The Legal News.

VOL. XIV. JUNE 27, 1891. No. 26.

The members of the Montreal bar are just now occupying a leading place in our legislative bodies. One very old member is premier of the Dominion; another is premier of the province; a third is speaker of the Senate; a fourth was speaker of the Commons in last Parliament; a fifth is Secretary of State for Canada. Others take high place in debate and committee work.

The several thousand law clerks who now toil in the city offices, says a New York journal, are quite a different set of beings from their predecessors. "The majority of them are well educated. Some have graduated from well known colleges—from Harvard, Yale, Cornell and Princetown. Others are graduates of law schools. Never was there a time like the present, when so many college-bred men were glad of the opportunity to become law clerks at a beggarly salary. Every year lawyers of standing in our cities have applications from college graduates, ready and willing to work without pay, if he will only give them desk-room and the use of his books. Consider, for a moment, the pay of these ambitious young men. The college-bred law clerk usually begins at $5 per week. He may reasonably expect to earn $10 per week by the end of the second year. The graduate of a law school, having had some technical training, is better paid. He gets $10 per week for the first year of his service, and perhaps he may begin his second year at $15 per week. Very few lawyers in New York pay their clerks over $15 a week, as they can hire all the talent they want at that figure. There are between six thousand and seven thousand lawyers in the city of New York. The struggle for practice and existence becomes more difficult each year. Many are called, but few are chosen. Some men never get beyond being a law clerk. It is no uncommon thing to find skillful lawyers, gray-haired men, serving as clerks, year after year, at a salary of from $1,200 to $1,500 per annum. Some of them are experts in a particular branch of the law. Again there are men fit only to be law clerks—men who, for one reason or another, fail to become successful practitioners. The legal knowledge of such men is of more value to others than it is to themselves. Once more, there are highly educated law clerks who make it a business to write briefs. Indeed, it is an open secret that nearly one-half of the law books published are written by ill-paid clerks. The lawyer with a reputation gets some clerk to write a treatise to which he lends the weight of his name."

The oldest Coroner in England, Michael Browne, died recently at the age of ninety. He had held the office of Coroner for the borough of Nottingham during a period of fifty-five years. In length of service we believe he is about equal to Coroner Jones of Montreal. The latter in age is but a few years behind.

---

*COURT OF QUEEN'S BENCH—MONTREAL.**

Carrier—Bill of lading—Place of destination of goods beyond carrier's route.

Held:—Where the place of destination of goods is beyond the carrier's route, and he receives the goods under a bill of lading to the terminus of his route, and carries them safely to that point, to which alone he received the freight, the fact that at the reques of the shipper he undertook to deliver the goods to another carrier to complete the transportation, does not make the first carrier responsible for the delivery of the goods at the place of destination.—*Jeffrey & Canada Shipping Co.*, Dorion, C. J., Baby, Bossé, Doherty, J J., Tait, J. *ad hoc*, January 24, 1891.

Bank—Advance made upon security of shares of another Bank—Obligation to return shares on repayment of advance.

Held:—(DORION, C. J., and CHURCH, J., *diss.*) Where in order to evade the law pro-

* To appear in Montreal Law Reports, 7 Q.B.

hibiting the acceptance by one Bank of the stock of another Bank as security for a loan (46 Vict., ch. 45, s. 2), an advance was made by a Bank, and stock of another Bank was transferred as security to the cashier of the lending Bank, and the transaction was duly noted in the books of the Bank, that the owner of the shares so transferred was entitled to reclaim them from the Bank, or to get their value, when the debt was paid for the security of which the shares were transferred as aforesaid. The prohibition of the law applies to the Bank and not to the borrower.—*Exchange Bank of Canada & Fletcher*, Dorion, C. J., Tessier, Baby, Church, Bossé, J J., May 23, 1890.

Violation of Domicile—Municipal Corporation —Arrest without warrant—Damages.

Held:—1. That officers of police in the employment of a municipal corporation have no right to enter the dwelling of a citizen in the night-time, without a warrant, and arrest him on mere suspicion that a felony has been committed; and the corporation will be held responsible in damages for such illegal arrest.

2. Where the damages have been appraised by the Court of first instance, and the Court of Review has reduced the amount, the Court of Appeal will not interfere with the award of the intermediate Court, unless it appears that gross injustice has been done.—*Pratt & Charbonneau*, Dorion, C. J., Cross, Baby, Bossé, J J., March 20, 1890.

Sale—Error as to accessory of thing sold—Damages.

The appellant purchased from respondents at public auction two lots of land on a certain street, and signed a memorandum of sale in which reference was made to the official plan on which the street was marked as being 51 feet wide at that place. On the surveyor's plan prepared for the sale, the street was also traced at 51 feet in width, but by inadvertence, on the lithographed copies distributed at the auction sale, the part of the street where the lots were situated was represented as of uniform width with the upper part of the street, which was 60 feet wide. When the error was discovered the respondents (vendors) offered to cancel the sale if the appellant (purchaser) had been misled by the error on the lithographed copies, but the appellant refused, and brought an action of damages.

Held:—Affirming the judgment of DAVIDSON, J., M. L. R., 3 *S. C.* 403, In an action of damages by the appellant (purchaser), that he having received the full number of square feet bargained for, having refused to relinquish the bargain, having signed the memorandum of sale in which reference was made to the homologated plan showing a street 51 feet wide, and moreover no special damage being proved, an action of damages could not be maintained.—*Inglis & Phillips et vir*, Cross, Baby, Bossé, Doherty, J J., Jan. 24, 1891.

DECISIONS AT QUEBEC.

Corporation—Exercise of charter powers—Sale to corporate body—Ratification by corporation.

Held:—1. A body corporate empowered by its charter to acquire property, "for the use and objects of its incorporation," is not limited in making a purchase of an immovable by the nature of the latter or the use which has hitherto been made of it; and it is sufficient that such immovable is susceptible of yielding revenue or value applicable to the use and objects of the incorporation, to bring the purchase within the charter power.

2. Where the charter of a corporation does not provide for the exercise of its powers otherwise than by giving it the right to make by-laws for the "government of the institution and of the officers and servants belonging thereto," and no such by-laws are made, the persons who are admitted to have, *de facto* and by common consent, acted as the governing body of the board, will be held to be its duly authorized agents, whose acts, performed within the limits of the charter, are binding upon it.

3. The powers of a corporation created by an Act of the legislature, and the mode of exercising them, are only to be found in, or deduced from, such Act, or in and from the general rules of law applicable to all corpora-

tions. So, where it is not so provided in the Act incorporating a religious body, the approval of the bishop of the denomination to which it belongs is not required to make its acts lawful.

4. Where the sale of an immovable is made, for a price payable by instalments, to the supposed agents or legal representatives of a corporation, and the latter takes possession of the property and uses it and pays one or more of the instalments, it will be held to have ratified such sale, and the same shall be as binding on it as if originally made in the form of law.

5. Where a corporation becomes aware that the sale of an immovable made to its supposed agents or representatives is informal, and for a period of eighteen months, during which it continues to deal with the property as its own, it takes no action to have the sale set aside, it will be held to have ratified the same and to be bound by it, as if originally made in due form of law.—*L'Hopital du Sacré Coeur* v. *Lefebvre*, S. C., Andrews, J., Jan. 21, 1891.

Bail—Améliorations et additions—Droit du locateur.—Art. 1640, *C.C.*

Jugé:—Des glaces placées par un locataire d'une boutique pour refléchir les marchandises et de manière à être déplacées, quoique fixées au moyen de vis, ne sont pas des *améliorations et additions* que le locateur peut retenir en vertu de l'art. 1640 C. C., ou d'une clause du bail où il est stipulé que toutes les améliorations faites par le preneur resteront la propriété du bailleur.—*Parent* v. *Gauthier*, en révision, Casault, Routhier, Andrews, JJ., 28 février 1891.

PROBATE, DIVORCE, & ADMIRALTY DIVISION.

MAY 12, 1891.

Before JEUNE, J.

IN THE GOODS OF MARY ELIZABETH MANN (DEC.)

Will Disposing of American Property only—Intestacy as to Property in England.

Mary Elizabeth Mann, late of Warren Drive, New Brighton, in the county of Chester, died December 24, 1890, leaving a will expressly limited to property in the United States only, and intestate as to her English property.

The American will was duly proved in Philadelphia by the American executors.

Searle now moved for a grant of letters of administration to the personal estate and effects of the said deceased, save and except the deceased's American property, to Mary Margaret Mann, her natural and lawful only child, and only next of kin. It appeared that though there were plenty of cases in which there were two wills, one disposing of the property out of England and the other disposing of property in England, there was no case reported in which a deceased person had left a will disposing of property out of England and died intestate as to English property.

JEUNE, J.: Is there no direct authority? I should have thought the case must have occurred before.

Searle: I can find no direct authority, but the principle involved is the same as that in cases where there are two wills, one disposing of property abroad and the other disposing of property in England, as to which the practice is well established, probate being granted of the English will only and a note of the existence of the foreign will being made on the margin of such probate.

JEUNE, J., by analogy to the practice of the old prerogative Courts, whereby if a man dying possessed of goods in two provinces made his will of the goods only in one of them and died intestate as to the goods in the other province, administration might have been granted as to the goods whereof he died intestate ('Williams on Executors,' 8th edit. p. 534; Godolphin, part 2, c. 30, s. 5), made the grant to the daughter as prayed.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

[*Continued from p.* 197.]

§ 300. *Libel by agent.*

In *Ronayne* v. *Wood* (April, 1874) the defendant was an insurance agent. While investigating a case he said he suspected arson, and that the plaintiff could explain. Being sued for libel, the Court held that unless malice was proved there was no action.

§ 301. *Interim receipt granted by agent.*

In *Goodwin* v. *Lancashire F. & L. Ins. Co.*[1] the plaintiff was insured by an interim receipt granted to him by an agent of the defendants, declaring the receipt to be subject to the conditions of the company's policies. The insurance was effected on the 5th October, and on the 10th a fire happened. The failure to comply with the condition about preliminary proofs after loss, according to the condition on policies, was held in the first Court to be fatal. It is for the insured to find or ask or get a policy and to govern himself accordingly. But in appeal the Queen's Bench held that the interim receipt was not to be enforced, where the insurance company refused to recognize an insurance as existing (claimed by plaintiff).

I think it outrageous. The interim receipt stipulated that any insurance (that possibly could be held or seen) was to be upon the conditions of its usual policies. Defendant refused, after having granted an interim receipt, to proceed to a policy, and notifying plaintiff, though the notice appears not to have reached plaintiff till some hours after the fire. Plaintiff never asked them for a blank policy, to get at their usual policy conditions.

Yet the Court was severe against the insurance company for not delivering a policy! If by this meaning a completed policy, this was not right. If a blank policy, it seems to me plaintiff had to move first for it. He sued within the sixty days allowed by policy conditions as term before which no obligation to pay was upon the company.

A clause sometimes helps against an insurance company, as where A B insures a cargo in his own name with a company whose policies always read "as well in his own name as for and in the name or names of all or any persons or person to whom the same doth, shall or may appertain in part or in all;" it was held that B, the real principal, might sue, and that the interim receipt was not to be held, by itself, to involve the whole of the contract as to the persons to it, so that only A B could sue.[1]

An insurance broker may insure and need not say as agent, and yet the principal named by the broker may sue.[2] The right of the principal cannot be doubted.[3]

"Premium receipt for $14, being premium for an insurance to extent of $2,000, subject to approval of the board at K., the said party to be considered insured for twenty-one days, within which time determination of board will be notified. If approved a policy will be delivered; otherwise the amount received will be refunded, less the premium for the time insured—for the three months."

Do not the words "subject to the approval" mean only that the insurance for three months was subject to approval, or that what the agent did was subject, so that within the twenty-one days even the insurers could reject the risk even for the remainder of the twenty-one days?

The Chief Justice says the company could reject the risk even within the twenty-one days, returning proportion of premium and giving notice.

The Chief Justice adds: If approval had not been notified in the twenty-one days, then after twenty-one days the insured would not be insured.

The Chief Justice said "he did not judge this without hesitation."[4]

Burns, J., diss., thought the insurance was for twenty-one days certain.

N.B.—Fire happened here within the twenty-one days. Before the fire the company disapproved and offered back premium (it seems).

---

[1] 16 L. C. J., A. D. 1872.

[1] *Browning* v. *Provincial Ins. Co.*, in the Privy Council, A. D. 1873.

[2] *De Vignier* v. *Swanson*, Bos. & Pul.

[3] *Watson* v. *Swann*, 11 C. B., N. S.

[4] P. 415, 17 U. C. Q. B. Rep., *Goodfellow* v. *Times & Beacon Ass. Co.*

The following is applicable as an argument against those who would hold insurance companies upon contracts of so-called agents, unauthorized and not acting in form of law:

Suppose a municipal corporation not to have power to spend money without a by-law authorizing it. If it contract without (though it profit), it can't be made to pay. No man must work for such corporation before by-law.[1]

A policy is null whether by corporation or its agent if granted contrarily to the conditions and limitations in its act of incorporation.

In France an insurance company is bound by a policy in its name issued by a person who has no written authority from them, but who has previously signed like papers which the insurance company has acted upon (such agent passing, too, by habit and repute for the agent of the company. Grun & Joliat, tom. iii, p. 38.

§ 302. *Waiver by agent.*

Boudousquié *de l'Assurance*, No. 85, after speaking of contracts made by agents in contravention of particular instructions, but in conformity with the public acts or regulations by which the company was created, as, for instance, taking a less rate of premium than that provided by the tariff, and holding such contracts valid as against the company, leaving to them recourse against their agents, he adds, No. 86: "Mais la question doit être "jugée différemment lorsque les conditions "auxquelles il a été contrevenue sont celles "qui résultent des statuts approuvés par le "gouvernement; ces statuts étant rendus pub-"lics par leur insertion au bulletin de lois qui "a lieu en même temps que celle de l'ordon-"nance d'autorisation, la compagnie au nom "de laquelle le contrat a éte souscrit, est "fondée à prétendre, *premièrement, que ces "statuts contiennent les conditions de son exist-"ence, conditions imposées par le gouvrnement "dans l'interêt public et auxquelles il n'est pas "permis de déroger, en second lieu, que l'assuré "est présumé avoir connu ces statuts et les re-"strictions qu'ils apportent aux pouvoirs de "l'agent puisque nul est censé ignorer la condi-"tion de celui avec lequel il contracte.* L'assur-"ance dans ce cas est donc nulle en ce qu'elle "a de contraire aux statuts sans même que "l'assuré puisse exercer un recours contre "l'agent."

In *Walsh* v. *Hartford F. Ins. Co.*[1] a house was vacated more than fifteen days without the consent of the company endorsed on the policy. There was a condition that no officer of the company or agent shall be held to have waived unless waiver be endorsed on the policy in writing. An agent had been told and had given oral consent, and said it did not require to be endorsed on the policy. Though the agent made a memorandum in a register, the insured lost, and a new trial having been granted to him, this was reversed in appeal by four against three of the Appeal judges.

In *Parsons* v. *Bignold*, a life insurance case,[2] the interest of the insured was said not to be truly stated. The insured had insured his son's life. The company's agent wrote into the statement what he supposed was correct, but it was incorrect, so the plaintiff brought a bill to correct the statement. The agent admitted having filled up an hour or two after the insured had signed, but the mistake was not proved to be the agent's, and the bill was dismissed.

From acts and conduct of agents of corporations (as of agents of private persons) may implications be made against private corporations?[3] If a corporation to insure hold out A to the world, to persons dealing with it, and who have no notice of any limitation of his powers, as authorized to do things for them, it (the corporation) shall be bound by A's acts within the scope of his ostensible authority.

Where by the charter of an insurance company it is ordered and appointed that a policy shall cease on alienation of the subject insured, but that the alienee having the policy assigned to him, may have the same confirmed to him, by consent of the insurers, "within thirty days after the alienation," it has been held that the term is a fatal period, and, being fixed from considerations of pub-

[1] *Cross* v. *City of Ottawa*, 23 U. C. Q. B. Rep.

[1] Alb. L. J., p. 273; N. Y., March, 1878.

[2] Sansum's Digest, p. 1178.

[3] A. & A., p. 283.

lic policy partly, can't be extended by any agent or officer of the insurance company; the fact of the alienee, after such delay, obtaining nominally such a confirmation, and afterwards paying a premium even, will not suffice to bind the corporation insurers.[1]

In *Acey* v. *Fernie*[2] an insurance upon a life was effected at Hull, the head office of the company being in London. All premiums were to be paid within fifteen days. Agents in the country were so instructed, and if not paid the agent was to give notice to the head office immediately, else the company would debit him from and after the fifteen days. The premium was due 15th March, but was not paid to the agent until the 12th April following. The head office appears never to have received the premium. The insured died on the 14th April. The company did in their books debit the agent from the 15th March. This was held nevertheless not to be equivalent to payment by the assured to the company. Nor could it be considered as proof of a new agreement between the company and the assured.

A corporation, like an individual, makes itself liable by affirming the unauthorized act of its agent.[3] Approval by a corporation of the acts of its agent may be inferred from facts and circumstances.

In the United States and Lower Canada corporations will be held bound always by express or implied ratification of acts of persons professing to be agents.[4]

If, after policy forfeited by default to pay premium, defendants had knowledge of their agent accepting payment of premium and crediting the insurers, such acceptance revives the contract.[5] How can they, with knowledge and no repudiation, pretend after a loss to be free?[6]

[1] *Mann* v. *Herkimer Co. Ins. Co.*, 4 Hill, N. Y. R.
[2] 7 M. & W., p. 150 Am. ed.
[3] *N. E. Insurance Co.* v. *De Wolf*, 8 Pick.
[4] 2 Kent's Comm., p. 298.
[5] Per Hagerty, J., *Moffatt* v. *Reliance Mut. L. Ass. Soc.*, Q. B. Rep. Ont., 1881.
[6] An agent-general in New York can waive the condition requiring prepayment, and if policy executed so delivered, it is binding, secret instructions notwithstanding. But if a statute instruct to the contrary and order as condition precedent actual payment, query? See *McGillivray* case.

In *Wing* v. *Harvey*,[1] Bennett, in 1829 and 1830, insured his life with defendant's company and assigned the policies to Wing, with the consent of the company. Indorsed upon the policies was the condition that they should be void if the insured should go beyond the limits of Europe without *the license of* the directors. The policies were effected at Bury St. Edmunds; the head office of defendants was at Norwich. In 1835 the insured went to Canada. Two successive agents of the defendants at Bury St. Edmunds received the premiums regularly and sent them to the office at Norwich. The agents were informed at the time of payment of premiums of Bennett's being in Canada, but said it was all one provided the premiums were paid regularly. In 1849 Bennett died in Canada, and afterwards the insurers contended that there was forfeiture of the policies from 1835, and they offered back the premiums received after the alleged forfeiture, with interest at 4 per cent. and compound interest. Wing sued, claiming the full sum insured, with all bonuses, or, in the alternative, should he not be held entitled to the sums insured, repayment of all premiums paid and with interest at 5 per cent. The defendants insisted that their agents could not waive the forfeiture operated in 1835. Sir J. L. K. Bruce said that, the premiums having been retained by the directors *without* objection, they (the directors) were bound as if those premiums had been paid to themselves by plaintiff, they knowing at the time of Bennett's residing in Canada, and whether their agents informed or did not inform them of the true state of the circumstances in which the premiums had been paid, was of no importance. The directors were and are precluded from saying that they received the plaintiff's moneys otherwise than for the purpose for which plaintiff paid them. Sir G. J. Turner said that the company was affected by the information given to its local agents.

Is not this proceeding upon the principle of Lord Eldon in the *McMorran* case? Yet Lord Eldon is never referred to; because that dictum of his is buried in the great mass of

[1] 18 Jurist, p. 394, A. D. 1854. The policy was not under seal in this case.

the report of that case. The principles of *Wing* v. *Harvey* are those which rule throughout America. In England the courts draw distinctions, and it is hard to say if *Wing* v. *Harvey* would be approved.

In the case of the *British Industry Life Assurance Co.* v. *Ward*, vol. xxxiv, E. L. & E. R. of 1856, the respondent, as administrator of Ann Ward, brought a plaint in the St. Helen's County Court to recover £50 on a policy of insurance effected on her life in the defendants' office. Ann Ward had insured her life for the period of life in consideration of a premium of one shilling payable every week. At delivering the policy the agent of insurers delivered a card with it, upon which was this notice: "Any member allowing payments to fall more than four weeks in arrear will be excluded from all benefit." It was proved also that the agent said, as to premium, that "it would be sufficient if they were paid when he called for them." On the 2d of November, 1854, eleven weeks premiums were unpaid; but the agent called that day for them, and got them and marked the payment upon insured's card. Ann Ward died on the 11th of November. Afterwards the agent announced her death to the head office and remitted the premium. The directors disapproved of his act immediately, and caused the money to be tendered back. The defence was that default had been made in the payment of the premium for eleven weeks, whereby the policy, according to one of the rules contained in the deed, was forfeited. The default, it was contended, had been waived by the agent of the defendants, who had power to negotiate policies for them, having accepted the premium after the default. The learned judge was of this opinion, and gave judgment for the plaintiff, but, at the defendants' desire, stated a case for the Court of Appeal. For the appellant it was contended that the case stated no evidence showing the agent to have authority to waive the rule rendering the company's policies void if the premium was in arrear more than four weeks. For the respondent it was urged that if the court could see any evidence to support the judge's decision, they would do so. Mr. Justice Cresswell said it was a question of fact, which must be found upon some evidence, and there must be some evidence showing the agent's authority to waive the rule. The learned counsel for the respondent having admitted he could show none, the court reversed the judgment. Judgment for a nonsuit. Had the directors not acted at once, had they kept the money, their conduct would have been evidence of ratification of the agent's act, and so the plaintiff would have recovered. This case is not at variance with the anterior one. Time and the conduct of the principals in all these cases are very important. Lord Eldon's doctrine in McMorran's case is good.

Suppose the insured had proved that the agent had previously done exactly in like way, and the company had received his remittances without objection. In such case authority might be inferred, *semble*, in the agent to act so afterwards.

Dalloz, Rec. per., 1854, 1st part, page 366. Mode of acting (conduct) of an insurance company *rendre quérable* only premium stipulated *portable* by policy; and see 2nd part, page 166.

Usage of a company, though its policies state premiums to be *portable*, with a clause that without *mise en demeure* the insurance shall be in suspense until payment of any premium due) to go and take premiums at the domicile of the assured after their falling due, and sometimes before, may make the premium *quérable*, "de portable qu'elle était." Dalloz, Rec. per., 1st part.

Mise en demeure is necessary to resolve the contract of insurance where the premium is simply stated *portable*. (Note 2.)

§ 303. *Reports of agents.*

The production of reports of the agents of insurance companies by whom the insurance was effected, before the policy, may be compelled by the insured; but the reports of insurers' officers after the fire are confidential.[1]

In *Baker* v. *London & S. W. R. Co.*[2] reports and letters of agents were held admissible if the agents have placed themselves in communication with both parties. Generally an agent sent to make enquiries can't be made

[1] *Grant* v. *The Ætna Ins. Co.* So held also in England: *Wolley* v. *Pole*, 32 L. J. C. P. Bunyon, Fire Insurance, p. 207.

[2] L. R. 3 Q. B. Rep. A. D. 1867.

to reveal his reports; his communications are privileged.

Fisher, Burke & Watson, on account of P. H. Braden, doth make insurance, says the contract. The Court below and the Court of Appeal held that the promise to pay the agents was evidently to pay them *as agents*. The authority of the agent to receive the money could be revoked at any time before actual payment. It was further said, "A man can't be agent and principal at the same time."

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 20.

Judicial Abandonments.

Oswald Chamberland, boot and shoe merchant, Montreal, June 11.

J. B. Chenevert, boot and shoe manufacturer, Montreal, June 17.

Henry Gardner, trader, South Halifax, June 16.

Curators Appointed.

Re Charles C. Cairns, Montreal.—W. A. Caldwell, Montreal, curator, June 13.

Re Oswald Chamberland.—C. Desmarteau, Montreal, curator, June 18.

Re Mary Ann Coffey.—C. Desmarteau, Montreal, curator, June 15.

Re Pierre Avila Gouin, hardware merchant, Three Rivers.—John Hyde, Montreal, curator, June 16.

Re Jos. Julien, Ste Jeanne de Neuville.—H. A. Bedard, Quebec, curator, June 15.

Re Thomas O'Hare & Co.—W. J. Thomson, Montreal, curator, June 12.

Dividends.

Re Dame Marie Goyette,—second and final dividend, payable June 26, at office of J. A. Nadeau, N. P., Iberville.

Re David Gagnon, Baskatong Bridge.—First and final dividend, payable July 10, Michael Shea, Maniwaki, curator.

Re Patrick Gallery, Montreal.—First and final dividend, payable July 7, A. W. Stevenson, Montreal, curator.

Re J. Giroux, Quebec.—First and final dividend, payable June 24, I. Chavanel, Quebec, curator.

Re M. H. Leprohon.—First and final dividend, payable July 2, Bilodeau & Renaud, Montreal, joint curator.

Re F. Marleau, St. Telesphore.—First and final dividend, payable June 26, L. G. G. Beliveau, Montreal, curator.

Re Joseph Millette.—First and final dividend, payable July 6, J. M. Marcotte, Montreal, curator.

Re Damase A. Morin, Fraserville.—First and final dividend, payable July 6, H. A. Bedard, Quebec, curator.

Re Wenceslas Turcotte, St. Frédéric.—First and final dividend, payable July 6, H. A. Bedard, Quebec, curator.

GENERAL NOTES.

DISHORNING CATTLE—AN IRISH DECISION.—On the 4th instant, in the case of *Newland* v. *M'Donagh*, the Irish Queen's Bench Division, following the recent example of the Scottish Court of Justiciary, gave judgment in favor of the legality of the practice of dishorning cattle. The judges present, the Lord Chief Justice and Justices O'Brien, Johnson, Holmes and Gibson, none of whom had previously pronounced a judicial opinion on the subject, were unanimously of opinion that the practice was not cruelty within the meaning of the statute; the very great, though temporary, pain caused by the operation being justified by the existence, or an honest and reasonable belief in the existence, of a reasonable and adequate object, and by the use of reasonable skill and proper care in performing the operation. Mr. Justice Gibson, however, took occasion to express his sympathy "with the humane feeling that underlay the judgment" of Lord Chief Justice Coleridge and Mr. Justice Hawkins in *Ford* v. *Wiley*, 58 Law J. Rep. M. C. 145; and Mr. Justice O'Brien "could not personally deliver his mind from an uneasy consciousness that it was a brutal business with which some persons would have no concern for the world." This is the nearest approach to a dissenting judgment that occurs in any of the cases. On the other hand, the Lord Chief Justice alluded to the prosecution as an attempt "to suppress a method of carrying on their business which had been sanctioned by the great body of the representatives of the principal industry of this pastoral country." This is very like the *dictum* of Lord Young that the statute does not interfere with the judgment of farmers who are pursuing their own affairs to the best of their judgment. Questions were asked on the subject in the House of Commons on the 11th instant, and the President of the Board of Agriculture said he was not prepared to introduce a measure to legalize the operation in England. He, however, made the tentative suggestion that perhaps the difficulty might be solved by making dishorning permissible up to the age of six months, when the horns could be removed without pain, and illegal afterwards.—*Law Journal.*

RECENT DECISIONS IN VERSE.—The *Law Students' Journal* has the following:—

Re The Clitheroe Abduction Case.

If you are a married man new,
And your wife says, "I won't live with you!"
You get an order of course,
But you must not use force,
So, what the deuce are you to do?

Sharp v. *Wakefield.*

Since *Sharp* versus *Wakefield* you'll see
It might very easily be,
That your public-house trade,
For which dearly you've paid,
Is ruined by a local J. P.

SIR JAMES FITZJAMES STEPHEN.—The *Gazette* of May 8 contains the following:—"The Queen has been pleased by letters patent, dated April 20, 1891, to grant to Sir James Fitzjames Stephen, K.C.S.I., late one of the Justices of the High Court of Justice, an annuity of £3,500."