The Legal News.

Vol. XII. OCTOBER 26, 1889. No. 43.

The decisions of the Judicial Committee of the Privy Council, reported in recent issues of this journal, do not appear, in their general result, to favour appeals to that tribunal. There was one application for special leave to appeal from the Supreme Court of Canada, which was refused. In two cases in which special leave to appeal from decisions of the Supreme Court had been granted, the judgment was affirmed. And in two other cases, in which the appeal had been taken direct from the judgment of the Court of Queen's Bench sitting in appeal at Montreal, the judgment was also affirmed. In no case, therefore, was the appeal successful. An examination of the cases, however, shows that these were all suits in which there was considerable difficulty, and the amount involved being considerable, there was a strong inducement to lose no chance of obtaining a different result. They were not cases in which a great principle of law had to be defined, but rather cases in which there was some perplexity arising from the particular circumstances. In *Montreal & Seminary of St. Sulpice* (p. 281), it is not quite easy to appreciate the considerations which induced their lordships to refuse leave to appeal, and at the same time intimate to the applicant that it might have another opportunity of obtaining the decision of the Committee. This could only arise if the provincial Court of Appeal reversed its previous decision and followed that of the Supreme Court. It is a question, however, whether the Court of Appeal would consider itself bound by the decision of the Supreme Court (see observations of Ramsay, J., in *Molson & Lambe*, M.L.R., 2 Q.B. 397), and if it did not, the City would be in exactly the same position as before, unless the Appeal Court decided against the City for the express purpose of giving it an opportunity to appeal direct to the Judicial Committee. In *St. John's & Central Vermont R. Co.*, (p. 290) the Judicial Committee restricted the appeal to the question of statutory interpretation, intimating that upon a question of fact special leave to appeal would not have been granted, and that an appellant will not be allowed to "change front" at the hearing on the merits, and present his case otherwise than it was presented when leave to appeal was asked for. In *Mullen & Wadsworth* (p. 314) the appeal was also restricted somewhat, but their lordships settled an important question as to the legal effect of an *acte de mariage*. In *Gilmour & Mauroit* (p. 322), where the appeal was direct from the provincial Court, the Judicial Committee simply expressed their concurrence in the view which had been adopted by the majority of that Court. In *Senécal & Pauzé* (p. 330) the circumstances were peculiar; the facts were not very clearly defined; and here also the Judicial Committee saw no reason for coming to a different conclusion.

Toronto has now a Law School at Osgoode Hall, and the work of the school was formally commenced on the 7th October. Mr. Justice Strong, of the Supreme Court of Canada, was offered the appointment of Principal, but that learned Judge having declined the offer, Mr. W. A. Reeve, Q.C., has been appointed Principal, with a salary of $4,000 per annum. There are two lecturers, Messrs. Marsh and Armour, at a salary of $1,500 each, and two examiners, Messrs. Kingsford and Drayton, at a salary of $700 each. The Principal will have a share in lecturing, as well as the duty of administering and governing the school. The only course of lectures to be given this year is the first year's course, the subjects and text books being as follows: — Smith on Contracts; Anson on Contracts; Leith's Williams' Real Property; Broom's Common Law; Kerr's Students' Blackstone, Books 1 and 3; Snell's Principles of Equity; such Acts and parts of Acts relating to each of the above subjects as shall be prescribed by the Principal. In future the scholarships to be offered by the Law Society will be in connection with the Law School examinations only. At the first school examination next May, fourteen

scholarships will be offered—seven to those who pass the examination as their First Intermediate Examination, and seven to those who pass it as their Second Intermediate Examination. The amounts will be one of $100, one of $60, and five of $40 each.

SUPREME COURT OF CANADA.

OTTAWA, June 14, 1889.

Quebec.]

THE EXCHANGE BANK OF CANADA v. GILMAN.

Art. 451 *C. C. P.—Retraxit—Subsequent action —Document not proved at trial—Inadmissible on appeal—Lis pendens and Res judicata—Pleas of.*

The Exchange Bank of Canada, in an action they instituted against G., filed a withdrawal of a part of their demand in open Court, reserving their right to institute a subsequent action for the amount so withdrawn. The Court acted on this *retraxit*, and gave judgment for the balance. This judgment was not appealed against. In a subsequent action for the amount so reserved:

Held, reversing the judgment of the Court below, that the provisions of Art. 451 C.C.P. are applicable to a withdrawal made outside, and without the interference of the Court, and cannot affect the validity of a withdrawal made in open Court and with its permission.

2. That it was too late in the second action to question the validity of the *retraxit* upon which the Court had in the first action acted and rendered a final judgment.

3. That a document relied on in the Court of Queen's Bench not proved at the trial, as setting aside the final judgment rendered in the first action, cannot be relied on or made part of the case in appeal. *Montreal L. & M. Co.* v. *Fauteux*, 3 Can. S.C.R. 433, and *Lyonnais* v. *Molsons Bank*, 10 Can. S.C.R. 527, followed.

4. That under the circumstances the defendant's pleas of *lis pendens* and of *res judicata* could not be maintained.

Appeal allowed with costs.

Macmaster, Q.C., for appellant.

Gilman for respondent.

OTTAWA, June 14, 1889.

Quebec.]

DUFRESNE et al. v. DAME MARIA DIXON.

Action en nullité de décret—Registration of deed — Art. 2089 *C. C. — Preference between purchasers who derive their respective titles from the same person.*

D. et al., judgment creditors of one W.A.C., seized and sold a lot of land situate in the city of Montreal as belonging to his estate. This lot had originally belonged to Dame M.D., who sold it to W.A.C. et al., and subsequently W.A.C., who became the registered owner of the lot, re-assigned it to Dame M.D. The property was occupied by Dame M.D. through her tenant at the time of the seizure.

The sheriff's sale took place on the 3rd October, 1884. Dame M. D. registered her deed of re-assignment on the 28th November, 1884, and on the 4th May, 1885, the purchasers registered their deed of purchase.

The respondent by petition to the Superior Court prayed for the setting aside of the sheriff's decree.

Held, affirming the judgment of the Courts below, that respondent having been for a long time in open, peaceable and public possession of her property, and notably so at the time of the seizure, the sheriff's seizure and sale thereof at the instance of the appellant, was null as having been made *super non domino*.

2nd. That notwithstanding the adjudication by the sheriff on the 3rd of October, 1884, the title not having been granted until the 4th May, 1885, and respondent having registered her deed of retrocession on the 28th of November, 1884, respondent was entitled to the conclusions of her petition.

Appeal dismissed with costs.

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

Lacoste, Q.C., and *Grenier*, for respondent.

OTTAWA, June 14, 1889.

Quebec.]

CANADIAN PACIFIC RAILWAY CO. v. COLLEGE OF STE. THERESE.

Expropriation of land —Order by Judge in Chambers as to monies deposited—Not appealable—R. S. C. ch. 135, *sec.* 28—42 *Vic. ch.* 9, *sec.* 9, *sub.-sec.* 31—*Persona designata.*

The College of Ste. Therese having petitioned for an order for payment to them of a

sum of $4,000 deposited by the appellants as security for land taken for railway purposes, a Judge of the Superior Court in Chambers, after formal answer and hearing of the parties, granted the order. 42 Vict., ch. 9, sec. 9, sub-sec. 31. The railway company appealed against this order to the Court of Queen's Bench for Lower Canada (appeal side), and that Court affirmed the decision of the Judge of the Superior Court. On appeal to the Supreme Court of Canada it was

Held, that as the proceedings had not originated in the Superior Court of the Province of Quebec, the case was not appealable. R.S., ch. 135, sec. 28.

2. That the Judge of the Superior Court, when he made the order in question, acted as a *persona designata*.

Appeal quashed with costs.

H. Abbott, Q.C., and *Ferguson*, for appellants.
Pagnuelo, Q.C., for respondents.

OTTAWA, June 14, 1889.

Quebec.]

STEPHEN H. THOMPSON v. THE MOLSONS BANK.

The Banking Act—Rev. S. C., ch. 120, secs. 53 et seq.—Warehouse receipts—Parol agreement as to surplus—Effect of—Locus Standi—Art. 1031, C.C.

The Molsons Bank took from one H. several warehouse receipts as collateral security for commercial paper discounted in the ordinary course of business, and having a surplus from the sale of the goods represented by the receipts after paying the debts for which they were immediately pledged, claimed under a parol agreement to hold that surplus in payment of other debts due by H.—H. having become insolvent, T. (appellant) under art. 1031, C. C., brought an action against the bank claiming that the surplus must be distributed ratably among the creditors generally. H. was a member of the firm of H. & H. and they were not parties to the suit.

Held, affirming the judgment of the Courts below, that the parol agreement was not contrary to the provisions of the Banking Act, ch. 120, secs. 52 et seq. That after the goods were lawfully sold, the money that remained, after applying the proceeds of each sale to its proper note, was simply money held to the use of H subject to the terms of the parol agreement. (Ritchie, C.J., *dubitante*, and Fournier, J., dissenting).

Per Taschereau, J., that H. & H. ought to have been made parties to the suit.

Appeal dismissed with costs.

Robertson, Q.C., and *Falconer*, for appellant.
H. Abbott, Q.C., for respondents.

OTTAWA, June 14, 1889.

Quebec.]

HOLMES et vir v. CARTER.

Seizure of Bank shares in trust—Onus probandi—Res judicata.

The respondent having obtained a judgment against A.M., served a writ of *saisie-arrêt* upon the Molsons Bank. The Bank through its manager declared they held 115 shares of the capital stock of the Molsons Bank and the dividends accrued thereon since 1879 standing in the name of A. M. in trust for E.A.M. *et al.* E.A.M. intervened and claimed that the shares were her property and that the seizure should be set aside. The respondent contested the intervention, contending that the shares had been purchased with the monies of A.M., and so placed in trust to prevent his creditors having any remedy against these shares, and moreover pleaded *res judicata*, the Privy Council having already decided that the dividends of a certain number of the shares seized and standing in the same account in trust were not the property of E.A.M. *et al.*

The evidence at the trial established that E.A.M. was the wife duly separated as to property of A.M., that she had means of her own, and that the shares in question had been originally purchased by A.M. as her duly authorised agent. There was no evidence to prove that the shares had been purchased with A.M's monies. The decision of the Privy Council was that E.A.M. had no right to claim the interest of 33 shares under the will of the late Hon. W. Molson, nor to rank as a creditor on her husband's estate on the ground of insolvency.

Held, reversing the judgment of the Court of Queen's Bench, that the shares seized being held by the Bank in trust for E.A.M. *et al.*, the onus of proof was on the respondent to show that the shares had been purchased

with A.M's monies when insolvent. *Sweeny* v. *Bank of Montreal*, 12 App. Cas. 617, followed.

2. That as the appellant in the case which was decided by the Privy Council had only claimed the dividends of other shares as forming part of an estate in which she was interested as substitute, and that she now claims the corpus and dividends of these 115 shares as her own property, the plea of *res judicata* was not available to the respondent. Art. 1241 C.C.

Appeal allowed with costs.

Laflamme, Q.C., and *Robertson, Q.C.*, for appellants.

H. Abbott, Q.C., for respondent.

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*SUPERIOR COURT, MONTREAL.**

Expropriation under Railway Act (R. S. C., cap. 109)—Requirements of arbitrators' award—Inadequate compensation amounting to fraud—Objections to arbitrators.

Held:—1. The Railway Act (cap. 109, R. S. C.) only requires that the award in expropriation proceedings should state clearly the sum awarded and the property for which such sum is to be the compensation; it does not require that the award should mention the person to whom the award is to be paid, nor what amount is to be paid for land, and what amount for buildings to be taken, nor what amount has been deducted for increased value to be given to the remnant of the property.

2. The Act in question does not require that the award should show on its face that a day had been fixed on or before which the award had to be made, or that it was made within the time so fixed; it is sufficient that it should be proved that as a matter of fact such time was fixed and that the award was made within the delay.

3. When the arbitrators in the record of their proceedings make a minute of the sum to be awarded as compensation, and agree that the award shall be in notarial form, and such award is afterwards drawn by a notary and signed by all three arbitrators, and duly served on the parties, such notarial award is the true award and is valid.

4. The party expropriated cannot object to the arbitrator named by the company on the ground of his relationship to the surveyor whose certificate accompanies the offer made by the company, nor on the ground of alleged inexperience, especially when these facts were known to the proprietors before the appointment of the third arbitrator.

5. The fact that the third arbitrator in the expropriation proceedings has, since the award, represented the company in other similar proceedings, forms no legal ground of objection to such third arbitrator.

6. When all the requirements of the law have been observed, the award made by the arbitrators, or any two of them, is final and conclusive; and the compensation awarded is entirely within the discretion of the arbitrators in the absence of fraud on their part, and is not in such case subject to review by the courts.

7. Inadequacy in the sum awarded may be such as in itself to constitute proof of fraud on the part of the arbitrators, and in such a case the Court may annul and set aside such award by reason of such fraud; but to justify such action by the Court, the sum awarded must be so grossly and scandalously inadequate as to shock one's sense of justice—which was not the case in this instance, the arbitrators having acted in good faith and with proper discrimination.

8. The principle to be followed by arbitrators in making such an award is that the proprietor shall be left in the same position, financially, as he was before his property was expropriated, without allowing any *prix d'affection*; and *therefore*, when, as in this case, the evidence of the proprietors' witnesses proves that the value of the remnant of the property, added to the sum awarded as compensation, is greater than the price for which the proprietors were willing to sell the whole property before the expropriation, the award must be held to be reasonable and adequate. *Benning et al.* v. *Atlantic & North West Ry. Co.*, Wurtele, J., June 22, 1889.

Farm crossings—Railway cutting—Damages—Prescription—Deed of discharge—Rev. Stat. Can., cap. 109, secs. 27 and 54.

* To appear in Montreal Law Reports, 5 S. C.

The defendants, a railway company subject to the provisions of the Dominion Railway Act (R. S. C., cap. 109), purchased a strip of land running through the centre of a farm leased by the proprietor to the plaintiffs. The plaintiffs were indemnified for the loss of this strip during the unexpired term of their lease, and on receiving this indemnity released the company "of all claims and demands whatsoever that they might have "against the said company for the loss of "occupation of the premises in question, and "generally of all rights and privileges resulting in their favour from the said lease, "with respect to the portion of said farm "required by said company for their railway." The company shortly after proceeded to construct the railroad, and in so doing made a deep cutting along the strip so acquired, preventing access from one part of the farm to the other. No bridge or crossing was made to connect the severed portions of the farm for nearly two years during which the construction of the road went on.

Held:—1. That the railway company were bound to furnish the lessees with proper bridges or crossings even during the progress of the work, and that in default of so doing they would be liable in damages.

2. That the defendants were not absolved from this obligation by the terms of the deed of release above cited, as these only covered indemnity for the loss of the strip taken by the railway.

3. That as the damages in this case were continuous, and as the action had been commenced within six months from the cessation thereof, the claim was not prescribed under section 27 of the Railway Act.

4. That such damages were not limited to the period of six months next preceding the institution of the action.

5. That as the plaintiffs had not been totally deprived of access to the severed portion of their farm, but could communicate therewith by using their neighbours' bridges and crossings, moderate damages would be allowed, representing the loss of time and extra labour and expense incurred by such difficulty of access. *Smith* v. *Atlantic & North West Ry. Co.*, Jetté, J., June 22, 1889.

Séparation de corps—Adultères — Détails de noms et de circonstances

Jugé:—Que dans une action en séparation de corps pour cause d'adultères, la défenderesse accusée de ce *délit* peut obtenir, par motion, que le demandeur lui fasse connaître les endroits, les circonstances des adultères, et les noms de ceux qui les auraient commis avec elle. *Lapierre* v. *Granger*, Mathieu, J., 4 juin 1889.

EXCHEQUER COURT.

Sittings of the Exchequer Court of Canada are to be held in the following places, at the times mentioned:—At the Court House, in the City of Ottawa, on the 5th of November, 1889, at eleven a.m.; at the Court House, in the City of Halifax, on the 18th of November, 1889, at eleven a.m.; at the Court House, in the City of Quebec, on the 10th December, 1889, at eleven a.m. At these sittings "any action ripe for trial may be set down for trial by either party thereto upon giving the opposite party ten days' notice of trial or by consent of parties, and without taking out any summons, or obtaining any directions under the 116th rule of the rules and orders of the Exchequer Court of Canada of March 4, 1876.

A POOR LAWYER.

The central facts of this incident are true; it actually happened.

In the year 1867, a young lawyer sat alone in his office till nearly six, and as he waited, he mused on the terrible uncertainty of his income, and the reality of his expenses; for he was married, with a sickly wife and a child to support in a large city, with a meagre acquaintance and less practice. His grocer had been put off on the Saturday before; his rent was long overdue; the hired girl was about leaving for lack of wages, and the times looked so hard that he actually half decided to abandon law practice for anything to earn a living for his family.

The dim light in the office lamp was just being turned out when the door opened, and in came a little odd-looking man, in a dilapidated and seedy condition, appearing more like a tramp than a client, and said,—

"Are you a lawyer?"

"Yes. Why?"

"Well, I am in trouble."

"What about?" said the lawyer.

"They drove me out of town, and rode me on a rail, covered me all over with tar and feathers, and broke up my store at the '*Soo*,' and I come down to see what I could do about it; they're all well off, and I was not guilty."

The story sounded fishy; the location was five hundred miles away; the man was a Canadian. The lawyer doubted whether any good would come of it, but said,—

"Why did'nt you get a lawyer up there? Such a case is worth five hundred dollars."

"Lawyers up there all take sides against me," said the client; and down into his inside pocket he went, drew out and counted out five hundred dollars, which the lawyer took in amazement.

Then the little man looked like a prince. He was taller; he was important. Money made him stronger, braver.

"We'll *capias* every mother's son of them," said the lawyer, defiantly.

He took the money home, threw it in his wife's lap, kissed her, kissed his child, paced the floor in joy and delight. It was a godsend; it was a fortune to a poor lawyer.

Monday morning he swore out a *capias*, with twenty thousand dollars' bail, in the United States Court, gave it to the marshal, and waited. The time was long,—so long that he was about to complain to the Court of the marshal's lack of diligence,—when, on another Saturday night three weeks later, in walked the marshal with the rich defendants. They had come a long way to settle, to compromise, to ask the little man's forgiveness.

Now the lawyer grew haughty, then indignant; then proposed ten thousand dollars; then accepted six thousand and costs, with two hundred dollars extra to the marshal; then called his client, and received a snug two thousand dollars' fee; then furnished his home, and started business in earnest, with the spirit of the Indian, who believes that the spirits of all enemies captured in battle enter into the soul of the victor to make him a bigger Indian!—*J. W. Donovan*, in *The Green Bag*.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Sept. 28.

Judicial Abandonments.

Duncan Campbell & Son, Montreal, Sept. 18.

Charles Fortier, grocer, Montreal, Sept. 17.

Sarah E. Laverty, grocer, Montreal, Sept. 20.

William O'Hara, gardener, Montreal. Sept. 24.

Alexis Potvin, contractor, St. Césaire, Sept. 23.

Curators Appointed.

Re Mary Callan Maxwell, Three Rivers.—Bilodeau & Renaud, Montreal, joint curator, Sept. 24.

Re L. E. Gélinas.—J. E. Girouard, Drummondville, curator, Sept. 17

Re Charles Fortier, grocer, Montreal.—G. Deserres, Montreal, curator, Sept. 25.

Re Pouliot & Falardeau.—N. Matte, Quebec, curator, Sept. 26.

Re J. C. Rousseau, Three Rivers.—Kent & Turcotte, Montreal, joint curator, Sept. 24.

Dividends.

Re Magloire Bonhomme, Ste. Etienne.—First dividend, payable October 16, Kent & Turcotte, Montreal, joint curator.

Re Joseph D'Anjou, St. Fabien.—First and final dividend, payable Oct. 14, H. A. Bedard, Quebec, curator.

Re A. R. Hudon, Lake Weedon.—First and final dividend, payable Oct. 14, H. A. Bedard, Quebec, curator.

Re Eusèbe Huot.—First and final dividend, payable Oct. 10, C. Desmarteau, Montreal, curator.

Re Wm. McCrudden, jr.—First and final dividend, payable Oct. 15, A. W. Stevenson, Montreal, curator.

Re S. J. McDonald.—First and final dividend, payable Oct. 18, C. Millier and J. J. Griffith, Sherbrooke, joint curator.

Re Maxime Nadeau.—Dividend, payable Oct. 15, C. F. Bouchard, Fraserville, curator.

Re Noé Henri Paradis.—First and final dividend, payable Oct. 12, C. Desmarteau, Montreal, curator.

Re Soucy & Duperré, saddlers.—First dividend, payable Oct. 14, H. A. Bedard, Quebec, curator.

Notarial Minutes Transferred.

Minutes of late Antoine Joseph Lacourcière, N.P., St. Stanislas de la rivière des Envies, transferred to T. Lacourcière, N.P., of the same place, Sept. 26.

Quebec Official Gazette, Oct. 5.

Judicial Abandonments.

Henry F. Bédard, trader, Hull, Sept. 27.

Morency & Co., hardware merchants, Quebec, Sept. 30.

Alexis Paquet, trader, St. Ulrich de la Rivière Blanche, Sept. 27.

Curators Appointed.

Re Joseph Fiset, St. Thomas de Montmagny.—Kent & Turcotte, Montreal, joint curator, Sept. 27.

Re Sarah E. Laverty.—C. Desmarteau, Montreal, curator, Sept. 27.

Re Wm. O'Hara, gardener, Montreal.—S. C. Fatt, Montreal, curator, Oct. 2.

Re Napoléon Paré.—C. Lafleur, Montreal, curator, Sept. 23.

Dividends.

Re Joseph Adams.—First dividend, payable Nov. 12, S. Boyd, Athelston, curator.

Re Collette, Decary & Co.—First dividend, payable Oct. 23, C. Desmarteau, Montreal, curator.

Re Isaïe Frechette, St. Hyacinthe, doing business in name of James Aird & Co.—First dividend, payable Oct. 22, J. Morin, St. Hyacinthe, curator.

Re Peter Gannon.—Second and final dividend, payable Oct. 22, C. Desmarteau, Montreal, curator.

Re Calixte Lavoie.—First and final dividend, payable Oct. 22, A. J. Dubuc, Drummondville, curator.

Re Délia Ménard dit Bonenfant (N. Leroux & Cie).—First and final dividend, payable Oct. 19, C. Desmarteau, Montreal, curator.

Re Avila Palin.—First and final dividend, payable Oct. 15, P. R. Merizzi, Napierville, curator.

Re Napoléon Proulx, Roxton Falls (an absentee).—First and final dividend, payable Oct. 22, C. Desmarteau, Montreal, curator.

Re L. F. Roy, St. Félicien.—First and final dividend, payable Oct. 21, H. A. Bedard, Quebec, curator.

Re "Shoe Co-operative Co."—First dividend, payable Oct. 24, C. Desmarteau, Montreal, curator.

Separation as to Property.

Laura Durand vs. Olivier Poitras, miller, l'Epiphanie, Oct. 1.

Diana Gauthier dite Landreville vs. Arthur Pagé, carpenter, Joliette, Oct. 1.

Caroline Rouleau vs. Maxime Nadeau, trader, Fraserville, Sept. 30.

Quebec Official Gazette, October 12.

Judicial Abandonments.

Thomas Barry, grocer, Quebec, Oct. 9.

Edouard Caron, trader, parish of St. Antoine de la Rivière du Loup, Oct. 8.

Caron & Leclerc, traders, parish of Rivière du Loup, county of Maskinongé, Oct. 8.

Emilien Charron, Ste. Dorothée, district of Montreal, Sept. 30.

Thomas Connolly, trader, Montreal, Oct. 9.

Olivier Demers, tinsmith, parish of St. Simon, district of St. Hyacinthe, Oct. 4.

Albert Thomas Lane, Montreal, Oct. 2.

Charles Edmund Wilson, Salaberry de Valleyfield, Oct. 3.

Curators appointed.

Re Henry F. Bedard, Hull.—J. McD. Hains, Montreal, curator, Oct. 7.

Re Duncan Campbell & Son, importers of tailors' trimmings, Montreal.—A. F. Riddell, Montreal, curator, Oct. 4.

Re Alexis Paquet, St. Ulric de la Rivière-Blanche, H. A. Bédard, Quebec, curator, Oct. 8.

Re Perusse & Chrétien, St. Jean Deschaillons.—H. A. Bédard, Quebec, curator, Oct. 5.

Re Alexis Potvin, contractor, St. Césaire.—G. A. Gigault, St. Césaire, curator, Oct. 8.

Re J. N. Renaud, St. Janvier.—Kent & Turcotte, Montreal, joint curator, Oct. 8.

Dividends.

Re F. X. T. Hamelin, N. D. Portneuf.—First dividend, papable Oct. 29, A. O. Mayrand, Deschambault, curator.

Re H. Potvin, Ste. Louise.—First and final dividend, payable Oct. 28, H. A. Bedard, Quebec, curator.

Separation as to Property.

Nathalie Lalonde vs. Joseph Lamarche, contractor, Montreal, Aug. 28.

APPOINTMENT.

Ludovic Brunet, advocate, to be Clerk of the Peace and of the Sessions of the Peace, for the district of Quebec, in the place of Denis Murray.

Quebec Official Gazette, Oct. 19.

Judicial Abandonments.

Hormidas Bachand, trader, parish of St. Liboire, Oct. 12.

Joseph Caron, trader, Montreal, Oct. 10.

Frank A. Desroches, merchant tailor, St. Jérôme, Oct. 12.

Dame Pauline Dreyfus, trader, doing business in the name of "Z. Auerbach & Co.," Montreal, Oct. 14.

Alfred Laurin, hotel-keeper, Longue Pointe, Oct. 5.

Loughran & Adams, grocers, Montreal, Oct. 16.

Nephtali A. Parent, trader, Danville, Oct. 11.

Ambroise Rufiange, contractor, Valleyfield, Oct. 15.

Curators appointed.

Re Norbert Lemaitre Duhaime, butter manufacturer, St. Thomas de Montmagny.—H. Hebert, N.P., Montmagny, curator, Sept. 30.

Re Albert Thomas Lane, Montreal.—J. G. Ross, Montreal, curator, Oct. 9.

Re Alfred Laurin.—C. Desmarteau, Montreal, curator, Oct. 14.

Re Elie Migneron, l'Ange Gardien.—Kent & Turcotte, Montreal, joint curator, Oct. 15.

Re P. Morency & Co., hardware merchants, Quebec.—H. A. Bédard, Quebec, curator, Oct. 17.

Re J. Bte Paré.—J. L. Coutlée, Montreal, curator, Oct. 14.

Re C. E. Wilson, Valleyfield.—Kent & Turcotte, Montreal, joint curator, Oct. 11.

Dividends.

Re Damase Bélanger —First and final dividend, payable Oct. 30, G. S. Vien, Village Lauzon, curator.

Re J. A. Demers, dry goods dealer, Lévis.—First and final dividend, payable Nov. 5, H. A. Bédard, Quebec, curator.

Re Philibert Gagné, township of North Ham.—First and final dividend, payable Nov. 6, C. Dosmarteau, Montreal, curator.

Re Wright Torrop & Co.—First and final dividend, payable Nov. 4, L. Moisan, St. George, Beauce, curator.

Separation as to Property.

Mary Henderson vs. William O'Hara, trader, Montreal, Oct. 14.

Alphonsine Moreau vs. Jean Bte. *alias* Baptiste Legault, trader, village of Pointe à Gatineau, Oct. 12.

Quebec Official Gazette, Oct. 26.

Judicial Abandonments.

Ovide Bouchard, dry goods merchant, Quebec, Oct. 19.

Félix Arthur Chagnon, grocer, Montreal, Oct. 17.
Jos. E. Hallé, flour dealer, Quebec, Oct. 21.
J. Bte. A. Lambert, tobacconist, Quebec, Oct. 25.
James F. Stuart, trader, Montreal, Oct. 17.

Curators appointed.

Re Thomas Barry, grocer, Quebec.—H. A. Bédard, Quebec, curator, Oct. 24.

Re Andrew Cassils, Montreal, trading under the name of Boucher & Co.—A. M. Cassils, Montreal, curator, Oct. 15.

Re Joseph Caron, Montreal.—T. Gauthier, Montreal, curator, Oct. 17.

Re Thos. Connolly, Montreal.—C. Desmarteau, Montreal, curator, Oct. 22.

Re Olivier Demers, tinsmith.—J. O. Dion, St. Hyacinthe, curator, Oct. 18.

Re Fortin & Morency.—A. Lemieux, Levis, curator, Oct. 11.

Re Jarret Frère —Kent & Turcotte, Montreal, joint curator, Oct. 23.

Re L. Marquette.—A. Lemieux, Lévis, curator, Oct. 11

Re Francois Perron, shoemaker, parish of Verchères.—F. C. Larose, Verchères, curator, Oct. 18.

Dividends.

Re A. F. Caron & Co., Quebec —First and final dividend, payable Nov. 3, D. Arcand, Quebec, curator.

Re La Compagnie de Chaussures de Fraserville.—First dividend, payable Oct. 29, Z. Gourdeau and W. Gauvin, Quebec, joint liquidator.

Re H. Gagnon & Co., dry goods merchants, Quebec, second dividend, payable Nov. 11, H. A. Bédard, Quebec, curator.

Re Philippe Richard, St. Pierre —Dividend, payable Nov. 11, Kent & Turcotte, Montreal, joint curator.

Re Amable Rufiange.—First and final dividend, payable Nov. 13, C. Desmarteau, Montreal, curator.

Separation as to Property.

Regina Chaput vs. Amanda Vadnais, trader, Iberville, Oct. 16.

Marguerite Daigle vs. Joseph Dégré, Granby, Oct. 22.

Notarial minutes transferred.

Minutes of late Geo. David, N.P., Nicolet, transferred to H. R. Dufresne, N.P.. Nicolet.

Minutes of late Ovide Leclair, N.P., Montreal, transferred to J. A. Chauret, N.P., Ste. Geneviève.

Appointments

J. G. Colmer, C.M.G., London, Eng., to be commissioner to receive depositions under oath to be used in the courts of the province of Quebec.

Proclamation.

Thursday, Nov. 7, proclaimed as a day of public thanksgiving.

GENERAL NOTES.

Illicit Trading Avoiding a Policy.—The policy provided that it should be void in case the situation or circumstances affecting the risk should be so altered as to increase the risk without the company's consent:—Held, that an illegal use of the premises for selling liquor, which continued for fifteen months without the knowledge or consent of the company, did not merely work a temporary suspension, but avoided the policy (*Kyte* v. *The Commercial Union Assurance Company*, Supreme Judicial Court of Massachusetts, May 9, 1889, 18 Insurance L. J. 558).

Court of Review in Criminal Cases.—Mr. Matthews appears to have called in the Lord Chancellor and Mr. Justice Stephen to form a sort of irregular tribunal for the purpose of assisting him in the exercise of the prerogative of the Crown in the Maybrick case. In 1878 Sir James Stephen suggested a Court of Review, consisting of the Home Secretary, the judge who tried the case, and an independent judge, which should consider the whole case, with power to call for any fresh evidence, to summon any witness, and, if they pleased, to summon the convict, so that they might form a fresh judgment based on the trial. That suggestion seems to have been followed as closely as was possible in the absence of an Act of Parliament. It was further suggested by Sir James Stephen that the witnesses should be examined on oath and in public, and a formal judgment passed. It is not every Lord Chancellor who, like Lord Halsbury, could represent Sir James Stephen's 'independent judge,' and it was not inappropriate that the Keeper of the Queen's Conscience should have a voice in the exercise of the prerogative of mercy.—*Law Journal* (London).

The Case of General Boulanger.—On August 13, the High Court of Justice at Paris met at one o'clock. There was a very long discussion, at the close of which M. Bérenger moved the first resolution, the effect of which was to recognise the general competency of the Court to deal with plots, with offences against the State (*attentats* and *complots*) and with facts connected with these two crimes. This resolution was adopted by 201 votes against seven, there being two abstentions. The Court then proceeded to vote on the various other questions submitted to it. The second resolution was that General Boulanger should be considered guilty of *attentats* and *complots*. It was carried by 206 votes, with six abstentions. By the third resolution MM. Dillon and Rochefort are declared guilty of complicity. On the High Court of Justice meeting on August 14 the president put to the vote the question whether the presence of General Boulanger in Paris on the night of December 2, could be charged against him. The Court replied negatively, by 100 votes against ninety-six. With regard to the attempt against the State on July 9 and 11, MM. Dillon and Rochefort were declared guilty. M. Dillon was found guilty by 124 against nine votes, and M. Rochefort by 183 against eighteen. The Court then considered the charge against General Boulanger alone of the embezzlement of 242,000 francs. The Court declared General Boulanger guilty of the crime of embezzlement by 195 votes against five, there being ten abstentions. The suggestion of extenuating circumstances having been rejected, the president said that in case of default the custom was to inflict the highest penalty, deportation to a fortified place.

So Long that the Memory of Man Runneth not to the Contrary.—Mr. Clair James Grece, LL.D., solicitor, of Redhill, Surrey, asks to be permitted to point out what might possibly be overlooked, that on September 3 was accomplished the seventh century of what is still known to lawyers as the term of legal memory. This, as is well known, dates from the commencement of the reign of Richard I.; but, as reigns were then deemed to begin, not at the demise of the last sovereign, but with the coronation of his successor, September 3, 1189, or 700 years ago on September 3 last, when the Crown was placed on the brow of the Lion-Hearted Monarch at Westminster, marks the exact epoch from which legal memory is computed.—*Law Journal*, (London.)