The Legal News.

Vol. XI. NOVEMBER 10, 1888. No. 45.

The vacancy in the Supreme Court of Canada, caused by the death of Mr. Justice Henry, has been filled by the appointment (Oct. 27) of Mr. Justice Patterson, one of the judges of the Ontario Court of Appeal. Mr. James Maclennan, Q.C., of Toronto, replaces Mr. Justice Patterson in the Court of Appeal. These appointments appear to have been based on the merits of the gentlemen selected, and have been received with much favour by the bar of Ontario. The same issue of the *Canada Gazette* contains the appointment (bearing date Sept. 20) of Henri Gédéon Malhiot, Q.C., of Three Rivers, to be a puisné Judge of the Superior Court for this province. It is understood that Mr. Justice Malhiot will replace Mr. Justice Wurtele, who has been transferred from the district of Ottawa to Montreal.

In opening the Criminal Term of the Court of Queen's Bench at Montreal on the 2nd instant, Mr. Justice Church paid the following tribute to his late colleague:—"The late Mr. Justice Monk has led a long, honorable and useful career at the bar and on the bench. Distinguished over other men by his commanding personal appearance, with a mind cultivated by careful training and extensive reading; of a warm, social and sympathetic nature; possessing a command of graceful language, rare even among gifted men, it is not surprising that, notwithstanding his youth, he was amongst those chosen by the political prisoners of 1837-38 to defend them. His career afterwards at the bar was distinguished, and his promotion rapid. Associated with the late Hon. Sir John Rose, the firm of Rose & Monk soon took a foremost place, and it is notorious that the honored judge contributed his full share to achieve that renown. At the bar as on the bench, his dignity, gentleness and urbanity, especially towards the junior bar, not less than his strong common sense and his profound grasp of legal principles, made him a man of mark, and his name and memory will long be cherished amongst his *confrères* of the bar and bench. For nearly thirty years, he has sat upon the bench, about nine years in the Superior Court, and about twenty years in this court, and has thus taken an important part in moulding our jurisprudence. His fame and reputation in this branch of the court is widely known and universally acknowledged, his calm judgment and ripened knowledge, making him invaluable in the investigation and trial of criminal offences. His retirement from the bench was forced upon him by failing health, and he reluctantly yielded to the inexorable command of his medical attendants and resigned. In Judge Monk's death, the bench has lost an able, experienced and learned judge, the general public a distinguished and patriotic citizen, the bar a sympathetic and cultivated member, his friends a warm-hearted and genial associate, and his family a fond husband and indulgent father."

In addressing the Grand Jury, on the same occasion, the learned Judge referred in terms of emphatic disapproval to indictments privately laid before Grand Juries without the concurrence of the officers of the Crown. "Should unauthorized persons," he said, "intrude themselves upon your notice and ask to have bills of indictment preferred against individuals, you should, before taking any action, apprise the law officers of the Crown, in order that your institution may not be made the vehicle for libellous or damaging charges, without reasonable circumspection and preliminary enquiry on the part of those who are charged with the general superintendence of the administration of the criminal law, and whose experience and general knowledge will often enable them to decide how far such applications can properly and justly be entertained. This is not in any way, however, to interfere with your unquestioned right to present anything within the scope of your duties when such matters are within your personal ken. I make these general observations regarding these matters, because the experience of the past two terms is that bills have been presented to the grand jury, at the

instance of private parties, and by them in an unauthorized way, which, when found, the Attorney-General has felt it his duty to direct should not be prosecuted, and in one of these, the bill was, I am informed, in the hands of the grand jury before the Crown officers were made aware of the fact, and in the other, the Crown officers were only informed as the deliberations of the grand jury were about to commence. Be the facts as they may in this regard, I have thought it my duty to say this to you, that when unauthorized persons come to you with bills, and without satisfactory explanation why the charges which they cover have not been made the subject of the usual preliminary complaint and investigation, or without the authority which the law provides in certain cases, which bills they desire you to pass upon, you should at once inform the representative of the Attorney-General or the court, not necessarily with the object of suppressing such investigations, but in order that the procedure may be regular and public and private interests safe-guarded. Permit me to add that I, personally, am of opinion that in all matters of criminal prosecutions it is much better to insist on the time-honored, straightforward practice which requires a complaint and a preliminary investigation before indictment be laid, unless some special reasons of public interest require a departure from the practice, and when this is the case, it is not too much to ask of the citizen who would avail himself of an unused and objectionable form of procedure, that he should ask for and obtain the sanction I have suggested, or that of the judge presiding over the court.

Another subject which was appropriately noticed by Mr. Justice Church, was that of private detective agencies. "I think," he observed, "it is a fair subject of inquiry and consideration whether a detective and a police force under executive control and available for such services as I have indicated is not a matter which should engage the serious consideration of those charged with the administration and execution of our laws. No system of law can long maintain public confidence and enjoy and enforce respect unless it be manifested that its violators will be brought to justice, and this cannot, I fear, be longer efficiently and promptly done without the creation of some such force as I have indicated; but whether I am right or wrong in this regard there cannot, I think, be two opinions as respects the necessity of the executive receiving public endorsation in any efforts which it may think proper to make to bring about a better order of things than at present exists and in the direction I have indicated. I am informed that the private detective agencies no longer receive any official sanction or countenance from the police authorities or the Judges of the Sessions, and I suggest for your consideration that this is not a safe or healthy condition of things, and that such institutions, if they must, under our modern notions, be tolerated, should be licensed and inspected and made responsible to some public officer such as the Judge of Sessions for every proceeding they take, and that they should be obliged to keep a record of all they do and be compelled to report from time to time, and that this should be provided for by a carefully considered statutory enactment. Perhaps I attach too much importance to the present condition and practical irresponsibility of these agencies, but there is to my mind something incongruous in men assuming for a consideration to become paid spies over their feliow citizens in the interest of anyone asking their services; to shadow and track them down and to report without responsibility on the private lives of those whom they shadow, or to report respecting their families, and this too often for not the most laudable purposes. Such an organization notoriously exists elsewhere, and for aught I know, there may be some excuse for it; but I don't believe it is a condition of things which need exist here, and I would be sorry to see it engrafted on our institutions, or countenanced by our public men or by our courts."

CIRCUIT COURT.

HULL (County of Ottawa), Oct. 22, 1888.

Before WURTELE, J.

PAQUIN v. CITY OF HULL.

Lease and hire of personal services—Notice of

termination of contract—Employees of municipal corporation.

HELD:—1. *That article* 1642 *of the civil code does not apply to the lease and hire of personal services.*

2. *That when the term of the engagement of an employee is indeterminate, neither the employer nor the employee has the right to terminate it without giving notice to the other, with the delay fixed by law for the locality, or, when none is fixed, with a reasonable delay; and that in default of such notice, the party breaking the contract is liable in damages to the other, unless the conduct of the other gave reason for an immediate resiliation of the contract.*

3. *That while this rule of law does not apply to the public officers or functionaries of a municipal corporation, it applies to their ordinary employees.*

PER CURIAM.—The Fire and Water Committee of the municipal council of the city of Hull submitted a report to the council, recommending "that the application of Lac-"tance Paquin for the position of engineer of "the water-works be accepted, ..., with "a salary of two dollars per day"; and, on the 9th May, 1887, the report was adopted by the council, and the plaintiff forthwith entered upon the duties of the position.

He now complains that on the 1st August, 1887, he was dismissed without notice and without legitimate reason, and he claims damages for this breach of contract.

The corporation demurs to the action, alleging that he was engaged at the rate of two dollars a day, and that his engagement was, therefore, terminable from day to day, without any notice being required, and without giving rise to any claim for damages. At the argument, the defendant's counsel cited article 1642 of the civil code, which gives the rule for the termination of the lease of a house when no time is specified for its duration, as authority for this pretension of the corporation.

The council fixed the salary at two dollars a day, but did not specify any time for the duration of the engagement; and three questions now arise on the issue submitted.

The first is whether the article cited applies to a contract for the lease and hire of personal services? A glance at the code determines this question in the negative. The article in question is one of those which lay down certain "rules particular to the "lease or hire of houses," and while its wording specifically refers to that particular contract, article 1645 also expressly defines and limits its application. The rules laid down by this article are restricted to the lease and hire of houses, and have therefore no application whatever to the lease and hire of personal services.

The next question is whether either the employer or the employee can, at will and without notice, terminate an engagement of which the duration is indeterminate? Article 1667 declares that the contract of lease and hire of personal services can only be for a limited term, and when, therefore, the term is not fixed by the engagement it must be in the power of either party to put an end to it at will. Article 1670 provides that the rights and obligations arising from the lease and hire of personal services are subject to the rules common to contracts; and among them is the rule, to be found in article 1022, that contracts can be set aside only by the mutual consent of the parties, or for causes established by law, and the rule, to be found in article 1657, that when the term of a lease is uncertain, neither of the parties can terminate it without giving notice to the other, with a certain delay. Then article 1065 enacts that every obligation renders the debtor liable in damages in case of a breach of it on his part, and further provides that a contract may be set aside on the demand of one of the parties, when the other does not perform his obligations under it. That is to say, in the words of article 1184 of the French civil code, that a resolutive condition is always implied in bi-lateral contracts, for the case where one of the two parties does not perform his engagement. As to the delay, that is established in cities, towns and villages by their by-laws, and in country parts, and in such towns and villages as may not have passed by-laws, by the statute 44-45 Vict., chap. 15; when neither a by-law nor the statute apply, the delay is established by custom, and if there should be none, then

the delay must be a reasonable one. Applying all these rules, we must arrive at the conclusion that either of the parties has the right to put an end to the engagement by giving a notice to the other with the proper delay, and also that either of the parties may put an end to it instantaneously without having to pay any indemnity to the other, when it is done in consequence of his failure or inability to accomplish his duties or of his misconduct, but subject to the obligation of paying the damages which the other may suffer when it is done without sufficient cause. These principles are laid down and are clearly explained by Aubry & Rau, vol. 4, section 372; Laurent, vol. 25, Nos. 511, 513 & 517; and Sirey, vol. 2, art. 1780, Nos. 35, 38, 39, 40 & 47.

The last question is, whether these rules apply to the employees of municipal corporations? In deciding this question, a distinction has to be made between those who have certain statutory duties to perform, and who are really public officers or functionaries, such as Secretary-Treasurers, and those who are really only ordinary employees, such as superintendents, engineers, clerks, workmen and servants. The former class, like the officers of the Government, must possess at all times the confidence of the body whom they assist in acts of public administration, and they are therefore engaged during pleasure and may be dismissed at will; but the latter class falls under the law applicable to employees generally. This distinction is laid down by Sirey, vol. 2, art. 1780, Nos. 52 to 56.

For these reasons the demurrer must be dismissed, and the parties must go to proof on their respective pretensions.

The judgment dismissing the demurrer is as follows:—

"La cour, après avoir entendu les parties, par leurs avocats, sur la défense en droit, avoir examiné la procédure, et avoir délibéré;

"Attendu que la défenderesse aurait accordé au demandeur l'emploi d'ingénieur de l'aqueduc et l'aurait engagé comme tel avec un salaire de deux piastres par jour, mais sans spécifier la durée de son engagement;

"Considerant que l'article 1642 du code civil ne s'applique pas au louage des services personnels des ouvriers;

"Considérant que la durée de l'engagement du demandeur était indéterminée et que le contrat ne pouvait être rompu par l'une des parties qu'en donnant un avertissement à l'autre avec un délai raisonnable; et que la défenderesse ne pouvait renvoyer le demandeur sans donner tel avertissement que s'il avait manqué gravement à ses devoirs ou s'était trouvé incapable de remplir le service pour lequel il s'était engagé, ce qui nécessite une enquête;

"Considérant que ces règles s'appliquent aux employés municipaux ordinaires;

"Considérant que la défense en droit est partant mal fondée;

"Renvoie la dite défense en droit, avec dépens."

Demurrer dismissed.

Arthur McMahon, for plaintiff.

Rochon & Champagne, for defendant.

SUPERIOR COURT.

MONTREAL, Sept. 16, 1885.

Coram LORANGER, J.

STYLES v. MYLER et vir.

Procedure—Action against wife—Husband not made a party.

The plaintiff leased certain premises from one Annie Elizabeth Myler, who afterwards married James Main, and a community of property existed between them. The plaintiff sued the wife, in respect of the lease, and made her husband a party merely to authorize the wife to *ester en justice.*

The female defendant filed an exception to the form, which was maintained by the following judgment:—

"La Cour, etc....

"Considérant que le litige affecte non seulement la propriété, mais aussi les revenus de l'immeuble mentionné dans la déclaration; que le mari de la défenderesse, chef de la communauté de biens, n'est pas assigné comme partie intéressée dans la cause;

"Considérant que l'exception à la forme est bien fondée sur ce point; mais en vue d'éviter des frais au demandeur;

"Lui permet de mettre en cause le dit mari de la défenderesse, avec dépens, contre le dit

demandeur, de l'exception à la forme, et les dépens réservés sur l'assignation du dit mari de la défenderesse."

Exception maintained.

Curran & Grenier, for the plaintiff.

Longpré & David, for the defendant.

SUPERIOR COURT.

MONTREAL, Dec. 31, 1885.

Coram LORANGER, J.

STYLES v. MYLER et vir.

Procedure—Bringing husband of defendant into the cause.

After the judgment reported above, the plaintiff moved for leave to amend, by adding to the name of the defendant James Main the words "as well personally."

The motion was rejected by the following judgment:—

"La Cour....

"Considérant que le défendeur James Main n'a pas été assigné régulièrement et n'est pas en cause, et que l'amendement demandé ne peut avoir l'effet d'une assignation;

"Renvoie la dite motion avec dépens."

Motion rejected.

Curran & Grenier, for plaintiff.

Longpré & David, for defendant.

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*RECENT DECISIONS AT QUEBEC.**

Reserved case—Indictment for perjury—Variance between indictment and evidence.

Held:—On indictment for perjury, for falsely, &c., swearing that "he had paid L the sum of $4,200, which was the balance of the money coming to him out of the monies paid to him by Beemer, for securing the contract for the water-works of the city of Quebec," evidence that what the defendant swore was that "he had paid L. the sum of $4,200, which was the balance of the money coming to him out of the monies paid to him by Beemer, for securing the contract for the water-works of the city of Qubec, *and by Elzée Beaudet on behalf of the Lake St. John Railway*," will not support the charge of perjury, and that a verdict of guilty, founded on such evidence, under the said indictment, will be quashed.—*Reg. v. Trudel.* Reserved case, Dorion, C. J., Tessier, Cross, Baby, Church, JJ., May 7, 1888.

* 14 Q. L. R.

Acte des Elections Contestées, Québec—Mandat—Manœuvre frauduleuse.

Jugé:—1o. Un candidat n'est pas responsable des actes d'un comité ou d'une association formée pour soutenir les intérêts d'un parti politique auquel il appartient, lors même qu'il est désigné comme candidat par cette association, et qu'il assiste aux réunions où il est choisi, et se porte candidat en vertu de ce choix;

2o. Une personne qui conduit ou accompagne le candidat en tournée dans le comté et le présente aux électeurs qu'il ne connait pas, n'est pas *ipso facto* l'agent de ce candidat;

3o. La remise de listes de votation par le candidat à un partisan, pour qu'il s'en serve pour les fins de l'élection, le constitue agent du candidat;

4o. Traiter un électeur le jour de la votation est présumé être fait à raison de ce qu'il a voté ou de ce qu'il est sur le point de voter. C'est à la partie contre laquelle le fait est établi, qu'il incombe de faire disparaître la présomption par une preuve satisfaisante et enlever ainsi à l'acte le caractère de manœuvre frauduleuse que lui attribue la 38 Vict., ch. 7, sect. 257;

5o. L'autorisation spéciale écrite que le candidat donne à une personne pour le représenter à un poll, la constitue l'agent du candidat pendant le temps de la votation;

6o. Il n'est pas nécessaire que le candidat qui conteste une élection demande le siège, pour que le défendeur soit admis à prouver qu'il s'est rendu coupable de manœuvres frauduleuses et à demander sa déqualification;

7o. L'avis donné à une personne, qui n'est pas un candidat, de l'accusation qu'elle a commis une manœuvre frauduleuse à une élection, ne permet de la prononcer coupable que lorsqu'il est complété par un ordre du juge, ou du tribunal, lui enjoignant de comparaître pour être entendue;

8o. L'emploi et le paiement de patrouilles par un candidat, pour empêcher une cabale corruptrice par ses adversaires, est une manœuvre frauduleuse qui entraîne la déqualification de ce candidat;

9o. Le paiement par un candidat des services d'un cabaleur à gages, lors même qu'il n'est pas électeur, est une manœuvre frau-

duleuse qui entraîne la déqualification du candidat.—*Whyte* v. *Johnson*, S. C., Casault, Andrews, Larue, JJ., 13 juin 1888.

Artistic property—Remedy against violation of —Copyright and registration—Measure of damages.

Held:—An action of damages will lie at common law for invasion of property in artistic works, and is not taken away by the copyright Act giving an action for penalty.

2. The affixing of his signature by a sculptor to a bust made by him is sufficient proof, under the statute, of publication of his privilege as author.

3. The certificate of registration of a copyright is *prima facie* evidence that the requirements of the law, previous to its issuing, have been complied with.

4. The assignee of a copyright may recover for infringements made before the registration of the assignment, but after the registration of the copyright.

5. The measure of damages sustained in a case of violation of copyright is the amount realized by the party guilty of infringement. —*Bernard* v. *Bertoni*, S. C., Andrews, J., June 25, 1888.

Capias after judgment—Misnomer.

Held:—A defendant to an action in the Circuit Court, whose name is improperly described, and who fails to take exception to the misnomer, cannot afterwards set it up as a ground of contestation of a capias issued under art. 802, C. C. P.—*Giroux* v. *Plamondon*, in review, Stuart, C. J., Casault, Andrews, JJ. June 30, 1888.

Indictment for misdemeanor under the Election Act of Canada—Commencement of prosecution.

Held:—The committal of the defendant to take his trial on the charge is a commencement of the prosecution within R. S. C., ch. 8, sect. 117.—*Reg.* v. *Carbray*, Queen's Bench, Crown side, Tessier, Cross, JJ., May 3, 1888.

Vente—Médecin—Clientèle—Trouble.

Jugé:—1o. Que la vente par un médecin de sa clientèle, avec promesse de présenter l'acquéreur à ses pratiques et de le leur faire accepter autant qu'il le pourrait, et, à cet effet, la convention par le vendeur de pratiquer pendant six mois pour le compte et profit de l'acquéreur, et celle de cesser de pratiquer dans certaines parties de la même ville sont des conventions, les premières de faire, et la dernière de ne pas faire, qui, même si la vente d'une clientèle de médecin était illégale, peuvent séparément et conjointement être l'objet d'un contrat et d'une obligation par l'acquéreur de payer le prix stipulé ;

2o. Que, en l'absence d'une mention dans un contrat de la condition de ne pas pratiquer, celle-ci ne peut être étendue au-delà des limites admises par le vendeur ;

3o. Que le contrat ayant reçu son exécution et l'acheteur ayant joui de la clientèle pendant cinq ans, le fait que le vendeur aurait, après cet espace de temps, recommencé à pratiquer dans les limites où il se le serait interdit, ne pourrait que donner un recours en dommages, et non entraîner la résolution de la vente, ni, sans preuve de dommages spéciaux, la retention du prix ou d'une partie d'icelui.—*Verge* v. *Verge*, C. S., Casault, J., 23 nov. 1887.

Indictment for perjury—Authorization of attorney general.

Held:—That an indictment for perjury with the attorney general's name signed by his representative and not by himself, is not a compliance with the requirements of R.S.C., ch. 174, sect. 140.—*Reg.* v. *Ford*, Queen's Bench, Crown side, Tessier, Cross, JJ., April 26, 1888.

Tuteur—Placement du capital—Changement.

L'appelant, qui était endetté en une certaine somme portant intérêt, à l'intimé en sa qualité de tuteur à ses enfants mineurs, vendit une terre au dit intimé personnellement, une partie du prix devant rester entre les mains de l'acquéreur et étant fait "payable à l'âge de majorité respective des dits enfants, par part égale entre eux, le dit acquéreur donnant par les présentes, quittance au dit vendeur de tous les intérêts à lui payables en sa qualité de tuteur à ses dits enfants sur la somme susdite et jusqu'à leur âge de majorité respective."

Jugé:—Que le tuteur ne pouvait, comme il a essayé de le faire, changer à son profit le placement du capital appartenant à ses pupilles, non plus qu'appliquer à son profit personnel et d'avance les intérêts soit échus soit à écheoir sur le dit capital, et qu'en conséquence la délégation de paiement stipulée par le dit tuteur était nulle, comme étaient nuls aussi les prétendus paiements qu'il reconnaissait avoir reçus de l'appelant pour intérêts.—*Nadeau & Labbé*, en appel, Dorion, C. J., Tessier, Cross, Baby, Church, JJ., 7 mai 1888.

Femme commune—Dette—Autorisation—Action.

Jugé:—Que la dette mobilière contractée par la femme avec l'autorisation de son mari est une dette de la communauté, dont le recouvrement, pendant l'existence de la dite communauté, doit être poursuivi contre le mari, et ne peut pas l'être contre la femme seule, même avec la mise en cause du mari pour l'assister.—*Duval* v. *Anctil*, en révision, Casault, Caron, Andrews, JJ., 30 sept. 1887.

Bornage—Arpenteur—Possession—Dépens.

Jugé:—Que lorsque, dans une action en bornage, deux arpenteurs sont nommés experts pour faire un plan des héritages des parties et indiquer leurs prétentions respectives, un de ces arpenteurs peut, outre le rapport conjoint fait avec l'autre, faire un rapport spécial, et que ce rapport spécial ne sera pas rejeté, comme irrégulier, s'il contient des explications nécessaires pour permettre au tribunal de déterminer la position de la ligne qui doit diviser les héritages.

Que le placement, par arpenteur, de deux bornes avec procès-verbal, dans une ligne, pour en déterminer la course ou alignement, indique, d'une manière permanente, la ligne qui doit diviser ces terrains, non-seulement à l'endroit où se trouvent les dites bornes, mais sur toute la profondeur des héritages, et qu'à moins d'une possession contraire établie, la possession du terrain jusqu'aux bornes suppose la possession sur toute la profondeur des lots d'après la ligne dont les dites bornes indiquent la course, et que cette possession présumée peut servir de base à la prescription.

Que lorsque, dans une action en bornage il est constaté, par la preuve, que les parties ne pouvaient s'entendre pour borner leurs héritages, et que, dans l'intérêt des deux, il était nécessaire que l'une ou l'autre d'entre elles eût recours à une action en bornage, les frais de cette action, tant sur la demande que sur la défense, doivent être considérés comme frais nécessaires faits dans l'intérêt des deux parties, et être divisés également entre elles.—*Cormier & Leblanc*, en appel, Dorion, J. C., Tessier, Cross, Baby, Church, JJ., 4 mai 1888.

Acte des chemins de fer—Charte—Chemin de fer provincial—Injonction.

Jugé:—Que n'avoir pas, dans les trois ans fixés par sa charte, fait le dépôt requis, ni commencé la construction du chemin n'opère pas, *ipso facto*, l'extinction d'une compagnie de chemin de fer, ni la révocation de sa charte, et que cette extinction ne peut être prononcée que sur poursuite spéciale prise au nom de Sa Majesté par le procureur-général et non sur le bref d'injonction, à la demande d'un particulier;

Que tant qu'un chemin de fer provincial, qui doit être raccordé à un chemin de fer fédéral, ne l'est pas de fait, quelque soit à ce sujet l'intention de ses promoteurs, il reste sous l'empire du Statut de Québec.—*Roy* v. *La Compagnie du Chemin de Fer Québec, Montmorency et Charlevoix*, C. S., Casault, J., 8 mai 1888.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 27.

Judicial Abandonments.

Joseph David Trahan, carriage-maker, St. Jean, Oct. 24.

Wright, Torrop & Co., manufacturers, parish of St. George, Beauce, Oct. 20.

Curators appointed.

Re W. A. Caufield, Lacolle.—Kent & Turcotte, Montreal, joint curator, Oct. 22.

Re Archibald Jacobs.—C. Desmarteau, Montreal, curator, Oct. 17.

Re Grignon & Levesque.—W. A. Caldwell, Montreal, curator, Oct. 24

Re Henry Smith.—C. Desmarteau, Montreal, curator, Oct. 24.

Dividends.

Re D. Z. Bessette, Montreal.—Dividend on real estate, payable Nov. 16, Kent & Turcotte, Montreal, joint curator.

Re Edmond Larue, first and final dividend, payable Nov. 11, C. Desmarteau, Montreal, curator.

Notarial Minutes.

Minutes of E. D. Tétreau, N.P., Acton Vale, transferred to Victor Morin, N.P., Acton Vale.

Appointments.

C. A. Dubé, Baie des Pères, Temiscamingue, to be coroner for the district of Ottawa jointly with Dr. Charles E. Graham.

Léon B. Brunelle, Arthabaskaville, to be high constable for the district of Arthabaska, in the place of R. Richard, resigned.

J. Bte. Poupart, N.P., St. Urbain, to be registrar of County of Chateauguay, in the place of Alexis Gagnier.

Cadastre.

Numbers added to *Cadastre* of fifth ward, City of Hull.

Court Term.

Term of Circuit Court, County of Beauce, to be held at St. Vital de Lambton, on 4th and 5th December of each year.

Proclamation.

Reward of $1'00 offered for apprehension of Rémi Lamontagne, against whom a true bill has been found for the murder of Napoléon Michel.

Quebec Official Gazette Nov. 3.

Judicial Abandonments.

Zoël Samuel Aubut, grocer, Montreal, Oct. 29.
Caroline Floucaud, trader, Montreal, Oct. 27.
Louis Grenier, trader, Three Rivers, Oct. 30.

Curators Appointed.

Re Alpheus Colton, Fort Coulonge.—J. McD. Hains, Montreal, curator, Oct. 31.

Re E. W. Davis *et al.*—C. Millier and J. J. Griffith, Sherbrooke, joint-curator, Oct. 27.

Re W. S. Foster.—C. Millier and J. J. Griffith, Sherbrooke, joint-curator, Oct. 27.

Re Abraham Goyette.—G. H. St. Pierre, Coaticooke, curator, Oct. 27.

Re Auguste S. Langevin, Montreal.—Kent & Turcotte, Montreal, joint-curator, Oct. 31.

Re Hercule Létourneau.—C. Desmarteau, Montreal, curator, Oct. 31.

Re Joseph Moyen.—C. Desmarteau, Montreal, curator, Oct. 31.

Re Louis Meunier.—C. Desmarteau, Montreal, curator, Oct. 31.

Re George Warren.—E. Angers, Malbaie, curator, Oct. 16.

Dividends.

Re A. A. Lapointe.—First and final dividend, payable Nov. 20, Kent & Turcotte, Montreal, joint-curator.

Re J. B. Scott.—First and final dividend, payable Nov. 15, C. A. Sylvestre, Nicolet, curator.

Re Smith, Fischel & Co.—First and final dividend on privileged claims only, payable Nov. 20, A. W. Stevenson, Montreal, curator.

Separation as to property.

Adéline Lepine vs. Joseph Estiambre dit Sansfaçon, carter, Quebec, Nov. 2.

Georgianna Rochette vs. Joseph Vallée, contractor, Lachute, Oct. 25.

Antoinette Roy vs. George Duberger, innkeeper, Pointe au Pic, Oct. 30.

Mélina White vs. Charles Edouard Gagnon, Montreal, Oct. 27.

Proclamation.

Nov. 15 is proclaimed as a day of Public Thanksgiving.

GENERAL NOTES.

STREET RAILWAYS.—The exercise of the utmost human foresight, knowledge, skill and care required of a railroad operated by steam, is also demanded of a street railway; *Dougherty* v. *Missouri R. Co.* (Mo.), 15 West. Rep. 235.

NOT QUITE MURDER.—Curran had a friend who was very precise in his use of language. One day they heard a man saying "curosity" instead of curiosity. The friend remarked: "Just listen how that man does murder the language." "Not so bad as that," rejoined Curran, "he only knocked an eye out."

WILD BIRDS' EGGS.—At the Newcastle County (Eng.) Court recently an action was brought to recover damages for wrongfully entering upon the Farne and Staple Islands, of which the plaintiff was the lessee, and carrying away the eggs of the wild birds. After considerable discussion on the question as to whether there was any ownership in the eggs, Judge Holl said he had no doubt that the owner of the land had property in the wild birds so long as they remained on or over his land. A verdict by consent was taken for the plaintiff for £1 and costs.

A PROMISING YOUNG LAWYER.—Miss Catherine G. Waugh, a graduate of the Rockford Seminary, who has received the degrees of A.M. and B.A., and graduated at the Union College of Law in Chicago, in 1886, is practicing law in Rockford. Let it be said to the credit of the men in her profession, that she has received the utmost kindness and courtesy from them one and all, and knowing that some of them do not approve of women entering the profession, it is all the more remarkable. Miss Waugh has had better success than she anticipated, and is doing well for a young lawyer. For the past year she has taken Prof. Morrison's place as instructor of commercial law, political economy and civil government at the Business College.—*Rockford (Ill.) Morning Star.*

TROIS MILLE FRANCS DE FRAIS POUR CINQ CENTIMES.—La cour de cassation à Rome a eu, ces jours derniers, à se prononcer au sujet d'un procès vraiment extraordinaire. Le 22 sept. 1884, M. l'avocat Nicola de Siano entrait à Rome porteur d'une boîte contenant 300 grammes de sucre. Les zélés employés de l'octroi taxèrent la boîte; le montant des droits à payer était de 4 centimes, plus 1 centime pour le timbre. L'avocat paya en protestant, car il s'agissait d'une marchandise pesant moins de 500 gr., exempte par conséquent du paiement des droits d'entrée. Un procès contre l'administration de la Ville éternelle fut engagé. Les tribunaux donnèrent raison à l'avocat; la Cour d'appel confirma le jugement. Mais la tenace administration voulut épuiser toutes les instances; elle porta la chose à la Cour de cassation, qui a consacré définitivement sa triple défaite et l'a condamnée aux frais se montant en chiffres ronds à 3,000 francs.