The Legal News.

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SUPERIOR COURT—DISTRICT OF ST. FRANCIS.

SHERBROOKE, Sept. 30, 1891.

Before BROOKS, J.

HON. J. G. ROBERTSON v. HON. GEO. IRVINE, and QUEBEC CENTRAL RAILWAY CO., intervenants, and PLAINTIFF, contesting intervention.

Quebec Central Railway Company—Contract—Construction of.

[Concluded from page 360.]

Is this position tenable? So far as current or running expenses were concerned, they had to be paid to keep the road in operation, and this may apply to interest on the account for cars and locomotives. I think these may be called fairly running expenses, and undoubtedly the intervenants knew that they were being liquidated as the road was operated, but the Court cannot see that the same rule should apply to capital sums. The Court cannot say that plaintiff in his individual capacity under the agreement by which he agreed to pay those capital sums the two first items in schedule, the largest portion of which were due at the date of the agreement, could subsequently pay them out of *earnings* and claim the benefit of the payment to himself individually, for that is his pretention.

But, says plaintiff, this was agreed to, and ratified by Mr. Hall, manager of the company, when the final settlement was made with Mr. Ross of these sums. If this was contrary to agreement had Mr. Hall the power to consent to this so as to bind the company, or could the representatives of the company itself, in the face of the Act which authorized them to issue these prior lien bonds for certain specific purposes, amongst others for the payment of floating liabilities and expenditures incurred as sanctioned by the present committee of bondholders, permit or allow them to be diverted from that purpose, or used for any other purpose? When the Act came into force these debts were due; they were authorized to pay them with bonds, but they were not authorized to hand the bonds over to any third persons, or any portions of them, when the debts they were authorized to pay with them had already been paid by their own monies arising from the earnings of the road.

A great deal of evidence has been gone into with regard to the items of part two of schedule, intervenants claiming that they are excessive, duplicated, and some of them did not exist. For the purposes of the present contestation, I do not think it necessary to go over them, although I have a most carefully prepared statement of them all. I find many of them settled at a small percentage. This plaintiff was entitled to do, and intervenants cannot complain of this. It would appear that several of them were made to do double duty. The vouchers for the payments are very informal, some entirely defective. Of many of them plaintiff does not furnish any legal or authentic evidence of their having been settled, but their manager Mr. Hall undertook to scrutinize many of them and reported them as being satisfactory, and to a certain extent this was binding on intervenants, and the defendant received Mr. Hall's statement as his authority. This would, I think, be sufficient to exonerate defendant as trustee, but would not, in case of an erroneous interpretation of the contract, be binding on intervenants.

A careful examination shows that of the items in schedule, parts 1 and 2, assuming vouchers to be authentic, plaintiff has paid and settled on the amounts therein mentioned very much less than the sums mentioned in the schedule.

It appears in the statutory declaration that $3,273.51 of the items in part two of schedule were paid out of earnings of the road, but it came out in evidence that this should be $5,861.55, being a difference of $2,588.04, which would cause a difference in the amount of bonds due plaintiff; in round numbers sufficient to reduce those to which he might be entitled to 39 instead of 46.

The plaintiff says that this part of the contract which authorises the retention of these bonds shows that plaintiff was entitled to all the others. He was, in proportion to amount

paid to the total amount, but he has received more than that proportion if you take that part of the contract literally, for the third item of part 1st is admitted not to have been paid or settled by him, but by intervenants. But, says plaintiff, the third clause covers everything. But the contract is, I will settle and discharge such and such claims, no matter to intervenants whether at par or at discount, and upon my doing so, and procuring and delivering to defendant complete discharges from said several debts due or claimed, I shall obtain the bonds, or such proportion as I should settle. Does this mean that if intervenant in the meantime settles and pays these debts, and particularly those which were outstanding at the date of the agreement, that the obtaining a discharge would be equivalent to plaintiff's paying them, and entitle him to his proportion of the bonds?

But, says plaintiff, assuming that plaintiff was not entitled to have bonds for amount paid by the intervenants out of earnings: Can intervenants have a judgment for these bonds? He claims it only entitles them to an action to account or for such specific sums as they may establish plaintiff has used. The position to my mind is this: Intervenants cannot obtain a recission of contract, but they have a direct interest in plaintiff's not obtaining a judgment against the defendant, trustee or depositary of the bonds, evidence of their indebtedness for a delivery of these bonds. They have a right to intervene as being interested in the event of this suit in order to maintain their rights.

It is established here that out of the earnings of the road, without going into other questions, a sum of $22,397.06 has been paid by them on the indebtedness which plaintiff agreed to pay in consideration of their bonds being delivered to him after payment; this is more than the value of the 46 bonds at par, which is $486—$22,356, and under the views expressed of the construction of the contract, plaintiff is not entitled to the bonds, irrespective of the seven bonds to cover the difference in amount paid on part two of schedule out of earnings: They have a right to ask the dismissal of action against defendant, and with this view of the case the intervention is maintained to that extent. Plaintiff may yet complete his contract, and may yet show that he is entitled to these bonds.

It is to be observed that plaintiff, personally, seems to have had little to do with these transactions. This is shown by his own evidence. They were carried on in his name by third parties.

Judgment maintaining intervention in so far that plaintiff's action is dismissed with costs of intervention.

The judgment reads as follows:—

"The Court having heard the parties, plaintiff Joseph G. Robertson and the intervenants The Quebec Central Railway Company, upon the merits of the intervention in this cause, by their respective counsel, the defendant having failed to plead to the action, but having deposited in Court, the forty-six bonds in dispute herein, having examined the proceedings, pleadings and evidence, and deliberated;

"Considering that by Act of the Legislature of the Province of Quebec passed in the 49th and 50th year of Her Majesty's Reign, Cap. 82, intituled 'An Act to amend the Charter of the Quebec Central Railway Company,' intervenants, upon their representation that it was necessary to raise additional capital, amongst other things for the payment of floating liabilities and expenditure incurred or sanctioned by the Committee of the bondholders of said Company, the Provisional Directors of said Company therein named were authorized to issue, upon the coming into force of said Act, three thousand Prior Lien Bonds of one hundred pounds sterling each, re-payable at the expiration of twenty years, to be a first mortgage upon the whole undertaking, land, equipments, tolls and revenues of the Company, save and except existing liens and rights upon the rolling stock and equipments owned by and in use upon said railway, which Act was assented to on the 21st June, 1886, but was only to come into force upon the proclamation of the Lieutenant-Governor of the Province, made in November, 1887;

"And considering that in and by said Act certain persons, to wit: plaintiff, Messrs. Richard Dalby Morkill and Robert Newton

Hall, of Canada, and Frederick Henry Norman, Samuel Gurney Sheppard, Joseph Price, Alexander Bremner, Edward Dent and Horatio Brandon, were named Provisional Directors to administer the affairs of said Company, and that afterwards to wit on the 2nd April, 1887, a contract or agreement declared upon by plaintiff and executed by and between said Provisional Directors and plaintiff, it was amongst other things covenanted, agreed and declared, that whereas certain debts set forth in the first and second parts of the first schedule thereunder written were due or claimed from the Company, and whereas the said plaintiff, who was chairman of the Company, had agreed to settle and discharge all the said debts for the sum of $250,000 to be provided for in the manner thereinafter mentioned, 1st. That they, to wit, the parties of the first part representing the Company, will with all possible despatch, after the coming into force of the Act, cause the Prior Lien Bonds designated in said Act to be executed in the form of the second schedule hereunder written and deliver 588 thereof to the Honorable George Irvine, Judge of the Court of Vice Admiralty, residing in the City and Province of Quebec, to be held by him under the conditions hereinafter expressed. 2nd. Until the expiry of the term of six months from the coming into force of said Act, the said Honorable George Irvine shall hold said 588 prior lien bonds intact; immediately upon the expiry of said six months, the said Honorable George Irvine shall deliver 103 bonds, part of said 588 bonds, to the Honorable Joseph Gibb Robertson in satisfaction of $50,000, part of said $250,000, and upon the conditions hereinafter stated, provided always that at any time within said period of six months, the Company or the parties hereto of the first part, shall have the right to redeem the said 103 bonds upon payment of $50,000 with interest at six per cent. from the coming into force of the said Act, until payment. Within the said period of six months, the Company, or the parties hereto of the first part, shall have the right to redeem and retire the remaining 485 of said bonds, upon depositing, in lieu thereof, in the hands of the said Honorable George Irvine, the sum of $200,000 in cash, with interest added thereto at the rate of six per cent. per annum from the date of the coming into force of said Act, until the date of said cash deposit. Upon payment or deposit of said cash or upon expiry of said term of six months, without the substitution of cash for, or redemption of, said bonds being effected, the said cash or the said bonds, as the case may be, shall be administered by the Honorable George Irvine as follows:—Upon the said Honorable Joseph Gibb Robertson delivering to said Honorable George Irvine a Statutory Declaration made by himself, by James Robertson Woodward, one of the firm of Bowen & Woodward, and by the present auditor of said Quebec Central Railway Company, to the effect that the liabilities mentioned in a list to be annexed thereto and corresponding with the list contained in the said first schedule hereto comprise all the debts due and claimed from said Company (other than liabilities for working expenses of the Railway incurred within six months before the coming into operation of the Act), and all liabilities of the contractors which arose from or were connected with their contracts for the construction and equipment of said railway, and stating whether any, and, if any, what part of the receipts of the company have been used for the liquidation of any principal or interest in respect of said debts enumerated in the second part of said first schedule, then said Honorable George Irvine may pay over and deliver to said Honorable Joseph Gibb Robertson, the said cash or bonds, as the case may be, upon said Honorable Joseph Gibb Robertson procuring and delivering up to said Honorable George Irvine complete discharges from the said several debts due or claimed as mentioned in said schedule, or an amount of said cash or bonds, from time to time in the proportion which the discharges produced shall bear to the total liabilities mentioned in said schedule. Provided however, that said Honorable George Irvine shall retain and pay to the Company in cash or in bonds, a sum equal to so much of the receipts of the Company as shall appear from said declaration to have been used in liquidation of any principal or interest in respect of any of the debts enumerated in the second part of said first schedule. 3rd. In consideration of

the premises, the said Honorable Joseph Gibb Robertson hereby indemnifies the Company against all liabilities and claims upon the Company other than (*a*) The bonded debt of the Company, (*b*) The liability of the Company for the satisfaction of which article 4 provides, and (*c*) Liabilities for working expenses of the Railway incurred within six months before the coming into operation of the Act;

"And further considering that said Company, represented by said provisional directors, did afterwards issue in pursuance of said agreement and deposit in defendant's hands to be disposed of under said contract, 588 Prior Lien Bonds of the par value of £100 each, and that the same have by defendant—save and except 54 of said bonds—been delivered to plaintiff or to third persons upon his order and request, the said defendant retaining eight of said bonds for intervenants under the provisions of section two of said contract as representing monies admitted to have been paid out of the earnings of the said railway on the debts or claims enumerated in the second part of said schedule, and the balance remaining of 46 bonds being now claimed by plaintiff, who alleges that he has fulfilled all the obligations devolving upon him in virtue of said contract;

"And considering further that intervenants have by their intervention represented that they, at the time of the execution of said agreement, were unaware of the position of the Company's affairs and were induced to enter into the same by misrepresentation and concealment on the part of plaintiff, and further that at that time said sums mentioned in said schedule which plaintiff undertook to settle and cause to be discharged, had been largely settled and paid out of the funds and revenues of said Company, and that after the same was made large sums of money were with the knowledge and consent of plaintiff, but unknown to them, taken from the funds of the Company and used in the payment and settlement of said debts, and that plaintiff had not fulfilled his contract so as to entitle him to the conclusions of his demand against defendant, nor furnished the proper declarations, and asks that said agreement be set aside, that it be declared that plaintiff hath not carried out the stipulations of said agreement, that plaintiff's action be dismissed, and defendant ordered to deliver over to them the said forty-six bonds claimed by plaintiff;

"And considering that plaintiff claims that he has fulfilled all the conditions of his contract of date the 2nd April, 1887, and claims that he was entitled to the benefit of payments made out of the earnings of the Railway pending negotiations, and which he alleges were made with the knowledge and consent of intervenants, and which were ratified and sanctioned by them;

"And considering further that it appears from the evidence in this cause that on the first two items mentioned in the first part of the schedule, to wit, $50,000 Ontario Car Company estimated, which was by arrangement and transfer assigned to James Ross for $40,000 and settled at that sum, and Messrs. Ross & Company Locomotive Account $22,677, which sums plaintiff agreed to settle and cause to be discharged, there was paid out of the monies of intervenants irrespective of interest thereon from the earnings of the road prior to 14th November, 1887, when plaintiff ceased to be connected with the control and management of the road, the sum of $22,377.06, composed of $4,549.25 paid out of the revenues of the Company on the $50,000 the first item of the first part of the schedule reduced to $40,000, which latter sum was paid by James Ross for the Ontario Car Company claim and $17,827.81 paid on the item number two of said first part of said schedule, and that a considerable portion of this amount was paid out of the monies of the Company subsequent to the 14th November, 1887, and the payment thereof ante-dated in the books of the Company as though paid on said 14th November. That nearly all of the first two items of said first part of the schedule was due and unpaid at the time of the agreement of April 2nd, 1887, when plaintiff agreed to settle and obtain a discharge for the same, and the earnings of the road which were applied in payment thereof irrespective of interest, to the extent of $22,377.06 were not available to the payment of debts which plaintiff had assumed in consideration of the bonds deposited with defendant, and which

were authorized by said Act of the Legislature amending intervenant's charter, and which intervenants were not authorized to pay. That the principal sums mentioned in said two first items of part one of schedule cannot and could not in any sense be held to be current working expenses of said road, and even if so, were due at the time of said agreement, and plaintiff had and has not as between him and said intervenants, under the contract of date the 2nd April, 1887, a right to benefit by any reduction made in the capital sums therein mentioned by payments made thereon out of the earnings of the said road;

"And further considering that the amounts so paid out of the earnings of the road on said first two items of schedule, irrespective of interest, more than exceed the par value of the forty-six bonds claimed by plaintiff of defendant, and that plaintiff has not fulfilled the conditions of his contract and agreement of date the 2nd April, 1887, so as to entitle him to the possession of said forty-six bonds, and that it is established that a larger sum by $2,588.14 was paid out of the earnings of the road on the amounts mentioned in part two of said schedule than appears in the statutory declaration delivered by plaintiff to defendant, which would prevent plaintiff from receiving bonds of the value thereof from defendant, and that plaintiff has not established his right to the forty-six bonds claimed by him in his action against defendant under the contract declared upon by him;

"And considering that intervenants have proved their right to intervene to protect their interests in connection with said bonds, and that it appears that plaintiff is not entitled to ask the delivery thereof from defendant in which they, intervenants, are interested, but that intervenants have not established the nullity of the contract of date 2nd April, 1887, and further that they are not entitled to that part of the conclusions of their intervention which asks for a judgment of the Court ordering the delivery of the bonds to them;

"Doth grant the prayer of the intervention in this cause in so far, and in so far only as they ask to have it declared, that plaintiff has not carried out the stipulations of said agreement so as to entitle him to the delivery of said bonds from defendant, and in so far as they seek the dismissal of plaintiff's action, asking a judgment to that effect;

"And this Court doth therefore declare that plaintiff hath not carried out the obligations of his contract of date 2nd April, 1887, so as to entitle him to the possession of the forty-six bonds sought by his action against defendant, and doth dismiss plaintiff's action as against defendant, and doth maintain the intervention to this extent, with costs of intervention, distraits to intervenant's attorneys."

H. B. Brown, Q. C., for plaintiff.

Lawrence & Morris, for defendant.

Camirand, Hurd & Fraser, for intervenants.

C. Fitzpatrick and *A. H. Cook*, counsel for intervenants.

CHANCERY DIVISION.

London, April 24, 1891.

Before Kekewich, J.

Davies et al. v. Lowen. (26 L. J. N. C.)

Restraint of Trade—Divisibility of Agreement—Injunction.

The plaintiffs in this case were a firm of foreign carriers and express agents, who carried on business in London, Liverpool, and New York. The defendant on entering their service agreed that he would not within twelve calendar months after leaving them carry on or be engaged or interested, either directly or indirectly, in the cities of London, Birmingham, Liverpool, and New York, or within fifty miles thereof, 'either as principal, agent, clerk, or otherwise in any business similar to the business now or hereafter to be carried on by' the plaintiffs. The defendant having left the plaintiffs' service, obtained a situation in the service of a firm of carriers in London.

The plaintiffs brought an action and moved for an interim injunction to restrain the defendant from breaking the above mentioned agreement.

Kekewich, J., said that the questions to be considered with regard to an agreement in restraint of trade were: first, whether the limitations in respect of space and time were reasonable; secondly, whether they were

reasonably required for the protection of the parties. As Birmingham was not a place where the plaintiffs carried on business, an injunction should not be granted in respect of that town. The agreement was, moreover, unreasonable so far as it prevented employment 'in any business hereafter to be carried on by the plaintiffs;' but the remainder of the agreement being reasonable, and there being in his lordship's opinion no difficulty in severing the bad part from the good, an injunction should be granted to restrain the defendant from being engaged in the places mentioned in the agreement, except Birmingham, in any business similar to that carried on by the plaintiffs at the time the defendant's employment by them ceased.

ENGLISH *CAUSES CÉLÈBRES.*

Regina v. Lamson.*

The name of Lamson is associated with *aconitia* as closely as that of Palmer is associated with strychnine. Two scoundrels before the bankrupt Bournemouth doctor had made use of this deadly poison for criminal purposes. Dr. Pritchard in 1865 had administered it to his mother-in-law, Mrs. Taylor, in the form of tincture of aconite, and, as far back as 1841, an Irishman, M'Conkey, had used it as powdered aconite root. But the agent on which Dr. Pritchard principally relied, and which has gained him an infamous notoriety, was tartar emetic and M'Conkey was, fortunately, hanged without having become notorious at all. It was left for Dr. Lamson to introduce this new alkaloid to the medico-legal world.

In the month of December, 1881, Mr. Bedbrook, the head-master of Blenheim House, Wimbledon, had among his pupils a boy called Percy Malcolm John, who suffered from paralysis of the lower limbs produced by curvature of the spine, but enjoyed fair general health. One of this lad's sisters was married to Dr. George Henry Lamson, a surgeon at Bournemouth, who took a great interest in him and was in the habit of sending him medicines. On December 1, 1881, Lamson wrote to Percy John that he was coming to see him on the following evening.

*Browne and Stewart's 'Trials for murder by poisoning,' pp. 514-567.

He failed, however, to keep this appointment, but arrived at Blenheim House on the 3rd, with some sweets, a cake, and a box containing gelatine capsules which he told Mr Bedbrook he had brought from America for the convenience of persons that had to take nauseous medicines. He induced Mr. Bedbrook to take one of these capsules in order that he might see how easily they were swallowed. While this experiment was being made, Lamson filled another with some powdered sugar, for which he had sent on the pretext of destroying the alcohol in his wine, and turning to Percy John, who was present at the interview, said, 'You are good at taking medicines, take this.' The boy did so, and in a few minutes Lamson left, saying that he had to catch the tidal train to Paris. In about twenty minutes afterwards, the cripple lad was seized with a sudden pain which he attributed to heartburn. He was carried upstairs to bed, became gradually worse, and died in a few hours. The medical men who attended him, Dr. Berry and Dr. Little, were convinced that the symptoms were attributable to the action of some irritant poison. The *post-mortem* appearances confirmed this view, and the chemical analysis indirectly revealed the presence of aconitia.

On December 8, Lamson unexpectedly returned from Paris, presented himself at Scotland Yard to inquire, as he said, into what was being done about the alleged murder of his brother-in-law, and was promptly taken into custody. He was duly tried at the Central Criminal Court in March, 1882, before Mr. Justice Hawkins and a jury. Sir Farrer Herschell (then Solicitor-General), Mr. Poland and Mr. (now Mr. Justice) A. L. Smith conducted the prosecution. Mr. Montagu Williams was leading counsel for the defence. After a careful trial, Dr. Lamson was found guilty, was sentenced to death, and, after two reprieves, granted by the Home Secretary (Sir William Harcourt) in order to enable his friends in America to produce evidence of his insanity, was very properly hanged.

The evidence against Lamson was overwhelming. 1. Motive was clearly proved. He was and had been for two years, in grave

pecuniary difficulties, and, under the wills of Percy John's parents and the marriage settlement of his own wife, he had an interest in the death of his brother-in-law. 2. Again, he was proved not only to have been in possesion of aconite at the time of Percy John's death, but to have purchased it so recently as November 24, 1881. 3. Aconite was shown with a fair degree of conclusiveness to have been the cause of death—(*a*) Suicide was out of the question. The murdered boy was in excellent spirits both before and immediately after*the administration of the fatal dose. (*b*) Accident—a more plausible theory—was disproved. There was some suggestion that Percy John posed in the school as 'the swell pill taker,' and that he might have been experimenting with some of the drugs in the chemistry lecture rooms. But unfortunately aconitia was not among the number of these drugs. (*c*) The hypothesis of death by disease was also disposed of. The deceased enjoyed good health, and there were no morbid appearances to account for his death. (*d*) The positive evidence of death by aconitia was strong. The symptoms spoke of aconite, the appearances indicated the presence of some irritant poison, and the chemical analysis all but identified it. Dr. Stevenson experimented with an extract from Percy John's stomach on several mice, and they died with all the symptoms and *post-mortem* results of poisoning by aconite. Similar evidence contributed to the conviction of Dove in 1855. 4. Lamson had assiduously surrounded himself with the murderer's tangled web of deceit. He told a friend that he had been at Blenheim House on the evening of December 2, and had seen his brother-in-law, who was very ill and would not live long. This statement, in so far as it consisted of assertion, was wholly false, and in so far as it consisted of prophecy was highly suspicious. Again, he informed the same friend that Mr. Bedbrook, who was the director of one of the continental lines, had advised him not to go to Paris on the night of the 2nd, as there was a bad boat on the service. Mr. Bedbrook had not seen Lamson on the 2nd, and had not, therefore, said anything of the kind. Nearly all the chief murderers of modern times—Palmer, Pritchard, Wainwright, Chantrelle, and a score of others—clinched their fate by similar falsehoods. 'Quem Deus vult perdere, prius dementat.'

The so-called 'evidence' of Lamson's insanity was both obnoxious to the criticism which *ex post facto* testimony of this description naturally arouses and contemptible in itself.—*Law Journal* (London).

* On returning to the dining-room, after seeing Lamson depart, Mr. Bedbrook found him reading the papers.

FALSE TRADE NAME ON PIANO FORTE.

At Marlborough Street, on May 23, Messrs. Anthony & Alphonse Tooth, auctioneers, of Oxenham's Salerooms, Oxford Street, appeared before Mr. Newton to an adjourned summons taken out by Henry W. Berridge, a clerk to Mr. Carl Bechstein, a pianoforte manufacturer, of Wigmore Street and Berlin, for having in their possession for sale a pianoforte to which a false trade description had been applied. The evidence previously given showed that Messrs. Tooth published a catalogue of a sale to take place on May 1, in which was an entry of a piano by 'C. H. Bachstein.' Mr. Berridge saw the piano, and found on the fall the words 'C. H. Bachstein, Hof Pianoforte Fabrik' (Court Piano Factory). As Mr. Bechstein claimed to be piano manufacturer to the German Court, he considered that the public might be led by those words to believe that the piano was made at his factory in Berlin. Messrs. Tooth, ind efence, declared that they merely had the piano sent to them to sell in the ordinary way, and that they had no desire to do injury to any firm. Moreover, it was mentioned that, directly Mr. Bechstein made complaint, Messrs. Tooth withdrew the piano from the sale. Mr. Anthony Tooth now deposed that he received the piano complained of from Mr. Walter Watson, of Euston Road. The catalogues were made up by his clerks, who could only take the descriptions from the goods as they found them. Evidence was then taken in support of another summons respecting a piano bearing the name of Schiedmayer which, it was

alleged, had not been manufactured by the firm of that name. George Culverwell, manager to Messrs. Cramer, said he had seen a piano which was entered in one of Messrs. Tooth & Tooth's catalogues. It was marked 'Schiedmayer, Berlin,' but he recognized it as an instrument made by Rosenaar, of Berlin, which Messrs. Cramer had let to a woman on the hire system. At that time the name 'Rosenaar' was on the fall. Archibald Ramsden, the English representative of Schiedmayer, of Stuttgart, said he knew of no firm of piano manufacturers of the name of Schiedmayer in Berlin. Mr. Anthony Tooth deposed that a lady brought him the piano in question to sell, saying that she had brought it from Berlin. After he had sold it Messrs. Cramer claimed the instrument as their property. He had seen the police about the woman, and had discovered that there were several warrants out for her arrest. A third summons was heard against Walter Watson, an auctioneer, of the Euston Road, for a similar offence. Mr. Leslie, solicitor, appeared for the defence. George Taylor, who had been for about six months in the employ of Mr. Watson, said that he had seen pianos arrive at the premises of Mr. Watson from Hamburg without names. They were marked with different names before being sent out. On April 29, two pianos were delivered at the premises of Messrs. Tooth. Mr. Watson said that he had been carrying on business as an auctioneer in the Euston Road for about nine months. He had dealt with a pianoforte dealer named Kreuse, of Hamburg, for three years. He received the particular piano bearing the name of 'Bachstein' in February last in the same state as it was at present. He had bought several 'Bachstein' pianos from different dealers in Germany, and had not heard of Mr. Bechstein until lately. Cross-examined—A writ had been served upon him with respect to another make of pianos. He had had Winkelmann's pianos with the name-plate separate. Emil Pohl, a porter to Mr. Watson, said that the piano in question was now in precisely the same state as when he unpacked it on its arrival from Germany. He had sometimes stuck labels on pianos that had no name on them. The labels were sent over from Hamburg with the instruments. Mr. Newton said that he thought Messrs. Tooth & Tooth had acted negligently. They would have to pay £10, with five guineas costs, and Watson must also pay the same amounts. It was stated on behalf of Messrs. Tooth that they intended to appeal.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 7.

Judicial Abandonments.

Abraham Blondeau, Black Lake, district of Arthabaska, Nov. 4.

Adolphe Dufresne, carriage-maker and farmer, parish of St. Dominique, district of St. Hyacinthe, Nov. 4.

Moïse Jolicoeur, doing business under the name of Jolicoeur & Drolet, Montreal, Nov. 3.

James Methot, trader, Grande Rivière, Nov. 3.

Pierre Peltier, manufacturer, St. Guillaume, district of Richelieu, Oct. 31.

Gilbert Chartier dit Robert, trader, parish of St. Benoit, district of Terrebonne, Nov. 2.

Curators appointed.

Re J. E. Alain & Co.—D. Arcand, Quebec, curator, Nov. 2.

Re L. R. Baker, Beauharnois.—Kent & Turcotte, Montreal, joint curator, Oct. 31.

Re Blondeau & Gravel.—N. Fortier, Quebec, curator, Oct. 28.

Re Brown & Steel, Montreal.—J. McD. Hains, Montreal, curator, Oct. 15.

Re J. B. E. Cadieux, cheese-maker, parish of St. Valérien de Milton.—D. Chaput, curator, Oct. 16.

Re Dery & Co., St. Charles.—D. Arcand, Quebec, curator, Nov. 2.

Re O'Farrell Gagné.—A. Gaumond, Quebec, curator, Nov. 2.

Re Louis Lafond, Montreal.—W. A. Caldwell, Montreal, curator, Nov. 2.

Re F. E. Lamalice *et al.*—Bilodeau & Renaud, Montreal, joint curator, Oct. 31.

Re Gustave Laporte.—C. Desmarteau, Montreal, curator, Oct. 30.

Re Edouard Morency, lumber merchant, Quebec.—J. H. Gignac, Quebec, curator, Oct. 30.

Re Palin & Langlois.—C. Desmarteau, Montreal, curator, Oct. 27.

Re Charles W. Parkin, Montreal.—Kent & Turcotte, Montreal, joint curator, Nov. 3.

Re O. B. Ranger.—Bilodeau & Renaud, Montreal, joint curator, Nov. 3.

Re F. X. Ritchot.—C. Desmarteau, Montreal, curator, Oct. 30.

Dividends.

Re Toussaint Biron, St. Grégoire.—First and final dividend, payable Nov. 23, J. A. Poirier, St. Grégoire, curator.

Re Frs. Bouchard, trader, St. Félicien.—Dividend, payable Nov. 23, N. Matte, Quebec, curator.

Separation from bed and board.

Rose Delima Carbonneau vs. Adolphe Giroux, township of Eaton, Nov. 2.

Separation as to property.

Octave Martin dit Ladouceur vs. Joseph Presseau, farmer, Outremont, Nov. 3.

Amelda Charlebois v. Napoléon Morin, grocer, Montreal, Nov. 4.