The Legal News.

VOL. XIII. MAY 17, 1890. No. 20.

SUPREME COURT OF CANADA.

Quebec.]

PIGEON v. RECORDER'S COURT.

Prohibition—By-law respecting sale of meat in private stalls—Validity of—37 Vic. ch. 51, sec. 123, subsec. 27 and 31, P.Q.—Intra vires of Provincial Legislature.

The Council of the City of Montreal is authorised by subsections 27 and 31 of sec. 123 of 37 Vic. ch. 51, to regulate and license the sale, in any private stall or shop in the city outside of the public meat markets, of any meat, fish, vegetables or provisions usually sold on markets.

Held, affirming the judgment of the Court below, that the subsections in question are *intra vires* of the Provincial Legislature, and that a by-law passed by the City Council under the authority of the above-named subsections, fixing the license to sell in a private stall at $200, is valid.

Appeal dismissed with costs.

Geoffrion, Q.C., and *Madore* for appellant.

Ethier, Q.C., for respondents.

Quebec.]

HARDY v. FILIATRAULT.

Demolition of Dam—Transaction—Arts. 1918, 1920 C.C.—Report of Expert—Motion to hear further evidence.

In an action brought by a riparian owner asking for damages and the demolition of a second dam built by another riparian owner in contravention to the terms and conditions of an agreement made between the parties, while a judgment ordering the demolition of the first dam was pending in appeal, the Superior Court appointed a civil engineer as expert, who reported that the second dam did not injure the plaintiff's property. The Superior Court subsequently rejected a motion made by the plaintiff, asking to examine the said expert to explain his report, and dismissed the action with costs. This judgment was confirmed by the Court of Queen's Bench for Lower Canada (Appeal side), and on appeal to the Supreme Court of Canada it was

Held, per Fournier, Gwynne and Patterson, JJ., that the provisions of arts. 1918 and 1920 C.C. under the title of Transactions were applicable to the agreement made in respect to the first dam, and that there was sufficient evidence in the case to dispose of the action by a judgment for the plaintiff. Ritchie, C.J., and Taschereau, J., dissenting.

Patterson, J., being of the opinion that as the principal ground of appeal was to have the case sent back to the Court of first instance for further evidence, he would agree with the dissenting judges not to do more for the plaintiff.

Appeal allowed with costs, and case remitted to the Superior Court.

Laflamme, Q.C., for appellant.

Geoffrion, Q.C., and *Beaudin* for respondent.

Quebec.]

DAVIS v. KERR.

Tutor and minor—Loan to Minor—Arts. 297, 298 C. C. — Obligation void — Personal remedy for monies used for benefit of minor—Hypothecary action.

Where a loan is improperly obtained by a tutor for his own purposes, and the lender, through his agent, has knowledge that the judicial authorisation to borrow has been obtained without the tutor having first submitted a summary account as required by art. 298 C.C., and that such authorisation is otherwise irregular on its face, the obligation given by the tutor is null and void.

The ratification by the minor after becoming of age of such obligation is not binding if made without knowledge of the causes of nullity or illegality of the obligation given by the tutor.

If a mortgage granted by a tutor and subsequently ratified by a minor when of age, is declared null and void, an hypothecary action brought by the lender against a subsequent purchaser of the property mortgaged will not lie.

A person lending money to a tutor, which he proves to have been used to the advantage and benefit of the minor has a

personal remedy against the minor when of age, for the amount so loaned and used.

Appeal allowed with costs.

Laflamme, Q.C., for the appellant.

Hutchinson, for respondent.

Quebec.]

PONTIAC v. ROSS.

Municipal aid to Railway Company—Debentures—Signed by Warden de facto—44 and 45 Vic. ch. 2, sec. 19, P.Q.—Completion of line — Evidence of — Onus probandi on defendant.

A municipal corporation under the authority of a by-law, issued and handed to the Treasurer of the Province of Quebec $50,000 of its debentures as a subsidy to a railway company, the same to be paid over to the company in the manner and subject to the same conditions in which the Government provincial subsidy was payable under 44 and 45 Vic. ch. 2 sec. 19, viz: "When the road was completed and in good running order to the satisfaction of the Lieutenant Governor in Council."

The debentures were signed by S. M. who was elected warden and took and held possession of the office after W. J. P. had verbally resigned the position.

In an action brought by the railway company to recover from the treasurer of the Province the $50,000 debentures after the Government bonus had been paid, and in which action the municipal corporation was *mise en cause* as a co-defendant, the Provincial Treasurer pleaded by demurrer only, which was over-ruled, and the County of Pontiac pleaded general denial and that the debentures were illegally signed.

Held, affirming the judgment of the Court below, 1st., That the debentures signed by the warden *de facto* were perfectly legal.

2. That as the Provincial Treasurer had admitted by his pleadings that the road had been completed to the satisfaction of the Lieut. Governor in Council, the onus was on the municipal corporation *mise en cause* to prove that the Government had not acted in conformity with the statute. Strong, J., dissenting.

Appeal dismissed with costs.

Langelier, Q.C., and *McDougall* for appellant.

Irvine, Q.C., and *D. Ross*, for respondent.

*SUPERIOR COURT—MONTREAL.**

Cours d'eau—Droit de riverain—C.C. 503.

Jugé:—1o. Que lorsqu'un cours d'eau a son lit dans un chemin, le propriétaire voisin du chemin peut réclamer les droits de riverain lorsque le cours d'eau a son lit dans la partie du chemin contiguë à son fonds.

2o. Que lorsqu'un fonds traversé par un cours d'eau est morcelé, les portions du fonds qui sont devenues non riveraines conservent néanmoins le droit aux eaux dont elles jouissaient avant la division.

3o. Que les intéressés peuvent régler le cours des eaux ; qu'un riverain qui a demandé à un tiers sa souscription pour le posage de tuyaux servant à l'écoulement des eaux n'est pas admis à plaider que ce tiers n'a pas droit à la jouissance du cours d'eau. —*Godin* v. *Lortie*, et *Lortie*, dem. en gar. v. *Swail*, Tait, J., 31 janvier 1890.

Company—Reduction of capital stock—Mandatary—Art. 1716, C. C.

Held:—1. Where the Act incorporating a company provided that the capital stock should be $600,000, and that the company might commence business when that amount should have been subscribed and one-third of it paid in: that a resolution whereby the directors pretended to reduce the capital stock to a less amount than $600,000, was *ultra vires* and null and void.

2. That under Art. 1716, C. C., a mandatary who subscribes stock in a company in his own name, is liable to creditors of the company as a shareholder, without prejudice to the creditors' rights against the mandator also.—*Molsons Bank* v. *Stoddart*, Pagnuelo, J., Feb. 3, 1890.

Attorney—Costs—Discontinuance of action without consent of attorney—Fraud.

Held:—1. That a plaintiff is always, in his own interest, the master of his case, and has at all times, while acting in good faith and in his own interest, the right to effect a settlement on any terms which to him seem fit, and to discontinue his suit, without the consent of his attorney *ad litem*, even when the latter has demanded distraction of costs.

* To appear in Montreal Law Reports, 6 S. C.

2. But although an attorney *ad litem* can only look to his client for the payment of his costs so long as distraction thereof has not been granted to him, and although he has no right in the ordinary course to continue a suit in his own interest and solely to obtain judgment for his costs against the adverse party with distraction in his favor, he may nevertheless obtain the permission of the Court to continue the action exclusively in his own interest for his costs, when a settlement has been effected and a discontinuance has been filed with the intention by both parties, or on the part of one with the connivance of the other, to defraud him of his rights.—*Farquhar* v. *Johnson, & Chapleau et al.*, petitioners, Würtele, J., Nov. 25, 1889.

Slander — Mayor of village — Imputation of bigotry—Exemplary damages.

The defendant called the plaintiff, who was mayor of the village, a bigot, and said that his conduct as mayor was influenced by his bigotry.

Held:—That these words were actionable *per se*, and that a small amount might be awarded as exemplary damages, though no actual damage was proved.—*Wickham* v. *Hunt*, Würtele, J., Nov. 5, 1889.

Pension alimentaire—Résidence commune.

Jugé:—1o. Qu'une belle-mère doit une pension alimentaire à sa bru incapable de gagner sa vie et celle de son enfant, incluant une provision pour l'éducation de l'enfant;

2o. Que lors qu'il existe un désaccord et une incompatibilité de caractère entre la belle-mère et sa bru, l'offre de la belle-mère de recevoir chez elle la bru ne sera pas acceptée, et elle sera condamnée à payer une pension alimentaire.—*Mulligan* v. *Patterson*, Würtele, J., 20 janv. 1890.

Tarif des droits dus au protonotaire et des honoraires dus aux avocats—Cas non prévus par le tarif.

Jugé:—1o. Que les cas non prévus par le tarif doivent être décidés par analogie avec les cas semblables prévus par le tarif;

2o. Que le tarif n'ayant pas prévu quels sont les droits dus au pétitionnaire et les honoraires dus aux procureurs sur une requête en destitution d'huissier, et sur les procédures y-relatives, c'est l'article 83 du tarif des avocats, relatif aux nominations de tuteurs, curateurs, émancipations, etc., qui doit régler les honoraires des procureurs, et, comme conséquence, ce sont les articles 8, 9 et 114 du tarif du protonotaire qui doivent régler ces honoraires. — *Corporation des Huissiers* v. *Caisse*, Jetté, J., 4 janvier 1890.

Maitre et employé—Responsabilité—Accident—Negligence contributive.

Jugé:—1o. Qu'un maître qui emploie des journaliers est responsable des dommages qu'ils souffrent par suite d'un accident arrivé par le mauvais état des outils ou des machines qu'il met à leur usage.

2o. Que le maitre n'est pas déchargé de sa responsabilité parce que le serviteur aurait été imprudent et aurait désobéi à ses ordres, pourvu que ce dernier ne soit pas la cause première de l'accident.—*Gingras* v. *Cadieux*, en Révision, Johnson, J.C., et Loranger, Würtele, JJ., 28 février 1890.

Costs—Plaintiff successful for part of demand—Discretion as to costs—Art. 478, C. C. P.

Held:—1. A judgment will be revised and reformed by the Court of Review on a question of costs, where the Court below, in adjudicating on the costs, acted upon a wrong principle.

2. (Reversing the judgment of MATHIEU, J.) Where the action is brought to recover a claim not composed of distinct parts, or where the plaintiff cannot with some exactitude foresee the amount for which he can obtain judgment, (as in actions of damages and cases of a like nature), and the plaintiff's right of action is maintained, but the Court awards him less than the amount demanded, it is error for the Court to condemn him to pay the defendant (who has made no tender) the difference of costs of contestation between an action for the amount recovered and the action as brought, and such an award of costs is not within the discretion allowed the Court by Art. 478, C. C. P., and will be reversed on appeal to the Court of Review.—*Clermont* v. *McLeod*, in Review, Johnson, Loranger, Würtele, JJ.,

March 29, 1889; and *Daoust* v. *Dumouchel*, in Review, Johnson, Ch. J., Gill, Tait, JJ., Jan. 13, 1890.

Nom—Propriété—Injonction.

Jugé:—1o. Que le nom d'un commerçant est sa propriété exclusive, et que personne autre que lui ne peut se servir de son nom sans son autorisation.

2o. Qu'une personne dont on usurpe ainsi le nom a droit à une injonction contre l'usurpateur.—*Dun et al.* v. *Croysdill*, Mathieu, J., 13 nov. 1889.

Prescription—Interest on Judgment—Art. 2250, *C. C.*

Held:—That Art. 2250, C. C., which declares that, with the exception of what is due to the Crown, all arrears of interest are prescribed by five years, applies to interest on a judicial condemnation. *Jetté* v. *Crevier*, & *Crevier*, oppt., in Review, Loranger, Würtele, Davidson, JJ., March 31, 1890.

Lessor and lessee—Lease of telegraph system for 97 years—Arts. 887 *et seq. C. C. P.—R. S. Q.* 5977.

Held:—1. An agreement by which a company undertakes to operate the telegraph system of another company for a term of 97 years, and to pay quarterly a fixed sum for the privilege, is in effect a lease, and, although made for a term exceeding nine years, is an ordinary and not an emphyteotic lease, there being no right of ownership conveyed to the lessee.

2. Under Art. 887, C. C. P., as reproduced in R. S. Q. 5977, all actions arising from the relation of lessor and lessee are subject to the summary jurisdiction therein established, and therefore an action by the above mentioned company lessee against the company lessor, for diminution of rent, is subject to such summary jurisdiction. *G. N. W. Telegraph Co.* v. *Montreal Telegraph Co.*, Mathieu, J., March 27, 1889.

Lessor and Lessee—Arts. 1612, 1614, 1618, *C. C. —Disturbance of lessee's use—Claim for reduction of rent—Trespass—Judicial disturbance.*

Held:—1. Until a judicial disturbance has arisen, and a partial eviction has been the consequence thereof, no claim by a lessee for a reduction of rent can be maintained. A judicial disturbance may arise either by an action of a third person setting up a claim of right to the detriment of the lessee, or by an exception setting up a claim of right, in answer to an action for damages brought by the lessee against a trespasser.

2. A lessee who is disturbed in his possession by the material act of a third party, *whatever may be the assertion of right made by such third party at the time of the commission of the act*, should treat such disturbance as a mere trespass, and should bring suit against the trespasser, for the recovery of the damages which he has suffered by reason of such trespass, and to prohibit the trespasser from further disturbing him in his enjoyment. If the trespasser by his pleas raises a claim of right, the lessee should notify the lessor of the disturbance, and can then bring an action in warranty against the lessor for the purpose of obtaining a reduction of rent and damages. *Great North Western Telegraph Co.* v. *Montreal Telegraph Co.*, Würtele, J., January 31, 1890.

FIRE INSURANCE.

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

CHAPTER I.

OF THE CONTRACT OF INSURANCE, HOW MADE, WHEN PERFECTED, AND OF THE APPLICATION.

(Continued from page 151.)

§ 14. *Description of title of insured.*

There should be a just, full, and true exposition of title in the application. An example of a vague one is to be found in this case; The question was asked, "Is your title absolute? If not state its nature (i.e. of the interest)." The application was filled up, "deceased wife held the deed." The application went in; a policy was issued; but after the loss the company declined to pay.[1]

[1] *Rohrbach* v. *Germania Fire Ins. Co.*, (Court of Appeals, New York, May, 1875), 5 Bennett, 744. *Semble*, the company ought to have refused the application.

See further as to the application under heads of "subject insured," and misdescription.

Art. 2569, C.C.L.C., says the interest of the insured is to be stated in the policy.

§ 15. *Fire insurance in France.*

In old France fire insurance as now known was little practised, but the contract was lawful and could subsist without a policy. It was complete upon the consent of the parties. In modern France the contract may be made out from a policy, notarial act, private writings, receipts for premiums, and so forth; and parol evidence will be admitted to complete the proofs. Pardessus says that between traders (*commerçants*) proof of the contract may be by mere parol, but he is in error. Dalloz, Jur. du Royaume, Vol. for 1859.

Article 195 of the Code de Commerce orders sales of ships to be in writing, yet they may in France be verbal only, *inter partes*. The Code de Commerce is not so prohibitory as the English Ship Registry Acts. Yet Pouget lays it down that for insurance a writing is necessary, and a duplicate (*double*) even, unless there be an acknowledgment in the policy of the payment of the premium. Duplicates (*doubles*) are not required in commercial matters, and companies are sued in France before the Tribunals of Commerce even on "assurances terrestres." Yet in France in "assurance terrestre" *doubles* are usual.

§ 16. *Proof of the contract.*

An insurance under 100 livres could be proved by mere parol in old France (Valin), and so in modern France (Merlin and Locré). C.C. 332 is to be understood so, and is not contrary. Merlin, Questions de droit, *vo.* Police, et Contrat d'Assurance.

In *Sanborn et al.* v. *Fireman's Insurance Co.*, decided in November, 1860,[1] it was held (per *Hoar, J.*) that the "contract of insurance is "not required to be in writing, by common "law, nor by any statute of Massachusetts. " . . . An agreement for it, if sufficiently "proved by oral testimony, will be enforced."

Duer is not opposed to the above; but says it is doubtful whether an action on such proofs alone would be maintained, usage of written contract has so long prevailed. See also 1 Phill. Ins. § 8.

In *Cockerill* v. *Cincinnati Mutual Ins. Co.*,[1] it was held that a writing is absolutely required for maintenance of an action as on a contract of insurance.

It was said *per* Hoar, J., in *Sanborn et al.* v. *Fireman's Ins. Co.*,[2] that the principle of *Head* v. *Providence Ins. Co.*,[3] is not unsound, that a corporation can have no powers but such as the Act creating it gives, but the application of the principle has been modified in later cases; as in *Tayloe* v. *Merchants Fire Ins. Co.*;[4] also, in *Commercial Marine Ins. Co.* v. *Union Mutual F. Ins. Co.*[5]

So where the charter says that the company may contract so and so, but without words of restriction, the company is not restrained from contracting otherwise.[6]

In New York, a parol agreement to insure binds the insurance company [7] to issue a policy for the amount. It is otherwise in Georgia by statute. But in New York there must be a completed contract.

An insurance company cannot refuse to execute a policy where a contract for insurance is proved and the premium has been taken; but if the premium has been promised merely, and the promissor has been put in default to pay, the insurance company is not bound.[8]

§ 17. *The law in the United States as to the mode of insurance.*

Whether a valid contract of insurance can

[1] 16 Gray's Rep.

[1] 16 Ohio.

[2] 16 Gray.

[3] 2 Cranch.

[4] 9 Howard.

[5] 19 Howard.

[6] 19 Howard, 321.

[7] *Fiske* v. *Cottinet*, 14 Am. Rep. 715. The plaintiff had no policy, had paid no premium—payment was waived till policy. Before the policy was issued from the Head Office, the fire occurred. The Company was condemned to pay.

Audubon v. *Excelsior Insurance Co.*, 27 N. Y. Rep. But if the charter of the company order otherwise no parol contract can bind: as where a Statute says that all applications shall be written or printed, and all conditions printed or written, and all policies or contracts shall be signed by the President;—*Henning* v. *The U. S. Insurance Co.* (Missouri) 4 Am. Rep.

[8] *Sanford* v. *The Trust F. Ins. Co.* N. Y. 1842, Chancery. The bill in this case was to enforce a parol contract for insurance; the premium was tendered after the fire.

be made in the United States without a policy or writing seems not to be settled. Upon the principles of the common law an unwritten or parol contract is sufficient. Still, the force of language and the general practice some would hold to be evidence of the legal necessity for a written contract. Where the insurer is a corporation, its statute of incorporation might often be decisive of the question. [1]

In the absence of such a statute, ordering a policy, if a contract to insure be made, mere want of policy will not, ordinarily, prevent a plaintiff from recovering.

Though corporations have generally no powers but what have been granted to them, a company incorporated in the Province of Quebec to carry on the business of insurance may insure without writing. It would be allowed to do all business of insurance by all modes or forms of contract not prohibited.

In Massachusetts, in the case of *Thayer* v. *Middlesex Mutual F. Ins. Co.*, which was an action on an oral agreement to insure, such agreement, it was held, would be binding; but in this particular case, it was held that there had been no contract, but a mere negotiation which had not resulted in one.

In Maine they hold that by the common law the contract need not be in writing, and that there is nothing in the statutory law requiring it.[2]

In Georgia the Code requires all contracts of insurance to be in writing, and any alteration to be also in writing. The common law there did not require it.[3]

It has been held in Massachusetts and New York that the existence or delivery of a policy is not necessary to the validity of the contract, but that any written assent by the one party, within a reasonable time, to the proposal of the other, is sufficient to form the contract. Frequently a memorandum describing briefly the risk and premium is made by the insurers and entered in their books, or a receipt for premium specifying the subject and sum insured, the duration of the risk, and that a policy will be issued, is delivered to the insured, and the insurers have been held bound thereby as by a policy. These courses are taken when it is inconvenient or impossible to issue a policy at the time. Such practices, if adopted by them, might reasonably bind even incorporated companies, though having power to make contracts only by policy.

It is said by Shaw to have been held in Louisiana, that there the contract must be in writing. He refers to *Walden* v. *Louisiana Ins. Co.*, 12 La. R., but upon looking at the report I do not see that it was so decided.

§ 18. *Contracting by agents.*

In insuring, we may, of course, contract either by ourselves or by our agents. In marine insurance the insurer generally knows only the agents, and usage was inveterate to allow insurers to sue even agents for premiums; and they were held liable jointly and severally as the insured were. See Pothier, Assurance No. 98.

§ 19. *Insurance by agents of foreign Company.*

If an agent here of a company abroad insure here, it is as if his company did[1]. But not so if the transaction be by an agent—(say in Edinburgh,) a mere intermediary, with no power to bind,—the insurance being really made in England and the policy dated there, upon proposals sent through the Edinburgh agent.[2]

§ 20. *What the policy should contain.*

The premium is generally a sum of money. The policy ought to mention clearly the names and qualities of the parties, the property insured, the premium, and all conditions. Where made by an incorporated company, it ought to be signed by the officer or officers designated for the purpose by the charter.

§ 21. *Acceptance of proposals of insurance.*

Acceptation of a proposal for insurance constitutes a valid agreement to insure, unless the law orders that, as to any particular company or insurer, they be allowed to con-

[1] 2 Cranch, 166.

[2] *Walker* v. *Metropolitan Insurance Co.*, 5 Bennett.

[3] *Simonton et al.* v. *London, Liverpool & Globe Ins. Co.*, 5 Bennett's Insurance cases.

[1] *Albion Ins. Co.* v. *Mills*, 3 W. & S. Westlake, §, 212.

[2] *Parker & Royal Ex. Ass. Co.* Jany. 1846. Savigny, by Guthrie *p.* 216. *Aliter* if agent can bind the Co. *Mills* v. *The Albion M. Co.*, 3 W. & S.

tract only in another and particular form. C.C. of Lower Canada, 2481.[1]

§ 22. *Interim Receipt Cases.*

In *Goodwin* v. *Lancashire F. & L. Ins. Co.*,[2] an interim receipt was granted by an agent. Then there was a cancellation of it from the Head office, before the fire, but the notice of cancellation did not reach the insured till after the fire. The insured had played a trick on the company, applied to one agent and was refused, then applied to a second, not mentioning the refusal by the first, and got an interim receipt. An action being brought after the fire, fraud was pleaded by the company, and the concealment of the earlier refusal. The Court of Review held that there was no action.[3] But the Queen's Bench condemned the insurance company,[4] and held the suit good (though brought within the sixty days); that the conditions of the ordinary policies of the company could not control, and that the insured was insured till the company's revocation reached him. The judges appear to have paid no attention to the objection of concealment of the refusal, though that fact was alleged to be material.

[To be continued.]

THE LATE MR. J. M. LORANGER, Q.C.

It is a task of more than ordinary sadness to endeavor to express the loss, the great and abiding loss, which the bar has sustained in the removal of Mr. Joseph M. Loranger, who passed away at his residence in Montreal on Saturday, the 17th instant, in his fifty-sixth year. Mr. Loranger had been in delicate health for some time, in fact ever since a serious accident befell him some years ago, resulting in a broken limb. During the past winter he had the misfortune to experience an unusually severe attack of the prevailing influenza, and though his buoyant and courageous spirit made a brave effort to rally, other ailments supervened, and his constitution, already enfeebled by illness, succumbed under the additional strain.

Mr. Loranger was admitted to the bar in 1855, and during a professional career of five and thirty years was characterized by a genial and sympathetic courtesy which endeared him to all who were brought into contact with him. The law to him was not a mere money-getting occupation, as it is sometimes regarded, but an honorable profession, evoking and exercising the highest qualities of mind and heart. His blameless life and high standard of conduct afforded a model worthy of imitation by the younger members of the profession. Towards the close of his life, his bright and chivalrous spirit rose superior to physical ailments, and his devotion to professional duty held him perhaps too long to work which overtasked a system needing rest and change for its restoration. Such men can ill be spared in any calling.

Mr. Loranger had two brothers on the bench of the Superior Court; one, an older brother who left a bright record, died some years ago. A younger brother, the present Judge, still occupies a distinguished place upon the bench.

[1] On a bill to compel an insurance company to grant a policy of insurance, it was held that the agent in London of a provincial insurance company must not exceed his authority. If authorized only to receive applications for insurance, and these applications be in form of words that "premium is to be paid when policy is presented to insured," the payment of premium to an agent in London, before, operates no insurance, nor a contract to grant a policy; and though the agent send such money to his principals, they may refuse to insure, and may return the money;—*Linford* v. *The Provincial H. & C. Ins. Co.*, English Jurist, A.D. 1864, p. 1066.

[2] 16 L. C. Jurist.

[3] *Browning* v. *Provincial Ins. Co. of Canada*, (in the Privy Council in 1873) supports one of the rulings of the Court of Review.

[4] 18 L. C. Jurist.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 3.

Curators appointed.

Re Charles Sharpe Aspinall, manufacturer, Montreal, —A. F. Riddell, Montreal, curator, April 24.

Re Adolphe A. Boucher.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, April 28.

Re Demers & Riverin, Quebec.—D. Arcand, Quebec, curator, April 29.

Re Marie Clorinde Elmire Nolin.—Bilodeau & Renaud, Montreal, joint curator, April 29.

Re A. Gagnon & Co., Lévis.—D. Arcand, Quebec, curator, April 29.

Re Ludger Gamache, trader, Quebec.—H. A. Bedard, Quebec, curator.

Re P. Houle, Ste. Perpétue.—Kent & Turcotte, Montreal, joint curator, April 30.

Re William Kennedy, Montreal.—H. A. Jackson, Montreal, curator, April 2.

Re Lamoureux & frère.—Bilodeau & Renaud, Montreal, joint curator, April 28.

Re Amable D. Porcheron.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, April 28.

Re Léandre Proulx.—C. Millier and J. J. Griffith, joint curator, April 28.

Dividends.

Re Thos. Acteson, trader, l'Anse aux Gascons.—First and final dividend, payable May 19, H. A. Bedard, Quebec, curator.

Re Octave Bernard, contractor, St. Hyacinthe.—First dividend, payable May 21, J. Morin, St. Hyacinthe, curator.

Re Henri Dessureault, St. Narcisse.—First and final dividend, payable May 20, Kent & Turcotte, Montreal, joint curator.

Re P. Gingras & Cie. coal dealers, Quebec.—First and final dividend, payable May 19, N. Matte, Quebec, curator.

Re Marie Louise Godbout (N. Godbout & Cie.).—First and final dividend, payable May 21, C. Desmarteau, Montreal, curator.

Re Geo. Lemieux & Co., traders, Fraserville.—First and final dividend, payable May 19, H. A. Bedard, Quebec, curator.

Re Joseph Pelletier, Montreal.—First and final dividend, payable May 20, Kent & Turcotte, Montreal, joint curator.

Re Wm. Silverstone, Montreal.—First and final dividend, payable May 20, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Mathilde Blanchette vs. François Xavier Mercier, trader, St. Hyacinthe, April 21.

Mary L. Moran vs. Michael H. Kelpyn, contractor, Montreal, April 28.

Quebec Official Gazette, May 10.

Judicial Abandonments.

David Ethier, Montreal, April 30.

Jean Baptiste Généreux, trader, parish of St. Guillaume d'Upton, May 7.

Phillips & O'Sullivan, plumbers, Quebec, April 24.

Curators appointed.

Re Ephriam E. Bouchard, St. Etienne de Bolton.—W. J. Briggs, Waterloo, curator, April 25.

Re Dame C. Murray.—W. A. Caldwell, Montreal, curator, May 3.

Re David Ethier.—C. Desmarteau, Montreal, curator, May 7.

Re Alexis Paradis, Quebec.—M. P. Laberge, N.P., Quebec, curator, May 7.

Re Hilaire Picard.—C. Desmarteau, Montreal, curator, May 1.

Re James H. Rafter, Montreal.—Kent & Turcotte, Montreal, joint curator, May 2.

Re Tancrède Robitaille, trader, St. Hyacinthe.—J. Morin, St. Hyacinthe, curator, May 2.

Dividends.

Re Jos. Beaudoin, St. Luc de Champlain.—First and final dividend, payable May 27, C. Desmarteau, Montreal, curator.

Re Ezra Bigelow, Georgeville.—First and final dividend, payable May 26, C. H. Kathan, Rock Island, curator.

Re François Chaumelle.—First and final dividend, payable May 27, J. B. H. Beauregard, Iberville, curator.

Re Ambroise De Blois, grocer, St. Sauveur de Québec.—First and final dividend, payable May 26, N. Matte, Quebec, curator.

Re Dame M. L. Danis, widow of O. P. Allard, Montreal.—Second and final dividend, payable May 26, T. Gauthier, Montreal, curator.

Re Dragon & frère.—First and final dividend, payable May 22, Bilodeau & Renaud, Montreal, joint curator.

Re Flavien Genest, Cap de la Magdeleine.—First and final dividend, payable May 27,—Kent & Turcotte, Montreal, joint curator.

Re Isaie Lespérance, butcher, Montreal.—First dividend, payable May 26, B. Jubinville, Montreal, curator.

Re Wilfrid Major.—Second and final dividend, payable, payable May 22, Bilodeau & Renaud, Montreal, joint curator.

Re E. D. Marceau, trader, l'Isle Verte.—First and final dividend, payable May 26, H. A. Bedard, Quebec, curator.

Re Johnny Morrissette, trader, St. Charles.—First and final dividend, payable May 26, H. A. Bedard, Quebec, curator.

Re George Ouellet.—First and final dividend, payable May 26, C. Desmarteau, Montreal, curator.

Re Jean-Bte. Pare.—First and final dividend, payable May 31, J. L. Coutlee, Montreal, curator.

Re Pouliot & Falardeau, curriers, Quebec.—Second and final dividend, payable May 26, N. Matte, Quebec, curator.

Re Abel Valin.—First and final dividend, payable May 28, C. Desmarteau, Montreal, curator.

Separation as to property.

Marie Elvina Chapleau vs. Jean Bte. Richer, trader, Montreal, May 7.

Marie Mélina Codère vs. Alphonse Richard, plumber, Montreal, May 3.