Montreal, January 18, 1892, the Court, without considering it necessary to determine whether telegraph companies are carriers, held on the broad ground of public policy and good morals, that a telegraph company cannot contract that it shall not be responsible for its own negligence, and that any condition having that effect may be disregarded, even if brought to the notice of the other party to the contract.

In *Magor & Kehlor*, Queen's Bench, Montreal, Jan. 18, 1892, the question, between vendor and purchaser, was whether the former had complied with the conditions of the contract as to the shipment and delivery of goods sold. The vendor was doing business in St. Louis, Mo., and on the 22nd March he concluded a sale of one thousand barrels of flour to a purchaser in Montreal, "shipment 15th," meaning 15th April. The vendor shipped the flour March 30th—sixteen days in advance. The purchaser objected that the shipment was premature. The vendor acknowledged the mistake, but held the flour in Montreal, and tendered it again on April 18, that is about the date it would have arrived here had it been shipped from St. Louis on the 15th April. The purchaser still declining to take it, the vendor caused it to be sold in Montreal, and brought action for the difference between the amount realized and the contract price. Mr. Justice

Davidson, in the Superior Court, maintained the action, and this decision was affirmed in appeal, the Court being of opinion that the proper construction of the contract was not that the flour must be shipped on the 15th April, and on no other day, but that the date of shipment was mentioned to fix approximately the time of delivery. The case on which the purchaser chiefly relied was *Bowes* v. *Shand*, 2 App. Ca. 455. Bowes purchased rice from Shand, "to be shipped at Madras during the months of March and April, 1874." The rice filled 8,200 bags, of which all but 50 bags were actually put on board on dates between 23rd and 28th February. The case went through all the Courts to the House of Lords, where the judgment of the Court of Appeal was reversed, and it was held that the buyer might refuse to accept. In *Magor & Kehlor* the Court seem to have been of opinion that no grievance had been shown. The market was not affected by the premature shipment, the quality of the flour had not deteriorated, and it was tendered to the buyer in Montreal at the proper date under the contract. The words "shipment 15" were not part of the description of the goods.

In *Trester & C. P. R. Co.*, Queen's Bench, Montreal, January 18, 1892, the action was against a carrier for delay in the delivery of goods. The delay was caused by an error in the way-bill, received by the defendants with the goods, which stated that the destination was Hamilton, whereas it should have been Montreal. The Court held, confirming the judgment of the Court of Review, that a carrier who receives goods *en route* from another carrier, is not responsible for delay in the delivery of the goods, where such delay is caused by an error in the way-bill of a previous carrier, delivered to the succeeding carrier with the goods, which way-bill stated a place of destination which was erroneous.

COURT OF QUEEN'S BENCH—MONTREAL.

Accident insurance—Risk incidental to employment—Breach of contract.

M., who was described in the application for insurance as "Superintendent of the International Railway," was insured by the company appellant, against accidents. By one of the conditions of the policy it was stipulated as follows:—"The insured must at all times observe due diligence for personal safety and protection, and in no case will this insurance be held to cover either death or injuries occurring from voluntary exposure to unnecessary or obvious danger of any kind, nor death or disablement...from getting or attempting to get on or off any railway train, etc., while the same is in motion." M., when travelling on the business of his railway, was killed while getting on a train in motion.

HELD:—That inasmuch as M. was insured as superintendent of a railway, and there was evidence that his duties required him to get on and off trains in motion, of which fact the insurers had knowledge, the condition did not apply, and the company was liable.—*Accident Insurance Co. of N. A. & McFee*, Dorion, Ch. J., Baby, Bossé, Doherty, Cimon, JJ., June 25, 1891.

Water-course—Floatable river—Seigniorial rights—C. S.L.C., ch. 51—Expertise—Direct action—Conclusions.

HELD:—1. Since the abolition of seigniorial rights a servitude alleged to have been acquired from the seignior previously, for the construction of dams, without payment of indemnity, has no effect.

2. Ch. 51, C. S. L C., applies to floatable as well as non-floatable rivers.

3. The remedy given by ch. 51, C. S. L. C., to a person who is damaged by the construction of a dam on a water-course, is not exclusive, and does not deprive him of the ordinary remedy by action before a competent Court.

4. Where in such action the plaintiff prays for the demolition of the dam, and for damages, a judgment which orders the payment of damages as awarded, and, in default of payment within he delay fixed, orders the demolition of the dam, is not *ultra petita.—Bazinet & Gadoury*, Lacoste, C.J., Baby, Bossé, Wurtele, JJ., Nov. 26, 1891.

Constitutional law—Executive power—Commission of inquiry—R. S. Q. 596, 598—Prohibition, Writ of.

Held:—Reversing the judgment of WURTELE, J., M. L. R., 6 S. C. 289, 1. An inquiry into an alleged attempt to influence and corrupt members of the provincial legislature is a matter connected with the good government of the province, and the conduct of the public business therein, within the meaning of R. S. Q. 596.

2. A commission of inquiry issued by the Lieutenant-Governor-in-Council under the said section, has the same power to enforce the attendance of witnesses, and to compel them to give evidence before it, as is vested in any Court of law in civil cases, and has therefore the power to punish by fine or imprisonment, or both, any contempt of its authority by any person summoned as a witness refusing to appear, or to answer questions put to him concerning the matters which are the subject of such inquiry.

3. Under the provisions of the B. N. A. Act, 1867, the provincial legislature was empowered to enact the provisions contained in Articles 596 and 598 of the Revised Statutes of Quebec.

4. Even if the commissioners, in the course of the inquiry which they were duly authorized to make, had permitted some irregular or illegal questions to be put to a witness, their improper ruling on the subject could not have authorized the issue of a writ of prohibition, which only applies to cases of want of jurisdiction, and not to cases of erroneous judgments, for which other remedies are provided.—*Turcotte es qual. & Whelan*, Dorion, C.J., Cross, Baby, Bossé, Doherty, JJ., (Baby & Doherty, JJ., diss.) March 26, 1891.

Constitutional law—Sale of intoxicating liquors—Municipal corporation—Art. 561, M. C.—R. S. Q. 6118.

Held:—That article 561 of the Municipal Code, as amended by 51-52 Vict. ch. 29, s. 6 (R. S. Q. 6118), by which a municipality is authorized to prohibit the sale of intoxicating liquors in quantities less than two gallons, within the limits of the municipality, is within the powers of the provincial legislature.—*Corporation of Village of Huntingdon & Moir*, Dorion, C. J., Baby, Bossé, Doherty, Cimon, JJ., March 21, 1891.

Sale of goods—Slight variation from conditions of contract—Sight drafts.

M. sold McB. ten car loads of peas, price payable by drafts at sight, with bills of lading attached. M., with the first car load, made a draft on demand instead of a sight draft, asking at the same time to be informed whether McB. wanted the rest at sight. McB. refused to accept the draft, or to take delivery of the peas, and repudiated the contract.

Held:—That the slight difference in the drafts did not constitute a sufficient reason for McB. to repudiate the contract, as he might have accepted the demand drafts on condition that they would be payable only three days after acceptance; and moreover it appeared that he had repudiated the contract on a different ground before the drafts were presented.—*McBean & Marshall*, Baby, Bossé, Doherty, Cimon, JJ., June 25, 1891.

Criminal law—Refusal to provide for wife.

Held:—That on an indictment of a husband for refusal to provide for his wife, the jury should not consider evidence as to the manner of living between husband and wife previous to the time laid in the indictment, or promises made by the husband after his arrest.—*Regina* v. *Arent*, Wurtele, J., Dec. 1891.

SUPERIOR COURT, MONTREAL. *

Action by father for personal injuries to minor child—Medical examination of child.

HELD:—That in an action by a father for personal injuries suffered by his minor child, the defendant, before pleading, may obtain an order for an examination of the child's body by a physician—*McCombe* v. *Phillips*, de Lorimier, J., Oct. 7, 1891.

Carrier—Goods refused by consignee—Sale by carrier.

HELD:—Where the consignee refuses to accept goods from the carrier at the place of delivery, the carrier is not justified in selling the same by private sale, without notice to the consignor or consignee; and a pretended authorization to sell, by the consignee who has refused to accept the goods, is without effect. The consignor in such case is entitled to recover the value of the goods, less freight and storage.—*Cottingham* v. *Grand Trunk R. Co.*, Tait, J., Oct. 30, 1891.

* To appear in Montreal Law Reports, 7 S. C.

SUPREME COURT OF CANADA.

Quebec.] OTTAWA, Nov. 6, 1891.

DAWSON v. DUMONT.

Appeal—Jurisdiction—Action in disavowal—Prescription—Appearance by attorney—Service of summons—C. S. L. C. ch. 83, sec. 44.

In an action brought in 1866 for the sum of $800 and interest at 12½ per cent. against two brothers, J. S. D. and W. McD. D., being the amount of a promissory note signed by them, one copy of the summons was served at the domicile of J. S. D. at Three Rivers, the other defendant W. McD. D. then residing in the state of New York. On the return of the writ the respondent filed an appearance as attorney for both defendants, and proceedings were suspended until 1874 when judgment was taken, and in December, 1880, upon the issue of an *alias* writ of execution, W. Mc. D. D. having failed in an opposition to judgment, filed a petition in disavowal of the respondent. The disavowed attorney pleaded *inter alia* that he had been authorized to appear by a letter signed by J. S. D., saying "be so good as to file an appearance in the case to which the enclosed has reference &c."

The petition in disavowal was dismissed On the appeal to the Supreme Court of Canada, the respondent moved to quash the appeal on the ground that the matter in controversy did not amount to the sum of $2,000.

Held, 1st., that as the judgment obtained against W. Mc. D. D. in March, 1874, on the appearance filed by the respondent, exceeded the amount of $2,000, the judgment on the petition for disavowal was appealable.

2nd. That there was no evidence of authority given to the respondent or of ratification by W. Mc. D. D. of respondent's act, and therefore the petition in disavowal should be maintained.

3rd. Following *McDonald* v. *Dawson*, Cassels' Digest, p. 322, and 11 Q. L. R. 181, that the only prescription available against a petition in disavowal is that of thirty years.

4th. That where a petition in disavowal has been served on all parties to the suit, and is only contested by the attorney whose authority to act is denied, the latter cannot on appeal complain that all parties interested in the result are not parties to the appeal.

Appeal allowed with costs.

Irvine, Q.C., & Robertson for appellant.
McLean for respondent.

Quebec.] OTTAWA, Nov. 10, 1891.

HURTUBISE v. DESMARTEAU.

Supreme & Exchequer Courts Amending Act, 1891, *sec.* 3 —*Appeal from Court of Review.*

By sec. 3 of the Supreme and Exchequer Courts Amending Act of 1891, an appeal may lie to the Supreme Court of Canada from the Superior Court in Review, Province of Quebec, in cases which by the law of the Province of Quebec are appealable direct to the Judicial Committee of the Privy Council.

In a suit between H. *et al* and D., a judgment was delivered by the Superior Court in Review at Montreal in favour of D. the respondent on the same day on which the Amending Act came into force. On appeal to the Supreme Court of Canada taken by H.,

Held, that H. *et al* (the appellants) not having shown that the judgment was delivered subsequent to the passing of the Amending Act, the court had no jurisdiction.

Quære—Whether an appeal will lie from a judgment pronounced after the passing of the Amending Act in an action pending before the change of the law.

Appeal quashed with costs.

Geoffrion, Q.C., for motion.
Charbonneau & Brosseau contrà.

Quebec] OTTAWA, Nov. 10, 1891.

BROSSARD et al. v. DUPRAS et al.

Composition—Loan to effect payment—Secret agreement—Failure to pay—Art. 1039 *and* 1040 C. C.

On the 20th December, 1883, the creditors of one L. resolved to accept a composition payable by his promissory notes at 4, 5 and 12 months. At the time L. was indebted to the Exchange Bank (in liquidation), who did not sign the composition deed, in a sum of $14,000. B. *et al*, the appellants, were at that time accommodation endorsers for $7,415 of that amount, but held as security a mortgage dated 5th September, 1881, on L's real estate. The Bank having agreed to accept $8,000 cash for its claim, B. *et al.*, on the 11th January, 1884, advanced $3,000 to L. and took his promissory notes and a new mortgage for the amount, having discharged and released on the same day the previous mortgage

of the 5th September, 1881. This new transaction was not made known to D. *et al.*, who on the 14th January, 1884, advanced a sum of $3,000 to L. to enable him to pay off the Exchange Bank, and for which they accepted L's promissory notes. L. the debtor, having failed to pay the second instalment of his notes, D. *et al*, who were not originally parties to the deed, brought an action to have the transaction between L. and the appellants set aside, and the mortgage declared void on the ground of having been granted in fraud of the rights of the debtor's creditors.

Held, reversing the judgments of the courts below, that the agreement by the debtor L., with the appellants was valid, the debtor having at the time the right to pledge a part of his assets to secure the payment of a loan made to assist in the payment of his composition. The Chief Justice and Taschereau, J., dissenting.

Per Fournier, J. That the mortgages ought to be set aside, having been registered on the 13th January, the respondent's right of action was prescribed by one year from that date. Art. 1040 C. C.

Appeal allowed with costs.

Geoffrion, Q. C., and Beausoleil for appellants.
Ouimet, Q. C., for respondents.

Quebec.] OTTAWA, NOV. 16, 1891.

HUS v. COMMISSAIRES D'ECOLES DE STE. VICTOIRE.

Mandamus—Establishment of new school district—School Visitors—Superintendent of Education—Jurisdiction of upon appeal—Approval of three visitors—40 *Vic. ch.* 22, *sec.* 11, *P. Q., R. S. Q. Art.* 2055.

Upon an application by H., appellant, for a writ of mandamus to compel the respondents to establish a new school district in the Parish of Ste. Victoire in accordance with the terms of a sentence rendered on appeal by the Superintendent of Education under 40 Vic. ch. 22, sec. 11, P. Q., the respondents pleaded *inter alia* that the superintendent had no jurisdiction to make the order, the petition in appeal to him not having been approved of by three qualified visitors. The decree of the Superintendent alleged that the petition was also approved of by one L., Inspector of Schools.

Held, affirming the judgment of the Court of Queen's Bench

for Lower Canada (Appeal side), that the petition in appeal must have the approval of three visitors qualified for the municipality where the appeal to the superintendent originated, and as Rev. A. Desorcy, one of the three visitors who had signed the petition in appeal, was parish priest of an adjoining parish, and not a qualified school visitor for the municipality of Ste. Victoire, the sentence rendered by the Superintendent was null and void.

Taschereau, J., dissented on the ground that as the decree of the superintendent stated that L. the Inspector of Schools was a visitor, it was *primâ facie* evidence that the formalities required to give the superintendent jurisdiction had been complied with. C. S. L. C. ch. 15, sec. 25.

Appeal dismissed with costs.

Lacoste, Q.C., & Germain for appellant.

Geoffrion, Q.C., for respondents.

OTTAWA, Nov. 16, 1891.

Quebec.]

QUEBEC &c. R'Y. Co. v. MATHIEU.

Expropriation—Q. R. S. 5164 *ss.* 12, 16, 17, 18, 24—*Award—Arbitrators—Jurisdiction of—Lands injuriously affected*—43-44 *Vic. ch.* 43, *P. Q.—Appeal—Amount in controversy—Costs.*

In a railway expropriation case the respondent in naming his arbitrator declared that he "only appointed him to watch over the arbitrator of the company," but the company recognized him officially, and subsequently an award of $1,974.25 and costs, for land expropriated and damages, was made under art. 5164 R. S. Q. The demand for expropriation as formulated in their notice to arbitrate by the appellants was for the width of their track, but the award granted damages for three feet outside of the fences on each side as being valueless. In an action to set aside the award:

Held, affirming the judgment of the Courts below, that the appointment of the respondent's arbitrator was valid under the statute and bound both parties, and that in awarding damages for three feet of land injuriously affected on each side of the track the arbitrators had not exceeded their jurisdiction.

Strong and Taschereau, JJ., *dubitantibus* whether the case was appealable, the amount in controversy, deducting the taxed costs, being under $2,000.

Appeal dismissed with costs.

Irvine, Q.C., & Bedard for appellants.

Casgrain, Q.C., for respondent.

Quebec.] OTTAWA, NOV. 16, 1891.

HOLLAND v. ROSS.

Crown Lands, P. Q.—Location tickets—Transfer of purchaser's rights—Registration of—Waiver by Crown—Cancellation of license—23 Vic. c. 2, secs. 18 & 20—32 Vic. c. 11 sec. 18 (Q)—36 Vic. c. 8 Q.

A location ticket of certain lots was granted to G. C. H. in 1863. In 1872, G. C. H. put on record with the Crown Land Department that by arrangement with the Crown Land Agent he had performed settlement duties on another lot known as the homestead lot. In 1874, G. C. H. transferred his rights to appellant, paid all monies due with interest on the lots, registered the transfer under 32 Vict. c. 11, sec. 18, and the Crown accepted the fees for registering the transfer and for the issuing of the patent. In 1878, the Commissioner cancelled the location ticket for default to perform settlement duties.

Held, That the registration by the Commissioner, in 1874, of the transfer to respondent was a waiver of the right of the Crown to cancel the location ticket for default to perform settlement duties, and the cancellation was illegally effected.

Appeal allowed with costs.

Lacoste, Q.C., & Nicolls for appellant.

Laflamme, Q.C., & Robertson, Q.C., for respondent.

THE DEATH OF PRINCE VICTOR.

At the opening of the January Term of the Court of Appeal at Montreal, January 15th, the Hon. Chief Justice Lacoste referred to the decease of the Duke of Clarence and Avondale in the following terms :—

Il est de notre devoir, avant de commencer l'ouvrage de ce terme, d'exprimer notre douleur profonde de la mort du prince Albert Victor, héritier présomptif de la Couronne d'Angleterre.

Nous nous associons de tout cœur au grand deuil dans lequel sont plongés, notre gracieuse Souveraine, le prince et la princesse de Galles, la famille royale ainsi que la fiancée du noble défunt, et nous leur offrons en toute humilité nos sympathies et nos condoléances.

Placé par sa naissance dans une position tout à fait exceptionnelle, après avoir enduré les peines et les labeurs que nécessitent l'apprentissage d'une vie comme la sienne, le prince a été enlevé

à l'âge où l'homme commence à illustrer sa vie et au moment ou une union prochaine, depuis longtemps désirée, devait lui assurer pour toujours le bonheur de la vie de famille.

Il a dû renoncer avec peine à la gloire de régner sur un des plus puissants peuples du monde.

Il a dû lui en coûter de faire le sacrifice de celle qu'il avait choisi pour être la compagne de sa vie.

Mais la mort n'épargne pas le bonheur et elle choisit ses victimes sur les marches du trône comme dans la chaumière du pauvre, faisant partout des blessures cuisantes.

Sous ses coups la douleur est toujours la même, le diadème n'empêche pas les yeux de pleurer, ni le manteau royal—le cœur de saigner.

Nous comptons que la Providence ne refusera pas à ces illustres affligés le baume de la consolation qu'elle verse dans les plaies du dernier de ses serviteurs.

Par respect pour la mémoire du noble défunt, la cour ne siégera pas le jour des funérailles.

INSOLVENT NOTICES ETC.

Quebec Official Gazette, Dec. 26 & Jan. 2.

Liquidation under Winding up Act.

HERALD COMPANY, Montreal.—Claims to be filed with W. H. Whyte, liquidator, on or before 30th January.

Dividends.

BEAUDOIN, NAPOLÉON.—First and final dividend, payable Jan. 11, J. E. E. Marion, St. Jacques de l'Achigan, curator.

CADIEUX, J. Bte. Eldège.—First and final dividend, payable Jan. 4, D. Chaput, St. Valérien de Milton, curator.

CHARTIER, GILBERT, St. Benoit.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

CYR & FRÈRE, J. A.—First and final dividend, payable Jan. 14, C. Desmarteau, Montreal, curator.

DAOUST, A. S., grocer, Montreal.—First and final dividend, payable Jan. 14, C. Desmarteau, Montreal, curator.

DROUIN & FRÈRE, L., Quebec.—First and final dividend, payable Jan. 11, D. Arcand, Quebec, curator.

FLEURY, *fils*, PIERRE, township of Hatley.—First and final dividend on proceeds of immovables, payable Jan. 22, Millier & Griffith, Sherbrooke, joint curator.

FRAPPIER & Co., Montreal.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

LAMALICE & Co., A. E., Montreal.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

MONAST, JOSEPH T.—First and final dividend, payable Jan. 7, J. M. Marcotte, Montreal, curator.

PICARD & CHEVALIER, Joliette.—First dividend, payable Jan. 25, Kent & Turcotte, Montreal, joint curator.

Separation as to Property.

BEAUREGARD, Mathilde, *v.* Alphonse Brodeur, farmer, parish of Ste. Marie Madeleine, Dec. 14.

EGAN, MARIA, *v.* John Andrew Peard, plumber, Montreal, Dec. 22.

FORTIER, OTHILIE *alias* ODILLIER, *v.* Joseph *alias* Zozime Touchette, trader, St. Paul d'Abbotsford, Dec. 26.

LANDRY, ALBINA, *v.* Camille Landry, laborer, parish of l'Epiphanie, Dec. 23.

SEALE, MARY ANN, *v.* Richard Tyler, trader, Montreal, Dec. 18.

Quebec Official Gazette, Jan. 9.

Judicial Abandonments.

BRISEBOIS, PIERRE, trader, Montreal, Dec. 28.

GAGNON, JOHNNY, shoe-dealer, Pointe au Pic, Dec. 26.

GIGUÈRE, RICHARD, trader, Ste. Germaine, Dec. 30.

HUNTER, SAMUEL, trader, Billerica, Dec. 31.

LEFEBVRE, ODINA, grocer, Quebec, Jan. 4.

MARCEAU, EVARISTE, wheelwright, Quebec, Dec. 30.

PAQUET, CHARLES, Bienville, Jan. 4.

TURGEON, DARVEAU & Co., boot & shoe dealers, Quebec, Jan. 4.

Curators Appointed.

BEAUCHAMP & Co., MONTREAL.—Lamarche & Olivier, Montreal, joint curator, Jan. 7.

BOYER & Co., J., St. John.—C. Desmarteau, Montreal, curator, Dec. 28.

CAMPEAU, EVANGÉLISTE, hotel-keeper, Ste. Marthe.—C. Desmarteau, Montreal, curator, Jan. 4.

DION, J. E., trader, Robertson Station.—H. A. Bedard, Quebec, curator, Dec. 31.

FOREST, GEORGE, Bonaventure River—Bedard & Lebel, New Carlisle, joint curator, Jan. 4.

GAUVREAU & Co., T. A., cement manufacturers, Quebec.—N. Matte, Quebec, curator, Jan. 7.

GELINAS, DAME M. R. E. (Dubuc & Co), Drummondville.—Kent & Turcotte, Montreal, joint curator, Dec. 31.

GORDON, C. H. (Gordon & Howie), Stanstead Junction.—J. McD. Hains, Montreal, curator, Jan. 5.

JARRY, HENRI V., St. Germain de Grantham.—C. Desmarteau, Montreal, curator, Dec. 26.

JOHNSON, C. E., Warwick.—H. A. Bedard and A. Quesnel, Quebec, joint curator, Dec. 31.

RICKABY Co., J. B. H., Montreal.—J. McD. Hains, Montreal, curator, Jan. 2.

STANDARD STEAM LAUNDRY Co.—C. Desmarteau, Montreal, liquidator, Dec. 28.

TURGEON & CORRIVEAU, traders, Beaumont.—H. A. Bedard, Quebec, curator, Dec. 29.

PAQUIN, JOSEPH.—L. Bedard, Montreal, curator, Dec. 28.

Dividends.

DUFRESNE, ADOLPHE, carriage maker, St. Dominique.—First and final dividend, payable Jan. 19, J. O. Dion, St. Hyacinthe, curator.

McENTYRE, EDWARD, Montreal.—First dividend (40c), payable Jan. 26, J. McD. Hains, Montreal, curator.

McLACHLAN BROS & Co., Montreal.—First dividend, payable Jan. 26, W. A. Caldwell, Montreal, curator.

GENERAL NOTES.

THE JURISDICTION OF CAMBRIDGE UNIVERSITY.—It is singular that a great University like Cambridge should not have legal ability within its reach to exercise with precision as well as moderation the exceptional jurisdiction confided to it. This ancient university has jurisdiction over the town for the protection of undergraduates, the principal point of attack and defence being their morals. The Vice-Chancellor's Court is vested with power to punish prostitutes for certain offences; but it appears from recent occurrences that the charges are sometimes unskilfully framed. For instance, a prostitute, not long ago, was sent to a house of correction for a fortnight, "for walking with a member of the university." To a lawyer, of course, this way of putting the offence is ridiculous; and the moral is that if universities are to retain exceptional powers they must exercise them with due attention to precision of statement.

A CURIOUS TAX UPON EMPLOYERS.—Every domestic servant in Germany now keeps a little book, to which the mistress employing her must contribute every week a five cent stamp provided by the Government for this special purpose. In case of sickness, or when age incapacitates a servant, the Government redeems the stamps contained in the book, the contents of which are really a tax upon one class to assist in the maintenance of another less fortunate class. The scheme is said to be regarded with favour by the employer as well as by the employed.

SECRECY OF THE CONFESSIONAL.—The question whether a priest is bound to give evidence in Court based on information obtained under the seal of the confessional, which was answered lately in the affirmative by the judicial authorities in a Norman town, has just been negatived by the Cour de Cassation of Paris. A priest who would not betray secrets learned by him in his ecclesiastical capacity, was fined. He appealed, and the Cour de Cassation has reversed the judgment.

LADIES AND PEERAGES.—There have not been many instances in recent times, says the *Illustrated London News*, of a peerage passing from a mother to a son, for peeresses in their own rights are few. It is a curious fact that peerages in the feudal days were generally conferred to pass to lineal descendants, whether female or male; but in recent and more civilized times it has grown customary to confine the succession to heirs male. When a title is inherited through a female heir, it will almost always be found that the peerage is not of modern but, on the contrary, of very old, creation. If there is any object really gained in keeping up hereditary dignities, peerages should be given to descend in the female line; for there are few of the very old titles in the peerage which have not at some time passed in this manner, and those which do not so pass, rarely survive long. The average duration of a peerage confined to heirs male is only about one hundred years.

BANKRUPTCY RETURNS.—Failures in the Province of Quebec in 1891 numbered 680 against 491 in the previous year.

THE MONTREAL COURT HOUSE.—The alterations in this building are advancing rather slowly. From a recent statement it appears that the amount of the contract was $194,999. Up to date there have been paid the following sums:—On account of contract $100,000; for extras $52,677. According to the architects' certificates there is now due, on the contract $47,000; and

for extras $47,857. This makes the cost of the work, at the present stage, $247,534.

RIGHT OF TRADEMARK.—In *Montgomery* v. *Montgomery*, House of Lords, May 12, 1891, the respondents and their predecessors had carried on business more than a century as brewers at Stone, a small town in Staffordshire, and their ale had become well known to the trade and to the public, as "Stone Ale." There was no other brewery at Stone. The appellant built a brewery at Stone, and sold his ale as "M.'s Stone Ale." *Held*, that the respondents had acquired by user a right to the use of the words "Stone Ale," and that the conduct of the appellant being calculated to deceive the public, the respondents were entitled to an injunction to restrain him.

READY FOR WAR—Mr. J. B. Castle, of Sandwich, Ill., was recently admitted to the Illinois Bar. Ex-Senator Castle, his father, editor of the Sandwich *Argus*, killed the fatted calf, called in the neighbours, and rejoiced thereat. The *Argus* says: "J. B. Castle (he is our son) was admitted to the bar by the Appellate Court, on Friday, of last week. Now we can get all the law we want at home; heretofore we had to go to our neighbours. Won't some body step on our coat tails?"

DIVORCE IN FRANCE AND THE UNITED STATES.—The *Economiste Français* publishes an interesting article comparing the recently compiled tables showing the number of divorces granted in France since the new law came into force, and in the United States and other countries during the same period. The French law of divorce came into force on August 1, 1884, and in the five months of that year 1,657 divorces were granted, the figures for the four following years being 4,227, 2,949, 3,636, and 4,708. The statistics which have been published in France do not come down later than 1888, and in that year, according to the writer in the *Economiste Français*, there were 23,472 divorces in the United States, this being nearly 4,000 more than were granted in France, England, Italy, Germany, Holland, Sweden, Norway, Austria, Roumania, and Canada put together. Comparing the divorces in France and the United States with those of other countries, the following figures are given: Germany, 6,161; Russia, 1,789; Austria, 1,718; Switzerland, 920; Denmark, 635; Italy, 556; Great Britain and Ireland, 508; Holland, 339; Belgium, 290; Sweden, 229; Australia, 100; Norway, 68; and Canada, 12.