The Legal News.

VOL. X. MARCH 19, 1887. No. 12.

Mr. Justice Baby, in addressing the Grand Jury, at the opening of the March Term, made the following reference to the removal of an honoured colleague. His Honour said: "Before going any further, it is my painful duty to inform you of the melancholy death of the eminent judge who, during the last term, presided over this court and addressed you from this very place in that clear, practical and fearless manner which always characterized his sayings and carried such weight with you. In the prime of life and full possession of his intellectual faculties, which were of a very high order, he might have still rendered great service to the country in general, and his colleagues in particular, but Divine Providence, in the wisdom of His decree, has ordained it otherwise, and we have now only to submit, and deplore a death so unexpected. After having gone through a brilliant career at the Bar, Judge Ramsay was an ornament to the Bench for nearly fifteen years, and his virtues, as well as his legal lore, were admitted by all. But it was in this court principally that came out more forcibly his firmness of character, his moral rectitude and his profound knowledge of the law, the whole tempered, however, with that clemency and that commiseration which distinguish the superior mind. Society has lost one of its most useful and devoted members; and, while we all regret him, his memory will live long among us, no doubt, as that of having been an enlightened, industrious and conscientious magistrate."

The case of *King* v. *Henkie*, decided recently by the Supreme Court of Alabama, is a case of novelty and interest. The action was by the personal representatives of a deceased person, under an Act similar to Lord Campbell's Act, against a saloon keeper who sold liquor to a man helplessly drunk, who, after swallowing the stuff, expired almost instantaneously. The Supreme Court held that the action could not be maintained, that the drinking of the liquor, which was the act of the deceased, was the proximate cause of his death, and that the act of the defendant, in selling or giving the liquor, was only the *remote* cause, and that fact protected him from liability. The court said:—"The only wrongful act imputed to the defendants was the selling, or giving, as the case may be, of intoxicating liquors to the deceased while he was in a stupidly drunken condition, knowing that he was a man of intemperate habits. It is not shown that the defendants used any duress, deception, or arts of persuasion to induce the drinking of the liquor. The act, however, as we have said, was a statutory misdemeanor. But this was only the remote, not the proximate or intermediate cause of the death of plaintiff's intestate. The rule is fully settled to be that, 'if an injury has resulted in consequence of a certain wrongful act or omission, but only through or by means of some intervening cause, from which last cause the injury followed as a direct and immediate consequence, the law will refer the damage to the last or proximate cause, and refuse to trace it to that which was more remote.' Cooley on Torts, 68-69; 1 Addison on Torts, 12-13; §§ 10-11."

CUSHING'S NOTARIAL FORMS.

Cushing's Notarial Form Book, with a Treatise or Historical Outline of the Notarial Profession. Montreal, A. Periard, publisher.

This is a work of considerable importance, prepared by an experienced member of the notarial profession, Mr. Charles Cushing, B.C.L. The author states that one of the reasons which led him to compile this book is that no work on the notarial profession has been written in English. The Forms are given in alphabetical order, and extend over 260 quarto pages. The usefulness of such a work needs no comment, and we presume that at least all notaries who have occasion to pass deeds in the English language will find it indispensable. It is also of interest to the members of the legal profession. The book is well printed on excellent paper, and neatly bound.

COURT OF REVIEW.

QUEBEC, May 31, 1886.

Coram STUART, Ch. J., CASAULT, J., CARON, J.

Costs on congé défaut—Distraction in favor of attorney.

HELD:—(*Confirming the judgment of the Court below,* ANGERS, J., Beauce,) *That costs, on a* congé de défaut, *awarded, by way of distraction to the attorney, are exclusively due and payable to him; and, therefore, that, in another suit brought by the same plaintiff against the same defendant, for an amount including the amount of the first demand, the defendant cannot set up, as a ground of temporary exception, the precedent non-payment of such costs to the defendant.*

The judgment is as follows:—

"Considérant que les frais obtenus sur le congé de défaut d'une action pour la somme de $128.62, qui forme partie de la présente demande, ont été distraits en faveur de Sévère Théberge, écuier, procureur, et n'appartiennent pas au défendeur, qui ne peut les réclamer,—rejette l'exception temporaire du défendeur avec dépens."

Judgment confirmed.

Morrisset & de St. George for the plaintiff.

Sévère Théberge for the defendant.

(J. O'F.)

SUPERIOR COURT.

AYLMER, (district of Ottawa), Feb. 24, 1887.

Before WÜRTELE, J.

DUMAIS, Petitioner, v. FORTIN, Respondent.

Hull, City of—Election of Alderman—Contestation—Security for costs—Bail bond.

HELD:—1. *That the contestation of the election of an alderman of the City of Hull is a matter which depends on and belongs to the Superior Court.*

2. *That the bail-bond for security of the costs of the contestation of an election under the charter of the City of Hull and under the municipal code, need not contain the description of the real estate of the sureties.*

PER CURIAM.—The petitioner contests the election, on the 18th January last, (1887,) of the respondent as an alderman of the City of Hull.

Before presenting his petition, the petitioner gave security for costs before the Prothonotary, as required by the 37th section of the charter; but although the surety justified his sufficiency on oath, the bond does not contain the description of his real estate. The petition is addressed to the Judge of the Superior Court, residing in the District of Ottawa; but the bond specifies that the security given is for the costs which may be awarded by the Superior Court.

On the presentation of the petition, the respondent filed an exception to the form, which he styled "preliminary objections," alleging the irregularity and insufficiency of the security for costs, for the two reasons just mentioned, and the consequent nullity of the proceedings.

Now, as to the first objection.

The charter provides, in section 35, that the contestation of the election of an alderman shall be decided by a judge of the Superior Court, sitting in the District of Ottawa, in term or in vacation, and section 37, in speaking of the procedure, says that a notice stating the day on which the petition will be presented to the *court*, must be served on the respondent eight clear days before it is so presented to the *court*. Whether the judge acts in term or in vacation, he constitutes the Court for the trial of the contestation; and that court is the Superior Court, of which the bond entered into as security for the costs and the other proceedings in the contestation are records. There is therefore no irregularity in the bond, when it states that it is entered into as security for the costs which may be awarded by the Superior Court on the contestation of the election.

Then as to the other objection.

Section 237 of the charter enacts that the municipal code shall apply on all subjects not provided for. The nature of the security to be given for the costs on the contestation of an election is not mentioned in the charter, and therefore the provisions of article 353 of the municipal code apply: "The sureties "must be owners of real estate to the value "of $200, over and above any incumbrances "there may be on such property. One surety "suffices, provided he is an owner of real "estate to the required value." In connec-

tion with this article it was decided by Mr. Justice Mackay and again by Mr. Justice Sicotte, in 1872, that it was not necessary to describe the real estate of the sureties, or even of a single surety, in the bond. (2 Revue Critique, p. 235, and 16 L. C. J. p. 255.)

These precedents are sufficient; and the reasons on which they are founded seem clear. A bail-bond creates an obligation on the part of the sureties towards the respondent, and being judicially entered into, carries hypothec on any real estate belonging to the sureties which may be described in a notice duly registered with or subsequently to the bail-bond. It is therefore only necessary to describe the real estate of the sureties in the bail-bond when the law specifically requires it.—It is not required in the case of the contestation of an election under the municipal code or under the charter of the City of Hull; and the omission of the description of the real estate of the surety in the bail-bond in the present case is therefore not a cause of nullity nor even an irregularity.

When, however, a surety is objected to, he is required to give a description of his real estate, and to establish his title and its hypothecary status and value. If the respondent could not contest the form of the bail-bond because it did not contain such description, he could, on the presentation of the petition, contest the qualification of the surety. As the exception in this case implied an objection to the qualification of the surety, I ordered him to give a description of his real estate and to show his title and its hypothecary status and value; and he has done so to my satisfaction.

I therefore overrule the preliminary objections.

The judgment was recorded as follows :—

"The Court, having heard the parties by their counsel on the preliminary objections raised by the respondent, having taken the declaration of the surety Damien Richer and examined the deeds and certificates produced by him under and in obedience to the interlocutory judgment of the 18th day of February instant, having examined the record and having deliberated;

"Considering that all the proceedings in the contestation of the election of an alderman of the City of Hull, whether had before the judge in vacation or before the judge in term, form part of the records of the Superior Court, and that the contestation of such election is therefore a matter which depends on and belongs to the Superior Court;

"Considering that it is not necessary that the bond entered into for security for costs should contain a description of the real estate on which a single surety justifies his sufficiency, and that the bond, without such description, is obligatory, and carries hypothec on any real estate of the surety which may be described in a notice duly filed and registered, but that the respondent may contest the qualification and the sufficiency of the surety, and that in such case, the surety is required to give in a declaration of his real estate, together with his titles thereto;

"Seeing that the surety in this cause has, in compliance with the interlocutory judgment above mentioned, given a description of his real estate, and has produced his titles thereto, a certificate of its hypothecary status and a certificate showing its value according to the municipal valuation;

"Seeing that the documents so produced have established the qualification and the sufficiency of the surety;

"Doth overrule and dismiss the preliminary objections raised by the respondent, with costs."

Rochon & Champagne, for petitioner.
J. M. McDougall, for respondent.

SUPERIOR COURT.

SHERBROOKE, February 24, 1887.

Coram BROOKS, J.

Ex parte HENDERSON et al., Petitioners for Probate of Will.

Will—Signature of Witnesses.

HELD :—*That when witnesses, called to attest the execution of a will, have not signed the same in the presence of the testatrix, at the time of the alleged execution, probate will be refused.*

PER CURIAM :—The petitioners represent that on the 18th January last, the late Emma Maud Webb (widow of the late William Gordon Mack), who subsequently died on the 4th February, 1887, made and executed

her last will and testament in writing, naming petitioners her executors. The executors produce affidavits of the Rev. H. Roe and A. C. Scarth as to its execution and ask for probate. The Rev. H. Roe testifies that he wrote the paper produced as the last will of Mrs. Mack, at her request, in her presence and at her dictation as had for her last will and testament. That in his presence and that of the Rev. Mr. Scarth, she declared said paper to be her last will and testament, and attempted to sign the same, making her mark the capital "E" at the bottom of the will. That the signatures "Henry Roe" and "A. Campbell Scarth" as attesting witnesses, are, respectively, in their handwriting. That they did not *then* sign the will as attesting witnesses, owing solely to the impression that the failure of Mrs. Mack to write her signature in full rendered it null, and that it was on being informed that this was not necessary that they afterwards signed it. That the cause of her not completing her signature was not any change of intention with regard to the disposition of her property, but from physical weakness.

The sole question that comes up for me to consider, on the present application, is this: Have the requisite formalities been complied with to authorize the granting of probate prayed for in the said petition? It is well that the attention of the public, both lay and clerical, should be called to this point, and it is perhaps more necessary that clergymen should understand the rules of law affecting the making of wills under the English form, as, from their profession, they are often required to attend at the bedside of the dying, and are called upon to assist them in making final disposition of their property, when it is impossible to obtain professional assistance.

Prior to the Civil Code coming into force, 1st August, 1866, with regard to wills made in the English form, the rules applicable in England in 1774 prevailed, which required three witnesses, who, however, need not all have been present or signed at the same time, but must have signed at the request of the testator. They must have been subjects of Her Majesty and competent to give evidence, and there were certain disqualifications from interest, which it is now unnecessary to refer to, but which, as they now exist, are defined in the Civil Code, Art. 853: "In wills in the last mentioned form (see the English form), legacies made to any of the witnesses, or to the husband of any such witness (in the first degree) are void, but do not annul the other provisions of the will." The Codifiers reported desirable changes in the law (which were adopted), in order to make our law conform to the then recent legislation in England. This was done and we have our Code Article 851, which enacts that wills made in the form derived from the laws of England (whether they affect moveable or immoveable property), must be in writing and signed at the end with the signature or mark of the testator, made by himself or another person for him, in his presence and under his express direction, (which signature is then or subsequently acknowledged by the testator as having been subscribed by him to his will then produced, in presence of at least two competent witnesses together, who attest and sign the will immediately, in presence of the testator and at his request)"; and Article 855 C.C. declares that the formalities must be observed on pain of nullity. The same is declared by the Code Napoléon, Art. 1001. For an interesting case see *Mignault* v. *Malo*, (14 L.C.J. 141, and 16 L.C.J. 288), which went through all our courts and was finally referred to the Privy Council. Their Lordships discussed the whole question as to the law then affecting wills made in English form and the law relating to the probate of wills. The recent legislation referred to by the Codifiers of Ontario consisted of Imperial Statutes of Will. 4 & 1 Vic. Cap. 26 which, amongst other things, enact: "And be it further enacted that no will shall be valid, unless it be in writing and executed in manner thereinafter mentioned (that is to say), it shall be signed at the foot or end thereof by the testator or by some other person in his presence and by his direction; and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time; and such witnesses shall attest and shall subscribe the will in the

presence of the testator, but no form of attestation shall be necessary." Parsons, on Wills, says: "The signature to a will must be made or acknowledged in the presence of two or more witnesses present at the same time, and such witnesses shall attest and subscribe the will in the presence of the testator."

Again, he says: "The witnesses must subscribe their names in the presence of the testator and in each others' presence and by the direction of the testator, which direction it is presumed may be considered complied with if the will is strictly otherwise executed according to the statute."

It is advisable, however, in all cases, for the testator to expressly request the witnesses to subscribe their names as witnesses. The paper writing purporting to be the will must be duly executed as the will of such person. Thus when verbal instructions for a will were obtained from F. T., who was dying, by the personal suggestion and importunity of M. T. who directly afterwards wrote out the will and procured its execution, F. T. never spoke after the execution, but the evidence proved a certain degree of capacity at the time of execution, M. T. and her near relatives took a large benefit under the will, and it was attested in the same room in which the deceased was. M. T. deposed that the deceased could see the witnesses sign their names; the witnesses deposed that she could not. It was held that the paper for which instructions had been obtained was not entitled to probate, and that the balance of evidence showed that it was not duly executed as a will. In Stephen's commentary, we find the rule laid down, that the will must be subscribed by witnesses in the presence of the testator. It was adjudged also that though the witnesses must all see the testator sign, or, at least, acknowledge the signing, yet they might see him do so at different times, though they must all subscribe their names in his presence, *lest by any possibility they should mistake the instrument.* Our law is now plain, so plain that those who run may read, and it should be a part of every liberal education to teach so much at least of the provisions of law as would enable even those who are not supposed to be learned in the law to know what course to adopt under circumstances like these under which the so-called will was made. It is unfortunate that what were undoubtedly the last wishes of the deceased as to the disposition of her property cannot be carried out, owing to the want of formalities attending the execution of the same and which are prescribed by positive law. It would never do to allow the attestation of execution of wills by persons who perhaps, years after, might come up and say that they saw the signature or mark set to a document alleged to be a last will and testament subscribed by the testator, but were not requested by the testator to sign the same as attesting witnesses and were not legal attesting witnesses.

I cannot, under the circumstances, grant probate of this will.

CIRCUIT COURT.

AYLMER (dist. of Ottawa), March 6, 1887.

(In Chambers.)

Before WÜRTELE, J.

McCLELLAND v. FOOKS, & MAJOR *et vir*, Opposants.

Venditioni Exponas—Opposition—C. C. P. 664 *—Third party.*

HELD:—*An opposition to withdraw, to a writ of Venditioni Exponas founded on a right of ownership, may be made by a third party, notwithstanding the previous opposition of another third party.*

A seizure of moveables in the possession of the defendant was made on the 19th June, 1886, and on the 28th day of the same month, his wife, Amelia Locke, stopped the execution by an opposition to withdraw, by which she claimed all the property seized. The opposition was discontinued on the 24th February, 1887, and a writ of *Venditioni Exponas* was issued the next day.

Maria Major made an opposition to withdraw on the 4th March, 1887, claiming all the moveables seized as her property, and gave notice for the 6th of an application to the judge for an order to stay proceedings on the writ of *Venditioni Exponas*. On the presentation of the application, the plaintiff contended that the cause or ground of opposition was anterior to the date of the filing of the

previous opposition, and that as all the publications upon the first writ had been made, the execution of the writ of *Venditioni Exponas* could not, according to article 664 C. C. P., be stopped by the opposition.

PER JUDICEM.—The female opposant first claimed the moveables under seizure by an attachment in revendication, and on the 24th February last (1887), her action was dismissed and she was told that her proper recourse was an opposition to withdraw; now it is pretended that her opposition is too late. If the law refused her all recourse, there would be a denial of justice in her case.

The article of the Code of Civil Procedure invoked against the allowance of the opposition, ordains that when all the publications upon the first writ have been made, the execution of a writ of *Venditioni Exponas* can be stopped by opposition only for reasons subsequent to the proceedings by which the sale was stopped in the first instance.

The article in question replaces paragraph 2 of Section 15 of chapter 85 of the Consolidated Statutes of Lower Canada. This paragraph enacted that the Sheriff should not receive any opposition, and suspend his proceedings on a writ of *Venditioni Exponas*; but jurisprudence allowed an opposition to be filed, and provided for a suspension of the execution upon the order of the Court or of a judge. The article contains this provision, but adds that the opposition must be "for "reasons subsequent to the proceedings by "which the sale was stopped in the first "instance." Does this mean that a party who has a right of ownership in the property seized, and who had not previously intervened, loses his right to revendicate his property by opposition, because the sale had been stopped by the unfounded opposition of another person?

I find no reported case in point, and I am therefore left to my own judgment.

It would seem that the addition made to the article was intended to remedy the abuse of retarding a sale under execution, by the judgment debtor setting up an informality in a proceeding anterior to the proceeding attacked in the first instance for an alleged irregularity or nullity, or by the same third party making repeated opposiitons. A third party who has made an opposition to a seizure cannot, in my view, according to the article, make another opposition founded on facts anterior to those alleged in his first opposition; but I am of opinion that this rule does not apply to another third party. If such were the case, a person having a lawful claim to property seized, but only becoming aware of the seizure after the issue of a writ of *Venditioni Exponas*, would be deprived of the recourse necessary for the exercise of his rights; and this cannot be the intention of the law.

Of course, in all such cases, the judge must be satisfied, before he grants his order, that the opposant has, at first view, a good cause of opposition.

In the present instance, the female opposant appears at first view to have good ground for her claim; and I therefore grant the order to stay proceedings.

Opposition allowed.

N. A. Belcourt, for opposants.
Henry Aylen, for plaintiff.

ENCROACHMENTS ON THE RIGHTS OF UNIVERSITIES.

In the annual report of McGill University, the following passage occurs:—"We regret to say that further encroachments on the rights of the universities on the part of the councils of the Bar and of the medical profession are contemplated, which may be injurious to the true interests of professional education. These relate to the privileges heretofore enjoyed by graduates as well as to the examinations for entrance to study.

"Several educational fallacies underlie these encroachments. One is, that examinations alone can raise the standard of education, whereas this can be done only by well-equipped teaching bodies, such as those furnished by the universities. Another is, that extra-academical examiners should be employed, whereas experience shows that only those who, by continuous teaching, are induced to keep up their reading and knowledge, can be suitable examiners to maintain and advance the standard of education. A third is, that the multiplication of lectures is the best method to raise the standard of edu-

cation, whereas it has been proved by experience that this can best be done by the employment of skilled and eminent professors, by the cultivation of habits of independent study and by the extension of practical work. It is lamentable that these and similar fallacies, exploded in the most advanced educational countries, should appear to influence men whom we are bound to believe actuated by the wish to raise the standard of education, and not by that spirit of local and race jealousy and professional exclusiveness sometimes attributed to them. In any case, it is time that an active and earnest movement should be made to arrest the evils arising from this cause. A committee of this corporation has been appointed to consider the matter and to confer with other bodies on the subject.

"In so far as the province of Quebec is concerned, it is believed that the disabilities thus inflicted on the graduates of the Protestant universities are contrary to the spirit of that provision of the law of Confederation which guarantees to the English and Protestant minority of this province the educational privileges which it possessed before Confederation, and that such action is not within the power of the local Legislature. It has been proposed to test this question by submitting a case to counsel, should our present appeals to the local Government and Legislature be unavailing."

A CAUSE CÉLÈBRE IN RUSSIA.

La justice criminelle russe vient de juger une affaire de duel qui a soulevé une vive émotion dans l'aristocratie de ce pays.

Il s'agit du duel tragique qui mit en présence, le 20 avril dernier, le fils du général Lazareff, le vainqueur de Kars pendant la campagne de 1877, et le capitaine Panioutine, des hussards de la garde de l'empereur.

Pendant l'été de 1885, lors d'un séjour aux eaux de Kislovodsk, célèbre station balnéaire du Caucase, fréquentée par le *high-life* russe, le capitaine Théodore Panioutine se lia intimement avec la famille Lazareff, à laquelle est allié le général Gémardgidzé, commandant du 2e corps d'armée caucasien. Le jeune officier devint éperdument épris de l'aînée des demoiselles Lazareff, Nina.

—C'est la seconde fois, lui disait-il, dans l'abandon de leurs causeries, que je rencontre une personne qui ait produit autant d'impression sur moi. J'ai connu autrefois une femme que j'ai aimée, la princesse O...; mais maintenant je l'ai complètement oubliée.

A la fin de la saison, M. Panioutine formula sa demande en mariage.

Mlle. Nina Lazareff l'accueillit favorablement; mais exprima à M. Panioutine le désir qu'il obtint le consentement de ses parents à lui.

On repartit pour Saint-Pétersbourg, où le bruit des fiançailles avait précédé Mlle. Lazareff, qui fut félicitée de toutes parts. Cependant la jeune fille ne recevait aucune nouvelle des parents du capitaine Panioutine. Elle lui écrivit, elle finit par lui télégraphier pour lui demander le motif d'un pareil silence. Enfin, la réponse arriva.

"A mon aveu, écrivait M. Panioutine, ma mère s'est évanouie! Mon sort était décidé depuis longtemps. Je devais épouser la princesse O...., dont je vous ai parlé au Caucase. Je vous ai compromise par mes assiduités; mon excuse est dans mon grand amour. Soyez sûre que vous serez toujours le meilleur souvenir de ma vie!"

Mlle Lazareff répondit:

"Au moment de lier ma vie à un homme sans caractère, je suis trop heureuse d'être avertie à temps; je vous laisse votre liberté!"

Cette correspondance avait été tenue secrète. Mais quelques jours plus tard, on apprenait le mariage du capitaine Panioutine avec la princesse O...

Lorsque les frères de Mlle Lazareff apprirent ce dénouement imprévu, il fut convenu que le cadet, Pierre, irait provoquer le capitaine dans ses terres. Mais celui-ci était parti subitement pour Saint-Pétersbourg où le grand-duc Nicolas l'avait appelé par dépêche, pour lui demander des explications.

M. Pierre Lazareff écrivait alors une lettre de provocation à M. Panioutine. Ce fut Mme Panioutine mère qui répondit: elle avait intercepté le cartel, son fils venait d'épouser la princesse O.... dans la propriété de laquelle les deux époux passaient leur lune de miel. Mais il fallait bien aboutir, et les ennemis

finirent par se rencontrer. Le duel fut décidé.

Les témoins ne tombèrent pas immédiatement d'accord sur le lieu de la rencontre. Enfin, après bien des pourparlers, il fut décidé qu'elle aurait lieu à Tsarskoé-Sélo, à environ vingt verstes de Saint-Pétersbourg.

Rendez-vous fut pris le 20 avril, à six heures du soir, dans une forêt qui borde la chaussée. L'arme choisie était le pistolet avec échange d'une balle chacun à vingt-cinq pas et faculté de s'avancer jusqu'à quinze pas. Dans le cas où les pistolets viendraient à rater, ils seraient immédiatement rechargés. Tout devait être fini en trois minutes.

Sur le terrain, M. Lazareff fit deux pas en avant et tira, mais son pistolet rata, pendant que la balle de M. Panioutine lui effleurait l'oreille. Selon les conditions du combat, le pistolet de M. Lazareff fut rechargé ; ce dernier fit quatre pas en avant et tira de nouveau ; le capitaine Panioutine tomba, atteint mortellement au flanc droit. Il succomba le surlendemain.

L'affaire fut immédiatement rapportée à l'empereur, et M. Lazareff vient d'être jugé dans les termes de la loi russe qui dit :

" Si l'offensé est tué, l'offenseur sera puni de six ans et huit mois de prison ; si l'offenseur est tué, l'offensé sera puni de deux ans et six mois de la même peine."

A l'audience, le procureur impérial s'est attaché à établir que M. Lazareff était l'offenseur et que le duel avait été réglé dans les conditions les plus dangereuses.

Il a demandé, en conséquence, l'application du maximum de la peine, six ans et huit mois de prison.

Me. Guérard, un des maîtres du barreau russe, a présenté une défense éloquente de M. Lazareff.

L'accusé a été condamné à deux ans et six mois de forteresse.—*Gaz. du Palais.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 12.

Judicial Abandonments.

James Cullens, grocer, Montreal, March 7.

Henry Kearney, grocer, Montreal, March 8.

Louis Lambert, threshing machine manufacturer, Louiseville, March 2.

Telesphore Monpas, trader, St. Pierre-les-Becquets, March 3.

Curators appointed.

Re Louis Cousineau.—C. Desmarteau, Montreal, curator, March 8.

Re Dame Exilda Bougie (Mrs. D. Leonard).—Kent & Turcotte, Montreal, curator, March 8.

Re Mary Rodger.—J. McD. Hains, Montreal, curator, March 8.

Re Connel Levin.—W. A. Caldwell, Montreal, curator, March 8.

Dividends.

Re Thomas Lang, district of Ottawa.—Dividend, W. A. Caldwell, Montreal, curator.

Re Octave Painchaud et al.—First and final dividend, James Shearer, Montreal, curator.

Re Sharpe & McKinnon.—Dividend, D. L. McDougall and David Seath, Montreal, curators.

Re C. H. Taber.—Dividend, W. A. Caldwell, Montreal, curator.

Re Vaillancourt & Laberge.—First and final dividend, payable March 20, H. A. Bedard, Quebec, curator.

Separation as to property.

Marie Louise Odile Abran vs. Moïse Masson, merchant, Three Rivers, March 9.

Marie Leonie Beauchemin vs. David Poisson, farmer, Gentilly, March 3.

Marie Rose Anna Monast vs. Wilfrid Lemonde, carriage-maker, St. Mathias, March 9.

APPOINTMENTS.

Joseph Gabriel Pelletier and Zéphirin Perrault, joint prothonotary of the Superior Court, Clerk of the Crown and Clerk of the Peace, district of Kamouraska.

Denis Barry and Alexandre Eudore Poirier, advocates, joint fire commissioner, Montreal.

GENERAL NOTES.

THE council of the Incorporated Law Society (London) have under consideration the course to be adopted in celebrating the fiftieth year of the Queen's reign. It has been resolved that there shall be a dinner, and that the dinner shall be followed by a ball. The idea of retaining one of the principal theatres for a special performance finds favour.

UN TRÉSOR.—Le tribunal civil de Laon devait avoir à statuer sur une affaire fort curieuse. En effet, on n'a pas oublié l'émotion produite, il y a quatre ans, dans le monde artistique, par la découverte, aux environs de Laon, d'un trésor qui n'était autre que la vaisselle plate d'un des lieutenants de Caracalla. La propriété de ce trésor avait tout d'abord donné lieu à un procès entre "l'inventeur," le détenteur et le général de Brauer, propriétaire du domaine où le trésor a été découvert. Mais, à la veille de plaider, les adversaires du général lui offrirent une transaction tellement avantageuse qu'il l'accepta. A la suite de cette transaction, le trésor en question va être prochainement mis en adjudication par les soins de M. Emile Vanderheym, expert près la cour de Paris, et la vente d'un objet du temps de Caracalla sera certainement fort courue.—*Gaz. du Pal.*