

The Legal News.

VOL. VI. DECEMBER 29, 1883. No. 52.

THE COURT OF QUEEN'S BENCH AND ITS SITTINGS—HOW TO TURN THEM TO ACCOUNT.

The Bench and the Bar will not gain much by amateur suggestions. The *amicus curiæ* is a personage of very doubtful utility. In his wisdom he tells us that if pleaders talked less, if judges interrupted less, and lawyers and judges did not wrangle, cases would be more promptly heard. As a matter of fact no other portion of the community, brought into such sharp conflict of opinion, in matters of the deepest interest, show so much reserve as judges and lawyers. If they exhibited as much disregard for one another's feelings as the contending parties in the House of Commons, or the shareholders at a bank-meeting when there is no dividend, or even as co-religionists in the vestry-room, Courts of Justice would become more entertaining than the "ring" or a bull-fight.

It requires experience, careful study and a frank admission of our short comings to get on to the line of practical improvement.

In this Province we begin with the great advantage of having the best system of law in the world, and the schools, established within the last thirty-five years, have done much to develop legal knowledge: but generally we lack training, and our system of procedure is simply detestable. It is neither French nor English, but a hideous jumble of both.

Want of training is very manifest in pleading both written and oral. When it is said a pleader speaks too long, it is only another way of saying he pleads badly. No one intends to weary his audience, for the hearer has always some measure of protection—he can cease to listen. On the other hand it is manifest that an argument to the point, and systematically arranged, is of immense use, provided the judge is prepared to listen and to understand it, and if he is not to throw the case into a bag after the hearing, and to leave it there till all that has been said is forgotten. The union of the two branches of the profession is a great difficulty in the way

of good pleading, and renders special training in this important matter doubly needful. Either from economy, or from the idea that he knows more of the case than he can communicate to counsel, or from vanity, the attorney invariably pleads his own case, whether he be eloquent or not, or whether he hesitates or stutters, or whether his voice is melodious or monotonous, or whether he has any aptitude for the clear exposition of a principle or for the striking grouping of facts or not. All these deficiencies, as well as every act that depends mainly on method and good taste for its efficient performance, can be to a great extent affected by education. Therefore it is to the schools we must look for a remedy in these particulars.

The legislature must aid us in procedure. The first and greatest difficulty is the taking of evidence. Theoretical writers constantly tell us that the written evidence should be as nearly in the words of the witness as possible, and doubtless, in the abstract, the rule is true. But when in practice, this is attempted to be carried out, a mass of rubbish is collected, in the midst of which the evidence is as likely to be lost as the traditional needle in the bottle of hay.

The cure for loose and useless accumulation of evidence is to be found firstly, in scientific pleading. Unfortunately that unrefined critic "public opinion" is vehemently opposed in the present day to intellectual distinctions, he finds them difficult and wearisome, all of which we readily admit; but so are the great problems of mathematics, and so also it is difficult and very wearisome to dig. The cure is to be found secondly in keeping the whole case, from the beginning to the end, under judicial control. One of the schemes devised for this is to have a *juge d'instruction*. The judge of first instance should be the *juge d'instruction*, and his notes, and not the rambling story of the witness, should be the evidence in the case. The objection is, that the judges have not time. There is nothing in this; evidence can be more easily taken by a judge without a jury than with one. The real impediment is the prejudice of old attorney, who likes to nurse his case, and, by adjournments, to have an opportunity of plastering up holes. These plasterings are very generally untrustworthy evidence, or they are unsuccessful.

The record being built up on logical principles, and confined to legitimate bulk is easily managed. Make-weight arguments are excluded or easily exposed, and sentimentalities, often dignified by the name of equity, become transparently ridiculous.

In procedure we have been going backwards lately. Let me hope progressive people will not be too much shocked, when the introduction of stenography is indicated as the retrograde step. To stop the cry of indignation, by which my observation may be overwhelmed, let me say at once, that it is the application to law of stenography, while it is a hidden art to almost the whole world, to which I object. When, after transcription, the so-called testimony is submitted to the court, it is not sworn testimony of what took place, but the substituted oath of the stenographer of what one or many witnesses have said. It is in reality hearsay evidence, and no more.

The next point in which our practice is faulty is in the making of factums. The parties should be constrained to make one case, from which all repetitions should be excluded, and into which no argument should be admitted. It should consist of a faithful statement of the pleadings, then of the judgment or judgments appealed from, then of the propositions of law succinctly stated, also the summing up of the evidence, and then the evidence itself.

The last improvement is in the formation of the court, and it is the most important. A Court of Appeal should never consist of more than three judges. They will do more work, and do it better, and more easily for themselves, than a greater number. The moment the number of three is exceeded, the faults of the committee begin to appear. It is said that two heads are better than one, granted; but no proverbial philosopher ever said that five were better than three. It is so well known that good counsel is not to be obtained from numbers, it is hardly necessary to analyse the causes of the fact. In general terms, however, it may be said, that truth is proclaimed by the many, but it is discovered by the few. Proverbially it lies at the bottom of a well, it does not float like cream on a milk-pan.

Simple and easy as are the alterations proposed, the writer has no ardent hope of seeing them speedily brought about. Selfishness, jealousy

and prejudice will combine to prevent even their candid discussion; but with the most perfect faith that no true word is ever thrown away, and in the belief that there are some truths in these papers, I close my comments for the present, on "the Court of Queen's Bench and its sittings." R.

OBLIGATIONS OF A TRUSTEE.

When the Supreme Court surprised our legal world by its judgment in *Miller & Coleman*, we were told that the decision was in conformity with English law. We received this assurance with some Lesitation, for although we are supposed to be governed, in civil matters, chiefly by the laws of France, and therefore we do not make a special study of English law, yet it was difficult for us, in our ignorance to believe, that the most practical of peoples could possibly have laid down principles leading to absurd results. The following report of a case recently decided in England, establishes, on the very highest authority, that the law there regulating the obligations of a trustee as to diligence is precisely the same as it is in the Province of Quebec:—"In the House of Lords on Monday, the Lord Chancellor, and Lords Blackburn, Watson, and Fitzgerald gave judgment in the appeal of *Spaight et al v. Gaunt*. Mr. Gaunt, trustee under the will of A. Bradford, manufacturer, had entrusted £15,275 to a stockbroker, named Cooke, to invest. Cooke, however, appropriated the money and absconded. His estate only yielded 6d in the pound. In an action brought against the trustee, Vice-Chancellor Bacon ordered him to make good the sum lost and to pay costs. This judgment was however set aside, in the Court of Appeal. The late Sir George Jessel, in the course of his judgment, said that a trustee ought to conduct the business of his trust in the same manner as an ordinary and prudent man would conduct his own business; but beyond that there was no liability or obligation upon him. It was not reasonable to make a trustee, who was not paid for his services, adopt further and better precautions than an ordinary and prudent man of business would adopt, and if it were otherwise no one would be a trustee. In consequence of this judgment the appellants appealed to their lordships, and sought to make the respondent liable for a breach

of trust. Their lordships, however, affirmed the judgment of the Court of Appeal, and dismissed the present appeal with costs."

TRADE MARK.

It appears by the following notice of a recent case that a man may use his own name so as to be a fraudulent appropriation of the trade mark of another firm:—"Mr. Justice Chitty gave judgment on Wednesday in an action of *Clayton v. Bell*, which was brought by the present proprietor of the business of Day and Martin, blacking manufacturers, for an injunction to restrain two men named Enoch Day and Thomas Martin from using the words "Day & Martin" on labels for bottles or packages of blacking. Day was an assistant to an ironmonger in Southsea, and Martin the keeper of a small shop at Southsea, for the sale of sweets and ginger beer. Mr. Justice Chitty said he was satisfied that the defendants intended fraudulently to appropriate the name of the plaintiff's firm for the purpose of obtaining a sale of blacking made by the defendants, and he granted the injunction with costs."

A CHEQUE CASE.

The Lord Chancellor and Lords Blackburn, Watson, and Fitzgerald had before them in the House of Lords recently the case of *John McLean v. The Clydesdale Banking Company*. It was an appeal from a decision of the Court of Session in Scotland, affirming two orders of the Sheriff's Court which were in favor of the respondents. The question was whether the appellant was entitled to countermand payment of a cheque after it had been endorsed to a third party for value. It appeared that a person named Cotton kept an account with the Clydesdale Bank in Glasgow, and on the 14th of January, 1882, the sum at his debit amounted to £1,970. In the course of the day sums amounting to £1,941 were paid in, including a cheque for £265 2s. 6d., drawn by John McLean in favor of Cotton. This cheque was, to the extent of £250, an accommodation bill given by the appellant to Cotton. When the cheque was presented to the Bank of Scotland, the bank refused to honour it in consequence of instructions received from the appellant.

The appellant did not dispute his liability on the cheque to the extent of £15 2s. 6d., being the amount for which he received value, but he denied any liability for the remaining £250. The respondents contended that the appellant was not entitled to stop payment of the cheque after it was endorsed to them for value. Their lordships, without calling on the counsel for the respondents, gave judgment, dismissing the appeal with costs. In their lordships' view there could be no doubt that cheques under the existing laws of England and Scotland were negotiable, and the property in them would be passed by endorsement for value. In this case the payee had endorsed the cheque over to the bank, and the consequence was the respondents stood now in the position of owners of the cheque and entitled to sue upon it."

THE LAW'S DELAY.

There is so much clatter over delays in the administration of justice, that the minds of people receive a very distorted impression of the facts. It is not uncommon to hear people speak as if a determined fight in the courts meant at least ten years' litigation, and timid persons are no doubt often frightened into compromise or abandonment of their lawful rights rather than run the risk of having a suit hanging like a mill-stone round their necks. In particular the Court of Appeal of late has been held up as a bugbear. Celerity, of course, is desirable, so long as the work is well done. But let us take an illustration of the actual delay. The case of *Arpin & Robillard* was decided by the Superior Court, 9th January, 1883; the appeal from that judgment was heard in its turn on the roll on the 15th December, 1883, and was decided 21st December, 1883. This does not indicate extraordinary delay. Doubtless, it may be said with truth that the same result could have been attained within two months instead of twelve, if the roll had been clear; but our impression is that in the olden time, when there were not more than twenty-five or thirty cases on the roll, the same delay often occurred between the judgment of the the first Court and that of the Court of Appeal. Of course, if the lawyer for the appellant takes six or eight months to prepare his factum, the case will not get its proper

place on the roll, but he suffers from his own want of diligence and not from the block of business. As to the lower Courts, business has never been more promptly dispatched. A writer signing "M." (p. 400), in whose initial and style, it is not difficult to recognize a learned Judge who recently retired from the Superior Court, has shown how expeditiously the work of the Court of Review is performed. In the Court of first instance cases are tried and disposed of with a celerity never known before. In fact, the more work both bench and bar have to do, the less disposition is there to linger over cases.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

QUEBEC, December 4, 1883.

DORION, C.J., MONK, RAMSAY, TESSIER & BABY, JJ.

ROCHETTE, Appellant, & OUELLET, Respondent.

Security in Appeal—Hypothecary Action.

1. *Where the defendant in a hypothecary action appeals, the sufficiency of the sureties, or the amount to be deposited as security, is not to be calculated on the value of the real estate, or on the amount to which the defendant may be condemned should he fail to délaissier. Nevertheless the bond should be in the terms of Art. 1124 C. C. P., and the Prothonotary ought not to limit its terms to the payment of costs.*
2. *When the defendant makes a deposit instead of giving security, which the Prothonotary has declared should be for the payment of costs only, a motion to set aside the deposit as insufficient, will be rejected, if it appears to the Court that the deposit is sufficient to cover any condemnation in money, whether for costs or otherwise, to which the defendant is liable to be condemned, and the Prothonotary's order will be amended.*

Motion to reject the appeal owing to insufficiency of the security. The action was hypothecary. The prothonotary, before whom the

security was given, decided that the appellant was only obliged to give security for the costs. The following is the judgment of the Court:—

" Considérant que le cautionnement pour appeler d'un jugement de la Cour Supérieure, doit être donné dans les termes de l'article 1124, du Code de Procédure Civile, et que dans l'espèce le Protonotaire n'avait pas le droit de restreindre le cautionnement et d'ordonner qu'il ne serait donné que pour les frais seulement ;

" Mais considérant que pour déterminer la solvabilité des cautions ou leur suffisance, le juge ou le protonotaire recevant le cautionnement doit fixer une somme pour laquelle les cautions doivent justifier de leur solvabilité, et que d'après la loi et la pratique constante de cette cour, cette somme doit égaler les condamnations en argent ou en choses mobilières appréciables en argent auxquels la partie appelante peut être condamnée ;

" Et considérant que lorsque la partie appelante, au lieu de donner un cautionnement, offre de déposer une somme de deniers pour tenir lieu de tel cautionnement, l'appréciation de la somme à être déposée doit être basée sur la même règle ;

" Et considérant que sur une action hypothécaire dont l'objet est le délaissement d'un immeuble, la suffisance des cautions, ou du dépôt qui doit être fait au lieu de cautionnement, ne doit pas être estimé en y comprenant la valeur de l'immeuble dont le délaissement est demandé ou de la somme à être payée dans le cas où le défendeur ne délaissierait pas, mais seulement des condamnations en argent auxquelles le défendeur peut être condamné ;

" Et considérant que l'appelant défendeur en Cour de première instance, a choisi de faire un dépôt de \$350 au lieu de donner un cautionnement ;

" Et considérant que cette somme est suffisante pour rencontrer les condamnations en argent auxquelles l'appelant peut être condamné en cette cause ;

" La Cour mettant de côté l'ordre donné par le protonotaire, déclare néanmoins que le dépôt fait par l'appelant est suffisant pour rencontrer les condamnations qui pourront être prononcées contre lui, et renvoie la motion de l'Intimé, mais sans frais."

Motion rejected.

COURT OF QUEEN'S BENCH.

QUEBEC, December 7, 1883.

DORION, C. J., MONK, RAMSAY, TESSIER, BABY, J.J.
BELANGER (deft. below), Appellant, and BAXTER
(plff. below), Respondent.

*Promissory note obtained from the maker by fraud—
Action by endorsee (before maturity) cognizant
of the fraud.*

*Where the transfer of a note by indorsement is made
before it becomes due, but the evidence shows
that the note was obtained from the maker by
fraud and that the holder was aware of the
fraud, the case does not come within the general
rule laid down in C. C. 2287, and the onus of
showing that he is in good faith falls upon the
holder.*

RAMSAY, J. This is an action on a promissory note dated 3rd January, 1882, and payable twelve months after date. The plea is that the defendant being a person of little education, had signed this note believing he was signing an agreement by which he was to become the agent of C. B. Mahan & Co. for the sale of agricultural instruments. The transaction is clearly one of those swindling concerns of which we have seen so many got up to dupe unsuspecting country people. It is evident that this note would have been valueless in the hands of Mahan & Co., but it was transferred to the respondent before it was due—sometime, it appears, in December, 1882. The only question seems to be whether the respondent is a *bona fide* holder. It is argued that Walters was, and that he holds from Walters. But the fact is not so. Walters only held the note as collateral security—he did not discount it “out and out” as he said. He held it with a number of other notes amounting to a very large sum of money, and he was disinterested in the whole for \$6000, less than half the face value of the notes. A note obtained by a gross fraud of this kind, and out of the ordinary course of business, is already open to suspicion, and the *onus* of showing that the plaintiff is a holder in good faith and for value readily falls upon him. This was formally decided in England, *Fitch & Jones*, 5 E. & B. 245; it was also decided here before the code in a case of *Withall & Ruston et al.*, 7 I. C. R., p. 399. It is, however, contended that art. 2287 C.C. has laid down a new rule on the point. This Court has

been unable to adopt this view. There is nothing to indicate any intention on the part of the legislature to change the existing law. Art. 2287 represents Article 9 of the 7th Report of the Commissioners, and on it (Art. 9) they make this remark:—

“The rule declared in Article 9, as to the “right to transfer a bill by endorsement after “it is due and the effect of such endorsement, “admits of no difficulty with us at the present “day; it has been the constant usage derived “from that of England, and is recognized in “a number of cases, one of which is reported “and is cited under the article.”

The case referred to is that of *Wood et al.*, & *Shaw*, 3 L. C. J., p. 175, which does not support the pretension of the respondent. The sense of the article is this, the title of the holder is perfect on the face of it, but the article does not say that the title continues to be perfect when the evidence gives rise to the presumption that the holder is in fraud, and has not given value. We have therefore maintained the old principle in two cases, one of *Robinson & Calcott*, reviewed in 2 *Thémis* 331, the other that of *Morin & Grenier*, decided in Montreal, on the 15th of September, 1877.

As to the facts of this case, it appears that Baxter held the note on an order from Mahan, who fled the country about the beginning of November, and with whom Baxter says he had had no communication since his flight; but he admits that he was aware of the rumours as to these notes having been obtained fraudulently at the time of Mahan's flight, and it appears he only produced his order in December, weeks after Mahan had disappeared. Then, when we come to examine the condition on which the notes were given up by Walters, we find that it was upon payment of Mahan's indebtedness. The transaction, then, has all the outward appearance of a withdrawal of the notes by Mahan's agent, and Baxter has not attempted to show that he withdrew these notes with his own money. We are therefore of the opinion that the judgment in this case must be reversed with costs of both Courts.

The judgment of the Court is as follows:—

“The Court having heard, etc., on the appeal from the judgment of the Superior Court sitting at the city of Quebec, in the Province of Quebec, in a suit in which James Baxter was

plaintiff and Victor Bélanger was defendant, to wit the judgment rendered on the 9th day of July, 1883, and having deliberated;

"Considering that the note which formed the basis of the said action, to wit, a note purporting to be drawn at Lotbinière on the 3rd January, 1883, payable 12 months after date to the order of C. B. Mahan & Co., and signed by the said defendant now appellant, was obtained from the said appellant by the said Mahan & Co. by misrepresentation and fraud;

"Considering that it appears that the holder of the said note, to wit, the said James Baxter, was aware of the said fraud, and that he has failed to prove that he gave value for the said note;

"Considering further that it appears that the said plaintiff got possession of the said note, after the departure of the said Mahan from Montreal, from one Walters, who held the said note with others of a similar kind, as collateral security for advances to Mahan, on the order of Mahan and on the payment of what was due by Mahan to Walters;

"And considering that this transaction gives rise to the presumption that Baxter got these notes as agent of Mahan, and that he holds them for Mahan, which presumption is not repelled in any way;

"Considering that Mahan could not recover on the said note;

"And considering there is error, etc.;

"Doth reverse, etc., and doth condemn the said Baxter to pay the costs incurred in the Superior Court as well as the costs of this appeal."

Judgment reversed.

COURT OF QUEEN'S BENCH.

QUEBEC, December 7, 1883.

DORION, C.J., RAMSAY, TESSIER, CROSS & BABY, JJ.
HÉBERT, Appellant, and CHOQUETTE, Respondent.

Election Act, 38 Vic. (Que.) c. 7—Proof of Election—Inducement to vote.

The holding of an election is matter of record, and in an action for a penalty, must be proved by the written certificate of the returning officer.

Suspicious are not to take the place of proof in prosecutions for electoral frauds: the corrupt inducement to vote or to refrain from voting must be clearly proved.

RAMSAY, J. This is an action for a penalty under the Quebec election law, 38 Vic. cap. 7, for bribery. The appellant was found guilty and was condemned to pay \$200, and in default of payment to be imprisoned for six months. The appellant contends that there is no proof to support the action:—

- 1st. That there is no evidence of any election.
- 2nd. No evidence of bribery.

Respondent answers that this is a Circuit Court case; that there is no declaration in writing requiring the notes of evidence to be taken down in writing (1074, C. C. P.), and that consequently there is no appeal except on law.

It seems to us that the respondent cannot fairly take up this ground, for the notes were taken and a stenographer was sworn to take them correctly, and these notes are filed.

With regard to the appellant's pretention, it appears that the article does not require, in an action for a penalty any mention of the writ of election or the return thereto. (Sect. 293.) Again, sect. 295 enacts that "it shall not be necessary at the trial of such suit, to produce the writ of election, or the return thereto, nor the authority of the returning officer, but parol evidence of these facts shall be sufficient proof of the same."

"The certificate of the returning officer to that effect shall constitute sufficient proof of the election having been held, and of the fact of any person therein stated to have been a candidate having been such candidate."

It is easily understood that the object of the legislature was to avoid the inconvenience of depriving the Assembly of its officers, and of its archives to make a formal proof of a fact of public notoriety; but it was not intended to substitute parol for written evidence where there was no inconvenience in producing a written certificate. At any rate the legislature has not gone so far. It seems that parol evidence of the writ, of its return, and of the authority of the returning officer will suffice, but that it requires the certificate of the returning officer to establish that the election was held and who were the candidates.

If this be the requirement of the law then the evidence is incomplete, for no one has established who was returning officer, and consequently there can be no valid certificate. Without a certificate of this kind, we don't know that there was an election. Again, we have no more verbal evidence that there was a writ, or that there was a return thereto, than as to who was returning officer. All we have is general evidence that there was an election, but on what authority it was held, no one seems to have thought it necessary to enquire.

It is needless to say that the holding of an

election is matter of record, and that as record it must be proved, except in so far as the stringency of this rule is set aside by positive enactment. Nowhere has the law pretended to say that general evidence of an election would suffice, and I fancy the Legislature will pause before making such a dangerous innovation.

Although this action is called an action of debt, it is so-called only to avoid technical difficulties, but for what is of importance, as the evidence of the offence, it is to be considered as a penal action. Without going further we are to reverse.

But coming to the merits, it seems to me the action is not proved. It is quite evident that, according to no ordinary principle will suspicions do to establish such a case, and that with regard to presumptions, which generally come to aid in the proof of offences, they are inconclusive in these cases. In another case, *Lapierre & Laviolette*,* I have endeavoured to draw attention to the phraseology of section 249 of this act. It seems to me that the offence sought to be brought home to the appellant is a violation of sub-section 1, that is, it is a gift to Bouchard's wife to induce this man to vote for one of the candidates. This is a specific charge, and the statute requires that it should be specific.

Now what is the evidence in support of it? I take the evidence of Bouchard, his wife and the girl Isabelle, for I think the attempt to break down their credibility is totally unsuccessful. They are poor people living to some extent, on charity, and very naturally, and I may add, not improperly under Mr. Bernatchez's influence. Now what they tell us is this, that the appellant called and asked Bouchard if he would vote; that Bouchard told them he would, but that he would not say for whom; and all agree that the appellant said he was right in this, and that he did not ask him to vote for Mr. Fortin, nor make any bargain with him that he should. After that appellant gave Bouchard's wife \$5 without any further stipulation or understanding.

I can fancy that Hebert may have thought that giving \$5 to this semi-mendicant, who had not a cent in the house, was likely to produce a friendly feeling to appellant, but I deny that any one has the right to say it was

* The case of *Lapierre & Laviolette*, referred to by Mr. Justice Ramsay, turned entirely on evidence, and has not been reported. By way of completing the above report, we give a note of it as an appendix to the present case.

given as an inducement to vote, when all the parties swear that there was no understanding of the sort between them.

To say that charity must cease because an election is going on appears to me as ridiculous as it is infamous. The sincerity of the advocates of such views may be judged by their practice. They denounce giving a few dollars to a beggar woman for fear it may bias her husband in favor of the donor, and they set forth the pecuniary advantages to be derived by manufacturers or farmers from free trade or protective tariffs as the most unanswerable reason for voting for this or that candidate. Acts of Parliament will not, I fear, be found to be very efficient means of making people patriotic. If parliamentary elections have the effect of inducing even spasmodic fits of charity, it is not a totally despicable gain. But whatever may be the abstract view upon these matters, the legislature has not yet laid down the rule that suspicions are to take the place of proof in all prosecutions for electoral frauds.

I am to reverse, not only on the absence of proof of the election having been held, but also on the absence of proof that the \$5 was given to the mendicant woman to induce her husband to vote or to refrain from voting.

The Court is unanimous in reversing the judgment.

Sir A. A. DORION, C.J., was to reverse on the first point, but he thought there was evidence to justify the Court in presuming that the \$5 was given to induce the husband to vote.

Judgment reversed.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 27, 1882.

DORION, C.J., RAMSAY, TESSIER, CROSS & BABY, JJ.
LAPIERRE (def. below) appellant, & LAVIOLETTE
(plff. below), respondent.

Quebec Election Act—Inducement to refrain from voting—Evidence.

The appellant complained of a judgment rendered in the District of Richelieu, condemning him to pay a penalty of \$200 for having committed an act of corruption within section 249 of the Quebec Election act.

It appears that an election for the Quebec Legislature was in progress in the County of Berthier, and the 29th December, 1880, was

fixed for the voting. The appellant was a supporter of Mr. Sylvestre, the Liberal candidate. The day before the voting he got a number of voters to go to Montreal on the pretence of getting various articles for him, but really, as was charged, to procure their absence from the polls. Among those who it was alleged were thus tampered with was Adrien Hétu. The appellant paid Hétu \$6 to go from Lavaltrie to Montreal for a load of 1,000 pounds, but the load turned out to be a packet of cotton of about ten pounds weight. Joseph Prud'homme got \$5 to go to town for a small package of whiskey. The Court below found that the engagement of Hétu was a sham, and that the money was paid to secure his absence from the poll, he being a Conservative. The penalty of \$200, or six months' imprisonment, was therefore inflicted.

RAMSAY, J. (*diss.*) This is an action for a penalty under the Quebec Election Act of 1875 (38 Vic. c. 7, sect. 249) This section contains five sub-sections, the first four of which are directed against corrupt agreements to induce people to vote or to refrain from voting at an election. The fifth and last sub section is legislation of a peculiar character. It makes it penal to give money to another with the intention of preventing an elector from voting, although there be no corrupt agreement, that is to say, without any corruption on the part of the recipient. I may at once say that this is not the action brought in the present case, and which without confession on the part of the defendant is not susceptible of proof; for I take it there can by no possibility be any presumption of a malicious intent arising out of the doing of an absolutely innocent act. The action is very loosely drawn, and if it can be sustained at all it must be as an action under sub-section 1, that is, as being the giving of money in order to induce one Adrien Hétu not to vote. There is no direct evidence of any such contract, nor indeed is it pretended that there is. But plaintiff says that there was a simulated bargain that Hétu should go to Montreal on the polling day, pretending to get a load of goods for appellant, that appellant had no load of goods to carry, that Hétu was to return empty-handed after the polling was over, so that he could not vote, and that for this pretended service he was to get from appellant \$6. I think I may safely say that of this contract so elaborated there is absolutely no direct evidence either. The appellant was not examined, and Hétu distinctly denies that there was any such agreement, and no witness testifies to having any knowledge of there being any such bargain between appellant and Hétu. But plaintiff says: "That is not necessary; I have a right to presume

that the appellant is guilty and that a contract did exist between them, because, 1. Lapierre did return without a load but only with a small bundle of little value. 2. Because Hétu was a supporter of the Conservative candidate, to whom the appellant was strongly opposed. 3. Because appellant did engage another person to go on an errand to prevent him from voting, if we are to believe the story of Mr. Joseph Prud'homme.

It appears to me that these presumptions are unfounded and inconclusive, and that the evidence of a different act of corruption is inadmissible. There is no doubt that a guilty intention may be inferred from other acts of a like nature. But this class of evidence is admitted with great care, and I take it there must be a wrongful, or at least an ambiguous act to qualify. An illustration will make my meaning clear. I find A without right in my house by night and I accuse him of being there with intent to commit a felony. In proof of this charge I can prove that he was there before and did commit a felony; but if I find a man walking on the road before my house where he has a right to be, I could not prove that he had any felonious intent in being there, by showing that he did walk there on a previous occasion when he did commit a felony.

I therefore say that all the evidence of Prud'homme is illegal. It is just as though you proved that a man had stolen because he had stolen on another occasion. In the same way, that Hétu brought back no load proves nothing. I am to reverse.

DORION, C. J., also dissented on the ground of the insufficiency of the evidence. There was no sufficient evidence against Lapierre. He engaged a man named Hétu to go to Montreal and get a load. There was no time fixed for him to make the trip, except that he was to bring the load before New Year's Day. There was no mention of the election, nor any request as to not voting. He might have gone to Montreal and returned in time to vote, or he might have voted first and then brought the load. Colorable intention was not proved. His Honor considered the law in question a good one, but there was no evidence on which to rest a judgment against Lapierre. It was proved, moreover, that he did not meddle with the election.

The majority of the Court held that the judgment against Lapierre ought not to be disturbed. The circumstances connected with the engagement of Hétu were in the opinion of the majority such as to lead to the belief that the intention was to secure his absence from the poll.

Judgment confirmed, Dorion, C. J., and Ramsay, J., dissenting.

Piché, Q. C., for the appellant.
Gagnon, for the respondent.

GENERAL INDEX TO SUBJECTS.

VOL. VI.

	PAGES
ACCEPTANCE of Goods, Proof of.....	363
ACCEPTANCE of Succession.....	26
ACCESSION, C.C. 435.....	381
ACCIDENT INSURANCE POLICY, forfeiture.....	368
ACTION, Against Railway Commissioner, Quebec.....	222
By shareholder to set aside lease by Company.....	327
<i>En déclaration de paternité</i> , proof of paternity.....	170
<i>En réintégrande</i> , Where it lies.....	4
For illegal arrest, Probable cause..	22
Personal, after bringing hypothecary	107
To rescind transaction, tender of res- titution.....	216
ADMINISTRATION OF JUSTICE.....	400
ADVERTISING CONTRACT.....	328
ADVOCATE AND CLIENT, An incident versified	208
ADVOCATE, Fame of the.....	25
ADVOCATE, Female.....	368
ADVOCATE'S PRIVILEGE.....	394
AFFIDAVIT for <i>capias</i> , sufficiency of.....	3
AFFIRMATION, Substitution of, for oath....	73
AFFIRMATION BILL in England.. 131, 160, 161	225
AGENCY, person performing duties of man- ager.....	215
Privileged statement of agent to principal.....	231
AGENT authorized to bet.....	177
Commission on negotiation of sale of property.....	202
ALIMENTARY ALLOWANCE, offer of children to board parent.....	60
ALIMENT, misconduct of plaintiff.....	84
" " action by son of age, 133,	194
ALLEYN, Death of Mr. Justice.....	272
ALTERNATIVE OBLIGATION.....	204
AMERICAN BAR ASSOCIATION.....	257
AMUSING DEFINITIONS.....	88
ANECDOTES, Erskine.....	32

	PAGES
A Danish magistrate.....	32
Artifice of Chinamen.....	208
A persevering litigant.....	360
The drover and the butcher.....	368
APPEAL of firm.....	216
Business in.....	34
Decisions in 1882.....	57
Business of March Term, 1883.....	105
Accumulation of business.....	369
Business of November term, 1883..	378
Progress of business.....	402
APPEAL TERMS, The additional.....	361, 379
APPEAL, COURT OF—The Court of Queen's Bench and its sittings..	377, 393,
.....	401, 409
APPEAL by curator.....	325
Interlocutory judgment.....	154
Judgment which does not dispose of case.....	155
From order of judge appointing sequestrator.....	326
APPEAL TO SUPREME COURT, Review of order in chambers refusing leave to appeal.....	51
Interest of Appellant must be \$2,000	52
APPEAL TO PRIVY COUNCIL from Supreme Court.....	81, 257
APPOINTMENTS.....	8, 352, 392
Queen's Counsel.....	227
ARREST, action for illegal.....	22
Illegal, responsibility of municipal corporation.....	60
ASSAULT CASE, A singular.....	368
ASSESSOR, undervaluing his own property..	232
ASSIGNEE, Official, appointed assignee by creditors.....	323
ASSIGNMENT by insolvent trader.....	123
ASSUMED NAME of author not trade-mark.	87
ATTORNEY'S RIGHTS, where parties settle...	49
ATHEISTS as witnesses.....	17

- BABY, Charge of Mr. Justice, on libel..... 281
- BAILIFF'S return, contestation of..... 359
- BALL-DRESS not exempt from seizure..... 37
- BANK DIRECTORS, Liability of..... 112
- BANKS, Power of the Provincial Legislature to tax..... 153
- BANK, Certification of check..... 216
- BANKING ACT, Calls on stock..... 307
- BANKRUPTCY BILL in England..... 280
- BAR EXAMINATIONS, January..... 23
- BAR, Election of office-bearers..... 160
- BELT case..... 201
- BENCH AND BAR..... 193
- BENJAMIN (J.P.), Retirement of..... 88, 266
Professional earnings..... 176
- BERNARD, The case of Canon..... 280, 288
- BET, *See* Wagering contract.
- BETTY JOHN, The case of..... 352
- BIGAMY, onus of proof..... 66
- BIGAMY, What constitutes..... 400
- BILLS AND NOTES..... 216
See PROMISSORY NOTE.
- BILL, containing unfilled blanks, acceptance of..... 62
- BILL OF COSTS..... 280
- BLACKMAILING..... 49
- BOARD OF REVISORS, Montreal, Appointment of new member..... 53
- BONAPARTE, A, at the bar..... 160
- BONDS, Retention of..... 220
Overdue coupons..... 240
- BREAD STAMP case, in Toronto..... 57
- BRADLAUGH, Action of, against Sergeant-at-Arms..... 64
- BRADLAUGH PROSECUTION..... 205
- BROKER, Speculation in Stocks..... 93
- BUCKHAM, (Dr.) on Insanity..... 340
- BUILDING SOCIETY (Mutual), Liquidation of..... 369
- BURGLARY, character of prisoner..... 239
- CALLS ON SHARES, Notice of..... 67
Interval between..... 307
- CANADA, a strange portrait..... 337
- CANADA AGRICULTURAL INSURANCE Co., Liquidation of..... 67
Notice of calls..... 67
Powers of liquidators..... 292
- CAPIAS, Allegations of affidavit..... 3
Secreting—Refusal to deliver according to contract..... 12
- Secretion..... 298
- "Intent to defraud"..... 389, 394
- Failure to file statement under 766, C.C.P..... 189
- CARRIER, only bound to carry safely over his own route..... 69
Duty of, if he cannot find person to whom goods are to be delivered.... 184
Responsibility of..... 207
Tow-boat..... 216
Insurer of goods..... 231
Small type conditions..... 264
- CARTER, EDWARD, the late..... 306
- CATS, Legacy to..... 264
- CAUSE OF ACTION..... 324, 336
- CHAMBERLAIN-BOYD difficulty..... 1
- CHANCERY, Court, of, Extraordinary powers.. 56
- CHARTER-PARTY, Interpretation of..... 195
- CHEQUE, Presentation..... 310
Countermanding payment..... 411
- CHOSE JUGÉE..... 251, 292
- CIDER, Beverage sold as..... 150
- CIRCUIT COURT, business in 1882..... 23
Jurisdiction of..... 336
- CIRCUMSTANTIAL EVIDENCE..... 57
- CITY OF MONTREAL, carter's tariff..... 148
- CIVIL RIGHTS in the United States..... 345
- COCKBURN, JAMES, the late..... 264
- CODE, the language of the..... 314
- COLERIDGE, visit of Lord Chief Justice, 121..... 154, 233, 249, 313, 360
- COLERIDGE, Lord, on the judicial systems of Canada and the United States.... 338
- COMMISSION on negotiation of loan..... 59
On negotiation of settlement..... 59
On negotiation of sale of property.. 202
Married woman cannot contract to pay, without authorization. 92
- COMMISSION ROGATOIRE, Suit pending in Manitoba..... 188
- COMPANY, Mandamus against, to compel exhibition of minute book,..... 84
Lease..... 327
When director is entitled to compensation for services..... 368
- COMPENSATION, unliquidated damages..... 98
Directors' fees..... 236
- COMPLIMENTARY DINNERS..... 231
- CONNECTING CARRIERS and their liability... 69
- CONSIDERATION—*See* PROMISSORY NOTE.

CONSOLIDATION OF DOMINION STATUTES, 120, 185, 208	CRIMINAL LAW, Charge of Mr. Justice Ram- say in <i>Reg. v. Milloy</i> 100
CONSTABLE entitled to notice of action... 276	Description of Stolen Property..... 231
CONTEMPT OF COURT..... 111, 173	Misspelling in verdict..... 237
Publication of pleadings in pending suit..... 208	Evidence..... 239
Imprisonment for..... 241	Larceny..... 239
CONTRACT, Rescission for failure to comply with terms..... 91	Open and public place..... 264
Speculation in stocks on margin... 93	Rape..... 264
For service..... 105	Receiving stolen goods..... 269
Sale of business and good will... 202	Omission of word "feloniously" in indictment..... 271
Default..... 220	Larceny of water in pipes..... 400
Extorted by threats..... 234	What constitutes bigamy..... 400
For advertising..... 328	CRIMINAL STATISTICS of Canada..... 201
CONTRAINTE PAR CORPS, asked for after judgment awarding damages..... 86	CRIMINAL PROCEDURE, Period of imprison- ment..... 116, 121
CONTRIBUTORY NEGLIGENCE..... 110	Codification of, in England.,..... 297
COPYRIGHT..... 289	CROWN, Rights of, in minerals..... 402
CORPORATION, authority of president to sign promissory note..... 171	CUMULATIVE SENTENCES 56
See MUNICIPAL CORPORATION.	CURATOR to <i>délaissement</i> 336
COSTS of the Belt case..... 48	CUSTOM of Port..... 146
Revision on question of..... 55	of Trade 308
Proportion of..... 84	CUSTOMS LAWS, notice of claim to goods seized..... 346
Of hypothecary action..... 107	CURATOR to interdict must be authorized to appeal..... 325
In excess of amount of condemnation 357	DAMAGES, Increasing number of actions for 1
Where inscription in Review is de- sisted from..... 336	Against municipal corporation for improper removal of name from list of voters..... 23
COUNSEL FEES..... 49	Slippery side-walk..... 93
COUNSEL, Interference of Court with conduct of cause..... 201	Wrongful dismissal of employee... 105
COUNTRY DAY in town..... 305	Accident on highway..... 106
COUPON BONDS, overdue paper..... 240	Collision between vehicles..... 110
COUPONS, Interest on..... 385, 388	Inducing a person to cross the inter- national line for the purpose of arresting him..... 228
COURT FURNITURE, sale of..... 88	DEMURRAGE, Detention of boat by business at wharves..... 230
COURT-HOUSE, Montreal..... 193, 385, 391	DAMAGES, Remote..... 320
COURT OF QUEEN'S BENCH and its sittings, 377 393, 401, 409	Defective sidewalk..... 357
COURT INCIDENTS..... 392	Negligence..... 364
COUTLEE, L. W..... 288	Action of, based on previous suit.. 378
CREMATION in England..... 48	Default to give debentures..... 382
CRIME in IRELAND..... 48	DEATH PENALTY, Mr. Justice Stephen on the 104
CRIME, Mr. Howard Vincent on..... 362	DEATH PENALTY..... 113
CRIMES ACT, Ireland, Private inquiries under 56	DECEASED WIFE'S SISTER, marriage with, 209, 232
CRIMINAL LAW AMENDMENTS, Incest bill... 81	DEFAULT, pupil of Normal School.... 132, 133
CRIMINAL LAW, Proposed changes in the.. 65	Promise of sale..... 138
Selection of jurors..... 86	Contract of a commercial nature.. 201
Consolidation.. 88	Where party owing compliance re- fuses or is unable to comply..... 216
Examination of deceased..... 95	

- DEFINITIONS, Amusing..... 88
 DELAY expiring on Sunday..... 136
 DEMURRAGE, delay at Coal port..... 146
 DESAULNIERS, A. L..... 32
 DESPATCH of business..... 1
 DIRECTORS, (Bank) Liability..... 112
 DISTRICT MAGISTRATE, Jurisdiction of..... 211
 DIRECTOR, When entitled to compensation
 for services..... 368
 DIVORCE in Maine..... 24
 Validity of foreign..... 300
 In Europe..... 320
 Foreign..... 329
 DIVORCE PROCEEDINGS, Expeditious..... 392
 DOGS, A judicial opinion on..... 336
 DOMICILE of married woman..... 300
 DOMINION CONVERTED ELECTION ACT, 1874,
 Evidence—Bill of particulars—
 Corrupt inducement..... 74
 DONATION..... 107
 DONATION of land for public market..... 348
 DOUBTFUL COMPLIMENT, A..... 231
 DROIT CRIMINEL des Arrestations..... 145

 ECCLESIASTICAL COMMISSION..... 295
 ECCLESIASTICAL DISCIPLINE..... 310
 ELECTION ACT, Canada, Corrupt inducement
 —travelling expenses of canvasser 74
 ELECTION LAW, Signification of "tenant." 183
 ELECTION ACT, QUEBEC, Procedure under... 276
 Withdrawal of deposit..... 336
 Recount of votes..... 354
 Proof of election..... 414
 Inducement to vote..... 414, 415
 ELECTION LAW in England..... 365
 ELECTION TRIALS, Humorous incidents of.. 288
 ELECTION CASE, Fees of witness..... 300
 EMPLOYER, Liability of..... 44, 181
 ENDORSER..... 204
 ENGLISH AND FRENCH LAWYERS..... 321
 ENGLISH LAW, Changes in..... 38
 ESCHEAT..... 233, 244
 EVIDENCE, Appointment of stenographers.. 41
 Examination before Justice..... 95
 To prove extension of contract of
 surety..... 106
 To prove paternity..... 170
 Before commission rogatoire..... 189
 Of publication of libel..... 197
 Of condition of sale..... 204

 Privileged statement of agent to
 principal..... 231
 Parol to explain writing..... 231
 To establish rape, in civil suit..... 270
 Of loan..... 291
 Of error in signing note..... 342
 Variation of written contract..... 344
 Sale..... 363
 Order of endorsements on note... 397
 EXCEPTION *à la forme*..... 107
 False return..... 359
 EXECUTION, Ball dress may be seized..... 37
 Description of immovables seized.. 134
 Contempt of Court..... 173
 Guardian..... 229
 Judgment for aliments..... 325
 EXECUTIONER, Office of..... 328
 In France..... 336
 EXEMPTIONS FROM SEIZURE, Ball dress. 37
 EXPERTS, Appointment of surveyor..... 154
 EXTRADITION..... 281, 313
 Procedure—Evidence..... 261
 EXTRAJUDICIAL OPINIONS..... 25, 41, 89

 FALLIÈRES, M..... 56
 FEDERAL AND LOCAL JURISDICTION, 126, 209,
 211, 214, 336
 The tax on corporations..... 153, 158
 FLOWERY JUDGMENTS..... 40
 FORECLOSURE..... 122
 FOREIGN DIVORCE, Validity of..... 300
 FORGERY of ancient manuscript..... 320
 FRANC ET QUITTE, Where clause of, is not
 contained in deed of sale..... 34
 FRAUDULENT CLAIM against insurance com-
 panies..... 40

 GAMBLING CONTRACT, speculation on margin 93
 GARNISHMENT..... 216
 GOODWILL, Sale of..... 205, 353
 GOVERNOR-GENERAL, Term of office..... 120
 Change of..... 340, 346
 GOWAN (Judge) Retirement of..... 368
 GRANDCHILDREN, use of term in will..... 10
 GUARANTEE..... 284, 305
 GUARDIAN, to goods taken in execution... 229

 HEIRS liable jointly for notarial charges on
 settlement of succession..... 60
 HOUSE OF COMMONS, Business of..... 267

HOUSE OF LORDS.....	275, 288	On railway coupons.....	220, 385, 388
HUSBAND AND WIFE, contract unauthorized		As measure of damages.....	382
by husband.....	23	INTERNATIONAL COPYRIGHT.....	289
Liability of wife.....	122	INTERNATIONAL COURTESY.....	193
Wife's rights to alimony.....	241	INTERNATIONAL LAW.....	16
Right of married woman over her		IRELAND, Crime in.....	48
own house.....	268	IRISH LORD CHANCELLORSHIP.....	306
HYPOTHEC not disclosed in deed of sale,		JESSEL, The late Sir George.....	129
Remedy of purchaser.....	34	JUDGE, display of learning by.....	1
Registration.....	54	JUDGES, majority of, on losing side.....	17
Hypothecary creditor ceding right of		JUDGMENTS, Prolix.....	15
preference.....	160	Flowery.....	40
HYPOTHECARY ACTION for arrears of interest	23	How judgments are prepared.....	273
Creditor may invoke prescription		JUDICIAL CHANGES in England.....	145
acquired by debtor as to municipal		In Montreal.....	241
taxes.....	82	JUDICIAL ERROR in Austria.....	57
Followed by personal action.....	107	JUDICIAL OPINIONS.....	1, 153, 193
IMPRISONMENT, Period of.....	116, 121	JUDICIAL REFORM, proceedings of the General	
IMPROVEMENTS, Claim for.....	116	Council of the bar.....	5, 9
INCEST BILL.....	81	JUDICIAL SALARIES.....	169
INCIDENTAL DEMAND, Service of.....	160	JUDICIAL WORK.....	121
INDICTMENT, Description of property stolen	231	JUDICIAL SYSTEMS of England and the United	
Omission of word "feloniously".....	271	States.....	338
INFANT, custody of.....	115	JURISDICTION, Federal and Local, 126, 153,	
INSANE, Treatment of the.....	24158, 209, 211, 214, 336	
INSANITY, Dr. Buckham on.....	340	Cause of action.....	324, 336
INSOLVENCY, Voluntary assignment.....	123	Of Circuit Court.....	336
Company ceasing to meet payments	135	JURORS, Selection of.....	86
Proof of.....	195	JURY TRIAL, Option of.....	184
Benefit of term.....	398	Motion for judgment on verdict....	340
INSOLVENT ACT, Judgment confirming dis-		JURY, The value of Trial by.....	217
charge.....	292	JURIES AND VERDICTS.....	322
Bond of Official Assignee appointed		KIDNAPPING.....	88
assignee by creditors.....	323	KRING case.....	161
Description of claim in statement of		LABRADOR, Government of Eastern coast..	392
affairs.....	357	LACHAUD, Death of M.....	8
Failure to keep proper books of		LAND ACT in England.....	39
account.....	358	LANSDOWNE, The Marquis of.....	340, 346
Interest on interest-bearing debt, 171,	358	LARCENY, Articles lost.....	232
INSOLVENT ESTATES.....	42	Conversion of horse hired.....	239
INSURANCE COMPANIES, singular case of fraud	40	Of water in pipes.....	400
(Mutual) Company.....	85	LAST WORDS.....	394
(Life).....	86	LAW COURTS, The new English.....	55
(Fire), Waiver of condition requir-		LAW FACULTIES.....	145
ing notice of other insurance.....	227	LAWYERS, English and French.....	321
(Accident) Forfeiture.....	368	LAW'S DELAY, The.....	41
INTEREST, Hypothecary action for arrears of	23	LAWYER'S LETTER, Fee for writing....	8, 61 73
On interest-bearing claim against			
estate of insolvent.....	171, 358		
On hypothecary claims.....	193		

- LEASE**, Opposition *afin de charge* founded on rights of lessee..... 12
 Resiliation of, in consequence of unsafe condition of premises..... 42
 Saisie arrêt, issued by lessor..... 162
 Apparent defect..... 216
- LESSOR AND LESSEE**, Hearing of case in Review..... 68
- LEGAL REFORMS**..... 392
- LEGISLATION**, *Ex post facto*, law affecting Board of Temporalities..... 27
- LEGISLATION** in England..... 267
 Peculiar, in Kansas..... 391
- LETTER**, Fee for writing..... 8, 61, 73
- LETTERS PATENT**, Mining rights..... 402
- "LE MORT VIVANT"**..... 40
- LIBEL** in pleadings..... 155
 Charge of being a freemason..... 156
 Proof of publication..... 197
 Charge of Mr. Justice Baby..... 281
 Accidental publication..... 297
 Defence to action of..... 353
- LICENSE ACT**, QUEBEC, Bar-keeper holding license without being owner of liquors..... 54
 Intoxicating liquors—Imitation of cider..... 150
 Quebec License Act of 1870 *ultra vires* in part..... 211
 Closing saloons on Sunday a police regulation..... 214
 Revocation of license..... 317
 Act of 1878 held constitutional.... 336
 Constitutionality of—Revocation of license..... 395
- LICENSE ACT**, (Canada)..... 197
- LICENSE LAWS** OF ENGLAND, A question under 17
- LIFE INSURANCE**, policy issued by company having its head office in New York 86
- LIQUORS**, Intoxicating..... 150
- LITIGATION** as a substitute for duelling... 1
- LOAN**, Prescription of..... 291, 388
- LOCAL COURTS ACT**, Ontario..... 56
- LOCATION TICKET**, Possession under..... 90
- LONGUEUIL**, Limits of Town of..... 291
- LORDS**, HOUSE OF..... 275
- MACDONOCHIE CASE**..... 265
- MALICIOUS PROSECUTION** of suit..... 378, 385
- MANDAMUS**, Inspection of minute book of compan..... 83
- MARCHANDE PUBLIQUE**, Registration under Art. 981, C.C.P..... 37
- MARRIAGE CONTRACT**, registration of, against property acquired subsequently... 54
- MARRIAGE**, With deceased wife's sister.... 209
 Pregnancy as ground for avoiding.. 249
- MARRIED WOMAN**, contract unauthorized by husband..... 23
 Cannot contract without authorization, to pay commission on sale of land for her..... 92
 Liability of..... 122
 Divorce obtained by wife in foreign country..... 329
- MARRIED WOMAN'S PROPERTY ACT** in England 38
- MARTIN**, The late Baron..... 16
- MASTER AND SERVANT**, Liability of employer to workman..... 44
 Wrongful dismissal..... 105
 Employee leaving service without cause..... 160
 Responsibility of employer..... 181
- MEDICINE**, Unlawful practice of..... 61
- MINING RIGHTS** of Crown..... 402
- MINOR**, Custody of..... 115
- MISUSE OF TITLES**..... 66, 72, 313
- MITOYEN WALL**..... 286
- MONTREAL BOARD OF TRADE** on the discharge of Insolvents..... 42
 Carter's tariff for city of..... 148
- CITY CHARTER**, Appointment of new member of Board of Revisors... 53
- COURT HOUSE**..... 193, 385, 391
- POLICE FORCE**..... 264
- MUNICIPAL CORPORATION**, damages against, for improper removal of name from list of voters..... 23
 Responsible for the acts of its officers in making illegal arrest..... 61
 Secretary-Treasurer retaining books of..... 81
 Slippery sidewalk..... 93
 Responsibility for libel in pleading. 155
 Neglect to guard a dangerous part of the highway..... 107
 Defective sidewalk..... 357
 Negligence of..... 361
- MUNICIPAL INSTITUTIONS**..... 209
- MUNICIPAL LAW**, Tax imposed by county council..... 119
- MUNICIPAL TAXES**, Prescription..... 82

- MUTUAL ADMIRATION** misplaced..... 298
- MUTUAL BUILDING SOCIETY**..... 369
- MUTUAL INSURANCE COMPANY**, responsibility
of insured..... 85
Action on premium note..... 159
Liability of members..... 236
Insurance Act of 1877..... 390
- NATIONAL DEBT**, Redemption of..... 288
- NAVIGATION**, Opening of..... 195
- NECESSARIES**..... 15
- NEGLIGENCE** by Dentist..... 3
Animal killed on railway track, 43, 163
Of Employer..... 44
Collision between vehicles..... 110
Discharging water from building on
street..... 272
Of municipal corporation..... 361
Damages..... 364
See MUNICIPAL CORPORATION.
- NEGOTIABLE INSTRUMENT**, Acceptance of Bill
containing unfilled blanks..... 62
See PROMISSORY NOTE; BILL.
- NESBITT** Murder, charge of Mr. Justice Ram-
say..... 100
- NORMAL SCHOOL**, Penalty for refusal to
teach..... 132, 133
- NOTICE OF ACTION** under C.P. 22..... 276
- NOTICE OF CLAIM** to goods seized by Customs
officers..... 346
- NUISANCE**, right of local legislature to deal
with..... 209, 210
Salvation army..... 233
- OATH OF WITNESSES**..... 17
- OATHS AND AFFIRMATIONS**..... 73
- OATH**, in Portugal..... 88
- OATHS**, The affirmation bill..... 131, 160, 161
- OBLIGATION**, Alternative..... 204
Interpretation of..... 216
- OFFENCES AGAINST THE STATE**..... 119
- ONTARIO AND QUEBEC APPEAL COURTS**, Pro-
gress of business..... 402
- "**OPEN and public place**"..... 264
- OPPOSITION**, Stamping and registration of, 149
- OVER-LEGISLATION**..... 114, 120
- OWNERSHIP**, Possession in bad faith..... 116
- PARDON**, Revocation of..... 49
- PARENT AND CHILD**, Action for alimentary
allowance..... 60, 84
- Custody of minor..... 115
Alimentary allowance to son of age 133
Damages occasioned by minor..... 216
Action for damages..... 276
- PARLIAMENTS**, Duration of..... 208
- PARTNERSHIP**, Powers of Partner after disso-
lution of firm..... 95
- PATENT OF INVENTION** — Omission to file
model..... 227
- PATENT**, Infringement of..... 236
Action to set aside..... 271
Grant of lands..... 402
- PATERNITY**, Proof of..... 170
- PENALTY** for unlawful practice of medicine. 61
Exception *à la forme* to action for... 98
Pupil of Normal School refusing to
teach..... 132, 133
- PEREMPTION**, Error in Prothonotary's certi-
cate..... 68
Interruption by *pour-parlers*..... 162
- PEREMPTORY CHALLENGE**..... 73
- PLEADING**, Unliquidated damages cannot be
pleaded in compensation to action
for goods sold..... 98
- Grounds of demurrer, action for
penalty..... 98
Action on promissory note..... 316
- POLICE MAGISTRATE**, Jurisdiction of..... 395
- POLICE REGULATION**..... 214
- POLLOCK**, Baron, at the Thieves' Supper... 408
- POSSESSOR** in bad faith, claim for improve-
ments..... 116
- POSTAL NOTES** in the United States..... 264
- PREGNANCY** as ground for avoiding marriage 249
- PRESCRIPTION**, Admission of co-debtor.... 60
Hypothecary creditor may invoke
prescription acquired by debtor.. 82
Libel in pleading..... 155
Of loan, note given as acknowledg-
ment..... 291
New promise..... 320
Claim under Customs laws..... 346
By ten years' use of public thorough-
fare..... 348
Loan..... 388
- PRIVATE BILLS**..... 185
- PRIVATE SEALS**..... 328
- PRIVILEGE** on ground of incrimination.... 282
- PRIVILEGED CAUSES** in appeal..... 18
- PROBABLE CAUSE**..... 22

PROCEDURE, Action to set aside letters patent 271	PROFESSIONAL FAME 25
Appeal from judgment which does not dispose of case 155	PROHIBITION, Writ of 317
Appéal by curator 325	PROMISE OF SALE 138
Appeal from order of judge appointing sequestrator 326	PROMISSORY NOTE, Insolvency of maker ... 135
Application to Q.B. for appointment of <i>séquestre</i> 155	Insufficiency of stamps 129, 136
Contempt 173	Stamps on 169, 175, 185, 209
Contestation of bailiff's return 359	Authority of President to sign 171
Contestation of report of distribution 388	Endorser 204
Costs in Review 336	Successive endorsers 278
Curator to <i>délaissement</i> 336	Given in acknowledgment of loan .. 291
Debtor failing to file statement under 766 C.C.P. 189	Proof incumbent on person producing 316
Delay—Foreclosure 122	Consideration 320
Delay expiring on Sunday 136	Signed by error 342
Description of immovables seized.. 134	Order of indorsements 397
Exception to the form 107	Obtained by fraud 413
Failure to put in security for costs.. 22	PROPERTY, Personal, inadvertently left on premises 231
Grounds for exception to the form.. 98	PROPRIETOR, Discharging water from building upon street 272
Guardian to goods seized in execution 229	PUBLIC OFFICER, Church constable 276
Hearing in Review of case under lessor and lessee act 68	PROVINCIAL CITIES 368
In extradition cases 261	PROVINCIAL RIGHTS, Lands escheated 244
Interlocutory judgment—Appeal... 154	PROVINCIAL TAXATION 153, 158
Interruption of prescription 162	QUEBEC LICENSE LAW, Proceedings under .. 317
Jurisdiction of Circuit Court 336	QUEEN'S BENCH, Decisions in Appeal in 1882 57
Motion for judgment on verdict of jury 340	QUEEN'S COUNSEL , 227, 272
Notice of putting in security in Appeal 325	QUO WARRANTO, to Board of Revisors 53
Notice of claim under Customs laws 346	“R.” on Judicial Reform 9
Opposition stamped and enregistered on return day 149	“ on <i>Grant v. Beaudry</i> 41
Option of jury trial 184	“ on Proposed changes in the criminal law 65, 73
Peremption 68	“ on Titles 66
Report of distribution 160	“ on The death penalty 113
Requête civile 316	“ on Over legislation 114
Resolutions adopted by the General Council of the bar 5, 9	“ on The Affirmation Bill 225
Review may be had upon judgment appointing sequestrator 90	“ on The Court of Queen's Bench and its sittings 377, 393, 401, 409
Security in appeal, hypothecary action 412	RAILWAY, Evidence of negligence—animal killed on track 43, 163
Service of incidental demand 160	Connecting carriers and their liability 69
Suggestions of M. Pignolet 50	Use of streets 216
Taxation of costs 84	Negligence 368
Under Quebec Controverted Elections' Act 276	Consignment of grain 271
Writ of prohibition 317	Crossing on railway premises 271
	RAILWAY COMMISSIONER, Quebec 222

RAMSAY, Mr. Justice, Remarks on substitution of affirmation for oath.....	73	SEAL, PRIVATE	328
Charge in the case of <i>Reg. v. Milloy</i> 100		SECRETARY-TREASURER of municipality condemned to deliver up books	81
RAPE upon girl above the age of 12 and under 13.....	264	SECRETING, Refusal to deliver according to contract	12
Evidence of, in civil action.....	270	SECURITY for costs, Dismissal of action where not put in.....	22
RECEIVING STOLEN GOODS.....	269	SECURITY IN APPEAL to Q.B., Notice of....	325
RECOUNT OF VOTES.....	354	Hypothecary action	412
REFEREES, Trials by	33, 50	SEDUCTION BILL.....	97, 137
REGISTRAR, Claims for furnishing and heating office	83	SEQUESTRATOR should not be appointed where one of the parties has title and is in possession.....	90
REGISTRAR'S FEES in New York	265	Review may be had upon judgment appointing	90
REGISTRATION as <i>marchande publique</i>	37	Application to Q. B. to appoint....	155
Of marriage contract against property acquired subsequently....	54	Appeal from order of judge appointing.....	326
RE-INTEGRANDE, When the action lies....	4	SHAKESPEARE AND BACON.....	88
REPORT OF DISTRIBUTION.....	160	SHAREHOLDER, Action to set aside lease by company	327
REPORTER'S NAMES, Pronunciation of.....	360	SHARPSWOOD, Chief Justice, Farewell address Death of.....	184
REQUETE CIVILE	316	SIDEWALK, Liability of proprietor for formation of ice on	272
RESCISSION of Transaction, Action for, to be preceded by offer of restitution	292	Notice of defect.....	357
RESTRAINT UPON TRADE	289	SLANDER by remarks of member at club meeting... ..	320
RESOLUTIONS for the New Year	32	STAMP DUTIES on legal proceedings in Manitoba.....	353
RETROSPECTIVE LEGISLATION	27	SMITH, Sir Albert J.....	232
REVENDEICATION	243	SOCIETY	216
REVIEW on a question of costs.....	55	SOLICITORS AND COUNSEL.....	264
Case under procedure governing lessor and lessee cases.....	68	SOLICITOR, Misconduct of.....	272
May be had upon judgment appointing sequestrator	90	STAMP (BILL), Cancellation of.....	107
Costs in.....	336	STAMPS ON PROMISSORY NOTES . 129, 136, 169,	175, 185, 209
REVISORS, Board of, Montreal— <i>Quo warranto</i> to member of.....	53	STATE, Offences against the.....	119
REVOCATION OF PARDON	49	STATUTES, Consolidation of.....	185
SALE OF IMMOVABLE, Warranty	27	STEAMBOAT WHARF, TAX ON.....	291
Hypothec not disclosed—Remedy of purchaser	34	STENOGRAPHY in the Courts.....	41, 409, 410
Rights of unpaid vendor	19	STEPHEN, (Mr. Justice), CRIMINAL PROCEDURE.....	145
Credit given to another.....	203	History of the Criminal law of England.....	131
Parol evidence of condition.....	204	On the death penalty.....	104, 113
Defects in goods sold.....	308	On the value of trial by jury.....	217
Proof of.....	363	STRANGE PORTRAIT, A	337
SALVATION ARMY	233	STRANGE TRANSLATIONS.....	41
SANBORN, Deputy-Sheriff, Decease of.....	66	STREAMS BILL.....	97
SCHOOL COMMISSIONER, Election of	257	STREET, Prescription.....	349
Nomination by Lieutenant-Governor in Council	365		
SCHOOL HOUSES (Public) in the United States.....	56		

- SUCCESSION, Acceptance of..... 26
 Liability of Universal legatee..... 109
 Intestate..... 233
- SUNDAY SHAVING..... 288
- SUPREME COURT, Appeal from..... 81
- SUPREME COURT AND ITS CHAMPION, THE..... 89
- SUPREME COURT, Bill to restrict the Appellate jurisdiction of..... 113
 Decisions of..... 138, 240, 257
 Appeal from, to Privy Council..... 257
- SURETY, Proof of extension of contract of. 106
 Guarantee given to Bank afterwards amalgamated with another 284
 Of official assignee appointed assignee by creditors..... 305, 323
- SURVEYOR, Appointment of..... 154
- TARIFF for carters in city of Montreal... 148
- TAXATION of steamboat wharf..... 291
- TAXES, Prescription..... 82
- TAYLOR, T. W., appointed judge in Manitoba 24
- TELEGRAPH COMPANY, Lease to another company..... 327
- TELEPHONE, Improper use of..... 105
- TEMPERANCE ACT OF 1864..... 211
- TEMPORALITIES, BOARD OF, Retroactive legislation..... 27
- TENANT, within meaning of Quebec Election Act..... 183
- TENDER, Before suit to rescind transaction 216
- TERM, Where maker of note becomes insolvent..... 135
 Benefit of..... 398
- THREATS, Contract extorted by..... 234
- TICHBORNE CLAIMANT..... 104
- TITHES, Responsibility for..... 165
- TITLES, Misuse of..... 66, 72, 313
- TITLE to personal property inadvertently left on premises..... 231
- TOWER OF LONDON..... 360
- TRADE MARK, Assumed name of author ... 87
 Containing misrepresentation is not protected..... 253
- Use of name..... 411
- TRANSLATIONS, STRANGE..... 41
- TRIAL BY JURY, The value of..... 217
- TRUSTEE, Obligations of..... 410
- TUTOR, Powers of..... 243
 Action for damages to minor must be brought by..... 276
- UNDUE INFLUENCE..... 207
- UNPAID VENDOR, Rights of..... 18, 117
- USUFRUCTUARY, who has meddled with property of succession..... 109
- VAGRANCY..... 289
- VENDOR, Rights of unpaid..... 19, 117
- VENTILATION..... 82
- VERDICT, Misspelling..... 237
 Refusing a..... 345
- VETO-POWER of the Dominion Government 97
- VINCENT (Mr. Howard) on crime..... 362
- WAGERING CONTRACT, Implied contract to pay agent authorised to bet is not wagering..... 177
- WAIVER of condition requiring notice of other insurance..... 277
- WALL, mitoyen..... 286
 Party..... 287
- WALLBRIDGE, L., appointed Chief-Justice.. 8
- WARRANTY, Sale of immoveable.... 27
- WHICH IS IT?..... 378
- WHIPPING-POST in Delaware..... 56
- WIFE, Authorization to sue for an account 329
 See HUSBAND AND WIFE; MARRIED WOMAN.
- WIFE BEATING..... 160
- WILL, Exercise of power..... 10
 Insanity of testator—Error..... 64
 Erasures after execution by testator 318
 Property declared unseizable..... 372
- WITNESS, Incompetency of atheists..... 17
 Privilege on ground of incrimination 282
 Fees of..... 300