The Legal News.

Vol. XIV. MAY 16, 1891. No. 20.

Of the case of *Cox* v. *Hakes*, which, as already mentioned (13 Leg. News, 345), presented a question similar to that decided in *Mission de la Grande Ligne & Morissette*, M. L. R., 6 Q. B. 130, the *London Law Journal* says:—"The judgments of the House of Lords in *Bell-Cox* v. *Hakes*, 60 Law J. Rep. Q. B. 89, will long be cited as authorities upon the procedure in *habeas corpus* and upon the construction of sections 19 and 47 of the Judicature Act, which give an appeal from the High Court to the Court of Appeal except in criminal cases. The House held unanimously that an order made upon a writ of *habeas corpus* to discharge from custody a prisoner attached under a writ *de contumace capiendo* (the prisoner was a clergyman whose imprisonment had resulted from disobedience to a monition requiring him to abstain from certain illegal practices in matters of ritual) is not a judgment in a criminal cause or matter within section 47 of the Act, whereby no appeal lies from the High Court to the Court of Appeal 'in any criminal cause or matter.' This is quite clear, and appeared so clear to the House that they did not care to have the question argued. Upon the general question whether an appeal lies from a discharge on *habeas corpus* great difference of opinion prevailed; but the majority of the House (five lords out of seven) held that no appeal lay, notwithstanding the very express words of section 19 of the Act of 1873, by which 'the Court of Appeal shall have jurisdiction and power to hear and determine appeals from *any judgment or order save as hereinafter mentioned*, of Her Majesty's High Court of Justice.' 'Probably no more important or serious question,' observed Lord Halsbury in giving judgment, 'has ever come before your lordships' House,' and Lord Bramwell and Lord Herschell delivered separate judgments. The point of authority is now, of course, finally settled."

At Edinburgh it was decided recently by five judges, on an appeal, contrary to the decisions of English judges, that the operation of dishorning cattle was necessary in the interests of the animals themselves, and that, therefore, the perpetrators could not be found guilty of cruelty. Of this judgment the *Law Journal* says:—"The decision of the Scottish Court of Justiciary last week as to the legality of the practice of dishorning cattle is the culminating point in a strange history of judicial conflicts. In the first case on the subject, *Brady* v. *M'Argle*, 14 L. R. (Ir.) 174, the Irish Court of Exchequer in 1884 held that the operation was illegal under the Act for the Prevention of Cruelty to Animals (12 & 13 Vict., c. 92); the judges in this case were Baron Dowse and Justice Andrews. But the very next year, in *Callaghan* v. *The Society for the Prevention of Cruelty to Animals*, 16 L. R. (Ir.) 325, Chief Justice Morris and Justices Harrison and Murphy came to the contrary conclusion, and held that the act is not illegal when performed with due care and skill, and for the purpose of rendering the animals more profitable to farmers in the course of their trade. Following these cases in 1888 came the leading Scotch case of *Renton* v. *Wilson*, 15 Ct. Inst. Ca. 84, in which Lords Young, M'Laren and Rutherford Clark decided that the practice was legal, being customary in certain counties, and justified by a reasonable purpose. Then in 1889, in *Ford* v *Wiley*, 58 Law J. Rep. M. C. 145, Lord Chief Justice Coleridge and Mr. Justice Hawkins discussed the subject with great care, and emphatically dissented, on the evidence before them, from the views expressed by the Scotch and Irish judges. In reliance on this decision the question was again raised in Scotland in *Todrick* v. *Wilson;* and on March 13 last the Lord Justice-Clerk and Lords M'Laren, Trayner, Welwood and Kyllachy pronounced judgment, reviewing all the previous decisions, and unanimously resolving to abide by the view that the operation of dishorning cattle, when performed with skill and in the usual manner, for the purpose and with the effect of preventing the animals from injuring one another, is not an offence under the statute. A curious and perhaps unique feature in this history is that

each Court has been unanimous; and this suggests that there may have been substantial diversity in the evidence collected in the different cases. Lord M'Laren observed that the decision in *Ford* v. *Wiley* proceeded upon the supposition that the following facts were proved: That the operation was neither necessary nor customary in England, that it was productive of no benefit to the owners of the animals, and was the cause of needless cruelty and suffering to the animals themselves; while, in his lordship's opinion, the facts in evidence before the Scotch Court pointed to very different conclusions. The case, in short, belongs to the obscure borderland between fact and law, to the region of confusion between the dictates of science and the natural inclination of humanity; and it seems desirable that the legislature should intervene to put the question one way or the other beyond doubt."

COUR SUPÉRIEURE—RICHELIEU.

Coram ROUTHIER, J.

HART v. COOK, et GAMELIN, opposant.

Opposition afin de distraire—Affidavit.

JUGÉ:—*Que l'affidavit requis par l'art.* 651 *C. P. C. n'est pas nécessaire pour soutenir une opposition afin de distraire basée sur un titre authentique.*

ROUTHIER, J.:—Il s'agit dans cette cause d'une opposition *afin de distraire* produite par Gamelin et basée sur des titres authentiques. Le demandeur fait motion pour renvoi de l'opposition parce qu'elle n'est pas appuyée de l'affidavit requis par l'art. 651 C. P. C.

Contrà—l'opposant cite la règle de pratique 82ème. Et le demandeur replique que cette règle 82ème est abrogée *implicitement* par l'art. 651 C. P. C. On a dit en faveur de la motion: "Les codificateurs ont cité la règle 80 "au bas de l'art. 651, et non pas la règle 82, "donc ils ont voulu l'abroger."

L'opposant a répondu: "La règle 82 est "citée au bas de l'art. 584; donc elle n'est "pas abrogée."

Ni l'une ni l'autre de ces raisons ne vaut. La règle 80 est citée au bas de l'art. 651, parce que cet article en est la reproduction, voilà tout. La règle 82 n'est pas citée parcequ'elle contient des dispositions spécia es qui ne s'appliquent qu'à un certain genre d'opposition, tandis que l'art. 651 et la règle 80 s'appliquent à toute opposition en général.

On ne peut dire non plus que la règle 82 est restée en force puisqu'elle est citée au bas de l'art. 584, 1o. parce que cette règle et cet article ne contiennent pas des dispositions identiques; 2o. parce qu'il arrive très souvent que les codificateurs citent à titre d'informations, des autorités contraires à la loi qu'ils éditent.

Pour ma part je serais plutôt porté à croire que les codificateurs ont cité la règle 82 au bas de l'art. 584, à titre de *complément*. Par l'art. 584 ils créaient une première exception à la *règle générale* requérant l'affidavit, et ils citaient la règle 82 comme deuxième exception. Car remarquons bien qu'avant le Code, la première exception (sursis ordonné par un juge) était bien admise dans la jurisprudence, mais ne se trouvait dans aucun texte de loi. Les codificateurs ont voulu en faire une loi expresse, ce qui n'était pas nécessaire pour la deuxième exception qui était consignée dans une règle expresse. Ce qui est certain, c'est que les codificateurs dans leur rapport n'expriment aucune intention de changer la loi existante sur cette matière. Néanmoins l'abrogation d'une loi peut être tacite, ou implicite, sans que les codificateurs ou les législateurs l'aient prononcée. Voyons donc les cas où il peut y avoir abrogation *tacite* d'une loi.

Demolombe, vol. 1, p. 147-148.
Bélime, Philosophie du droit, vol. 1 p. 479.
Zachariæ, Droit Civil, vol. 1, p. 33-34.
Duranton, vol. 1, p. 64, No 106.

Ces autorités auxquelles je dois joindre l'art. 1360 C. P. C., établissent bien clairement qu'il n'y a abrogation tacite qu'autant que la loi nouvelle est incompatible avec l'ancienne. Du moment qu'il est possible de les concilier, il s'opère entre elles suivant l'expression de ces auteurs une *fusion*. Or, l'art. 561 et la règle 82 sont-ils incompatibles? La preuve qu'ils ne le sont pas c'est qu'ils ont déjà existé en même temps, et vécu en bonne intelligence pendant des années, puisque l'art. 651 ne fait que reproduire les règles 80 et 81 qui ont toujours été unies à la règle 82.

L'art. 651 est une *loi générale* s'appliquant à toute opposition, et la règle 82 est une *loi spéciale* s'appliquant à certaines oppositions dans certains cas donnés.

Or, c'est encore une doctrine à déduire des anteurs que je viens de citer, qu'une *loi générale* n'abroge pas une *loi spéciale*.

On m'a cité Doutre, vol. 2, No 849. C'est une opinion que je respecte, mais j'avoue que je la respecterais davantage si elle était appuyée de quelques raisons; l'auteur n'en donne aucune, et je crois qu'il est plus sûr de remonter aux principes pour décider une semblable question.

Je crois avoir démontré qu'en partant de principes incontestés sur l'abrogation tacite des lois, il faut en venir à la conclusion que la règle de pratique 82 n'est pas abrogée par l'art. 651 ; mais supposons pour un instant qu'il y ait doute, quel est alors le devoir du juge ?

Tous les auteurs s'accordent à dire qu'une loi obscure doit s'interprêter de manière à atteindre le but proposé, et à favoriser davantage la justice. Or, en maintenant la règle 82, le but du législateur est atteint, et la justice est favorisée. En effet, le législateur, en exigeant l'affidavit de l'opposant veut empêcher les oppositions *futiles* et faites pour entraver la justice; enfin il veut une preuve *primâ facie* des allégués de l'opposition. Or, un titre authentique servant de base à une opposition *afin de distraire* vaut certainement mieux qu'un affidavit intéressé. De plus, les oppositions afin de distraire et de charge, sont généralement faites par des tiers et méritent plus de faveur.

Pour toutes ces raisons la motion du demandeur doit être rejetée.

Motion rejetée.

(C. A.)

FIRE INSURANCE.

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

CHAPTER XII.

PROCEEDINGS ON POLICIES.

[Continued from p. 151.]

Interest on insurance money is not due from the time of the loss, but only from the demand. 24th January, 1859, Cassn.; but from demand though the amount of the loss is only liquidated in the course of the suit. 19th July, 1852, Cassn.

Pothier, Oblig. 170, says only interest as damages can be asked for delay to pay money, though the *retard* proceed from contumacy or *dol.* Mayne, p. 110, agrees.

Though the loss be payable by policy sixty days after proofs, interest does not run from the sixty days' expiry.[1]

In *Anderson* v. *Quebec F. I. Co.* (A. D. 1859) interest on the amount of the policy was only awarded from the day of judgment.

§ 266. *Averment of insurable interest, etc.*

Shaw says: "Though the statute 24 Geo. III, 3, c. 48, s. 3, has probably not been reenacted in any of the United States, still inasmuch as it is well settled in this country that wager contracts are invalid, it seems equally, if not more necessary here than in England to aver in a declaration on a policy of insurance that the plaintiff was interested in the property insured at the time of the loss, or something else to that effect." It is so held in Lower Canada. *Granger* v. *Howard Ins. Co.*, 5 Wend. 200; 2 Phillips' Ins. 613.

It is held in *Lounsbury* v. *Protection Ins. Co.*[2] and in *Catlin* v. *Springfield Fire Ins. Co.*[3] that it is not necessary to aver, in a declaration on a fire policy, that the loss did not happen by means of any invasion, insurrection, etc., notwithstanding the insurers had provided in the policy that they should not be liable for losses so occasioned.

So also in regard to the provision in reference to the hazardous use of the premises insured.

The declaration averment of interest need not be in any technical form of words; it is sufficient if the facts stated make interest appear stated.[4]

Alauzet, No. 472, vol. ii.—The companies stipulate that they may repair, and that is a mode of payment *au choix de l'assureur.* It does not make the assured's *créance* an alternative one, nor can he go but for the money.

Where the company has by the conditions

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[1] *Oriental Bank* v. *Tremont Ins. Co.*, 4 Metcalfe R.
[2] 8 Conn. 459.
[3] 1 Sumner, 434.
[4] *Crawford* v. *Hunter*, 8 T. R.

the choice between paying and giving an equivalent in moveables, the declaration must allow the company such alternative. Poth. Obl.; Chitty, Pl.; but it will depend upon the policy; this may allow the company only fourteen or sixty days in which to pay or re-establish. Quid? in such case.

§ 267. *Of the pleas to an action upon a policy.*

The pleas to an action of covenant upon a policy under seal necessarily vary according to circumstances. The most usual, however, are an absolute denial that the articles mentioned in the declaration were burnt or consumed, and this plea puts the plaintiff upon the proof of the quantity, quality, amount and value of his loss. Where buildings, ricks or the like, exposed to public view, are burnt, it is not usual to include them in such a plea: as the declaration usually states that the plaintiff delivered in as particular an account of the loss and damage as the nature of the case admitted of (according to one of the conditions common to most policies); the defendants also by another plea, usually deny this fact, and this also puts in issue the quantity, quality, amount and value of the articles alleged to be consumed. It is usual also, in another plea, to allege *fraud* in the claim made, when the case warrants it, which it commonly does whenever the offices are driven to resist an action, and they then refer to the condition with reference to *fraud* and *false* swearing, common to all fire policies, and recited in the declaration, whereby the plaintiff forfeits all benefit under his policy, except such as the company may think fit to allow. As the conditions of most offices require the account of the loss and damage sent in to the office to be verified by affidavit, it is very usual, by another plea, to allege *false swearing* in the claim made; such a plea contains the language of the affidavit, alleges that in such affidavit there is false swearing, refers to the before mentioned condition, and states in general terms the points on which it is false.

A plea, seeking to avoid a policy by reason of false swearing, must aver it to be in reference to the matter to which the clause in the policy against false swearing applies.[1]

[1] *Ferrie* v. *North American Ins. Co.*, 1 Hill. 74.

The usual plea to assumpsit on a policy of insurance is the general issue.[1]

§ 268. *Grounds of defence requiring to be specially pleaded.*

Misrepresentations, fraud, concealment, deviation, etc., must be specially pleaded, and cannot be proved under the general issue. So held in *Pino* v. *Merchants' Mut. Ins. Co.*, Louisiana, 1867, and in other States. Yet conditions precedent and warranties must be alleged and proved. What is to be said? In Pino's case offer by defendant to prove that warranties by plaintiff had not been complied with was rejected. Arnould, vol. ii, p. 1287, cited.

If a company have sixty days in which to think over the assured's claims after a fire, the assured cannot sue within the sixty days, and these will count from the day of particulars given in. An action brought within the sixty days will be dismissed.[2]

In *Goodwin* v. *The Lancashire F. & L. Ins. Co.*, 16 L. C. Jurist, the action within the sixty days was held bad. The condition was, "Payment shall be made within sixty days after the loss shall have been ascertained and satisfactorily proved to the company." Does that prevent suit after due proofs? *Semble*, within sixty days, like promise to pay at thirty days or sixty days from date or from any event.

Even though the policy fixed a value, the company may allege fraud and overvaluation; at least, so it was in old France, where values were sometimes fixed by the policy, according to Pothier (No. 156).

In Wisconsin, if value of subject be stated in policy, that concludes, and is not merely *prima facie*. P. 313 Hine & Nichols' Digest.

§ 269. *Replication to pleas.*

In *Scott* v. *Niagara Dist. M. I. Co.*,[3] an action on a policy under seal, it was held that a replication alleging waiver will be no

[1] Chitty on Pleading, vol. i, p. 107; 2 Philips' Ins., 620.

[2] *Hatton* v. *Pr. Ass. Co.*, 7 U. C. Com. Pl. Rep., A. D. 1858.

[3] 25 U. C. Q. B. Rep., A. D. 1865.

Greaves v *Niagara Dist. M. F. Ins. Co.* was a case somewhat like the above. A statement sent in, but not verified by account books nor by affidavit, was held no compliance with the condition.

answer to a plea of non-performance of condition requiring delivery of a particular account of plaintiff's loss, verified by his oath and by his books of account, within thirty days after loss. The directors cannot waive by parol, still less the managing director and secretary. The verdict for plaintiff was set aside, and the rule for non-suit made absolute.

If an insurance company plead fraudulent representations leading to a policy, *semble* it must explain and detail them, else demurrer will lie.

A plaintiff will not be allowed to reply that when he took the policy conditioned to be null if he left Europe, it was agreed that he might leave Europe and that the policy should not be vacated by his doing so.[1]

The plaintiff suing on a policy cannot be allowed to set up, by replication, against the defendant's pleas alleging breach by plaintiff of a condition in the policy,that he (plaintiff) had not the policy in his possession.[2]

§ 270. *Prescription by policy.*

Prescription may be by policy. Bell's Prin., No. 588; 1st Part Dalloz of 1853, p. 77; Rolland de Villargues, Ass. Terr., No. 112.

The twelve months for suits are, according to some policies, only from the time of proofs perfected by oath furnished.[3]

Can waiver of it be proved by parol, say by a secretary of a corporation, insurance company? *Semble* no.[4]

In Lower Canada, in the absence of conditions shortening prescriptions, the action may be against the insurance company during thirty years.

In *Riddlesburger* v. *Hartford Ins. Co.*[5] the condition was that action was to be brought within twelve months after the fire. An action is brought within the twelve months, but fails. A new action commenced, but after the twelve months was held *actio non.* The condition governs and is valid; not unreasonable, but the contrary—the proofs are more accessible. R.'s appeal was dismissed.

§ 271. *Limitation of action.*

"It is furthermore hereby expressly provided, that no suit or action of any kind against the company for the recovery of any claim upon, under or by virtue of this policy shall be sustainable in any Court of law or equity, unless such suit or action shall be commenced within the term of twelve months next after the cause of action shall accrue; and in case any suit or action shall be commenced against said company after the expiration of twelve months next after the cause of action shall have accrued, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced."

"It is furthermore hereby expressly provided, that no suit or action against said company, for the recovery of any claim upon, under or by virtue of this policy shall be sustainable in any Court of law or chancery, unless such suit or action shall be commenced within the term of twelve months next after any loss or damage shall occur; and in case any suit or action shall be commenced against said company after the expiration of twelve months next after such loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced."

Conditions like the above are perfectly lawful. It is generally so stipulated in France.

The condition that the action shall be brought in six months after loss or damage shall accrue has been held to mean that the action shall be brought in six months after the *right to sue* has accrued.[1] So, where the loss occurred in October, and the proofs were adjusted only in February, the six months were held to run from February. This limitation condition may be waived.[2]

The condition that suit cannot be brought

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[1] *Reis et al.* v. *Scottish Eq. L. Ass. Co.*, 2 H. & Norman.

[2] *Jacobs* v. *Eq. Ins. Co.*, 18 U. C. Q. B. Rep.

[3] 13 U. C. Q. B. Rep.

[4] *Ib.*

[5] 7 Wallace U. S. Supreme Court Rep.

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[1] *Hamilton Fire Ins. Co.* v. *The Mayor, etc., of New York*, 12 Tiffany's Rep. Court of Appeals, N. Y. (cases of 1868).

[2] *Ames* v. *N. Y. Union Ins. Co.*, 14 N. Y. Rep.

after six months has been held valid in New Hampshire.[1]

Any obligation to pay money may be so restricted. Poth. Obl., No. 671. Otherwise the action would last thirty years in Lower Canada.

In *Browning* v. *Provincial Ins. Co.*[2] the action for the loss was to be brought in twelve months from the loss. This was held to mean from the time the loss was known, or facts constituting it or showing that there had been a loss, were ascertained. A ship sailed from Quebec in November, 1867, and was never heard of till May, 1868. The insurance was on a voyage from Quebec to St. John's, Nfld. On the 3rd March, 1869, within twelve months from May, 1868, suit was brought, but not in twelve months from the actual occurrence of the loss. The Privy Council maintained the action, and the judgment of the lower courts was reversed.[3]

After loss or damage shall accrue means the growing due of the debt claim.[4]

Where suit was to be brought within twelve months after the loss shall occur, and the action was not instituted in that time, but in twelve months from the expiry of sixty days after the loss, and a previous clause made losses payable only sixty days after proofs of loss, it was held that the company had sixty days to pay after proofs of loss; but in no case is a suit to be brought after twelve months from the date of the fire.[5]

§ 272. *Interruption of prescription.*

Prescription of action against an insurance company by six months from the fire is interrupted by an *expertise* or arbitration. After the arbitrators report, the company may be sued, though the six months have elapsed. Dalloz, A. D. 1856, 2nd part, p. 252; Quesnault, p. 192.

Sometimes the delay runs from the time of the fire, sometimes from the time of the right to sue.

In *Gibb et al.* v. *The Beacon*, the policy contained a condition that no suit or action was to be maintainable six months after a loss. The plaintiffs sued after six months; defendants filed an exception founded on the condition. Plaintiffs answered that after the loss they duly announced it, and that defendants led them to believe that they would pay, till after the six months had passed; that plaintiffs had not sued because defendants promised to pay, and that the condition was so waived. Due notice of loss was proved and found, and a question was put to the jury: "Did negotiations take place in relation to the loss between plaintiffs and defendants, and was action brought immediately after refusal by the insurance company to pay? To which the jury answered, Yes.—Another question was put to the jury: Were the plaintiffs induced by promises of the defendants to postpone their action beyond six months, etc.? To this the jury answered, Yes.

In *Semmes* v. *City F. Ins. Co. of Hartford*,[6] suit was to be brought in twelve months next after the loss. This being pleaded, the answer was that civil war in the United States prevented the plaintiff from suing. It was held that this fact removed the presumption which the policy said should be conclusive against the plaintiff's claim.

Suppose an insurance company, sued within the twelve months, to plead a declinatory

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[1] *Woodbury Association* v. *Charter Oak Ins. Co.*, Monthly Law Reporter, 1863-4, p. 467.

[2] Privy Council, April, 1873.

[3] *Roux* v. *Salvador*, 3 Bing. N. cases, and *Stringer* v. *Eng. & Scot. Mar. Ins. Co.*, Law Rep., 6 Q. B. 676, were cited.

[4] *Mayor* v. *Hamilton F. Ins. Co.*, 39 N. Y.

[5] *Johnson* v. *Humbolt F. Ins. Co*, Supreme Court, Illinois, 33 Am. Rep.; *Hay* v. *Star Ins. Co.*, 19 Alb. L. J. *contra*. In the latter case the Court interpreted "after the loss shall *occur*" to mean not the time of the actual destruction. In *Hay* v. *Star F. Ins. Co.* (New York, 1879) it was held that the limitation to twelve months next after the loss shall occur means after the loss is due and payable, not twelve months after the loss occurred literally. *Per* Church, Ch. J. In *Johnson* v. *Humbolt Ins. Co.* the loss was payable sixty days after proofs; no suit for any claim until after an award fixing the amount of claim, nor unless suit be commenced within twelve months next after the loss shall occur, etc. The action was not brought within twelve months after the fire, but within twelve from the expiry of the sixty days after the loss. *Held* too late. He cites *Mayor* v. *Hamilton F. Ins. Co.*, where condition for suit to be within six months after any loss or damage shall accrue was held to mean within six months after right to sue. 39 N. Y.

[6] 6 Albany L. J., pp. 185, 291.

exception that service of process was made on an agent not having power to accept service, and suppose that this exception is, after six months, judged in favor of the insurance company ; but in the meantime the twelve months have passed, has the insured no remedy ?

MARTYRS OF THE OLD BAILEY.

Some time ago Sir James Mackintosh, a most cool and dispassionate observer, declared that, taking a long period of time, one innocent man was hanged in every three years. The late Chief Baron Kelly stated as the result of his experience, that from 1802 to 1840, no fewer than twenty-two innocent men had been sentenced to death, of whom seven were actually executed. These terrible mistakes are not confined to England. Mittermaler refers to cases of a similar kind in Ireland, Italy, France and Germany. In comparatively recent years there have been several striking instances of the fallibility of the most carefully constructed tribunals. In 1865, for instance, an Italian named Pellizzioni was tried before Baron Martin for the murder of a fellow countryman in an affray at Saffron Hill. After an elaborate trial he was found guilty and sentenced to death. In passing sentence the judge took occasion to make the following remarks, which should always be remembered when the acumen begotten of a "sound legal training" and long experience is relied on as a safeguard against error: "In my judgment it was utterly impossible for the jury to have come to any other conclusion; the evidence was about the clearest and most direct that, after a long course of experience in the administration of criminal justice, I have ever known.....I am as satisfied as I can be of anything that Gregorio did not inflict this wound, and that you were the person who did." The trial was over. The Home Secretary would most certainly, after the judge's expression of opinion, never have interfered. The date of execution was fixed. Yet the unhappy prisoner was guiltless of the crime, and it was only through the exertions of a private individual that an innocent man was saved from the gallows. A fellow-countryman of his, a Mr. Negretti, succeeded in persuading the real culprit (the Gregorio so expressly exculpated by the judge) to come forward and acknowledge the crime. He was subsequently tried for manslaughter and convicted, while Pelizzioni received a free pardon.

Again in 1877, two men named Jackson and Greenwood were tried at the Liverpool Assizes for a serious offence. They were found guilty. The judge expressed approval of the verdict, and sentenced them to ten years' penal servitude. Subsequently fresh facts came to light, and the men received a free pardon. Once more, in 1879, one Habron was tried for the murder of a policeman. He was found guilty and sentenced to death. An agitation for a reprieve immediately followed. The sentence was commuted to penal servitude for life. Three years later, the notorious Peace, just before his execution for the murder of Dr. Dyson, confessed that he had committed the murder for which Habron had been sentenced.

With these incidents fresh in our minds, let us turn once more to St. Giles and St. James, and listen to the indignant words of Douglas Jerrold: "Oh, that the ghosts of all the martyrs of the Old Bailey--and though our professions of faith may make moral antiquarians stare, it is our invincible belief that the Newgate Calendar has its black array of martyrs; victims to ignorance, perverseness, prejudice; creatures doomed by the bigotry of the council table, by the old haunting love of blood as the best of cures for the worst of ills—oh, that the faces of all these could look from the Newgate walls! That but for a moment the men who stickle for the laws of death as for some sweet domestic privilege might behold the grim mistake, the awful sacrilegious blunder of the past,and seeing make amendments for the future."—*Fortnightly Review.*

INSOLVENT NOTICES, &c.

Quebec Official Gazette, May 9.

Judicial Abandonments.

James D. Anderson, wholesale clothier, Montreal, April 29.

J. R. E. D'Anjou, trader, Rimouski, April 30.

Louis Bernier & Fils, traders, Weedon, May 2.

Joseph M. Dorion, Terrebonne, May 6.
James O'Gorman, butcher, Montreal, April 23.
E. M. Haldimand & Co., Montreal, May 4.
Edmond Julien & Co., curriers, Quebec, May 8.
A. J. Morison & Co., Montreal, May 1.
Joseph Savard & Co., traders, Quebec, May 6.

Curators appointed.

Re James D. Anderson.—W. A. Caldwell, Montreal, curator, April 29.

Re J. R. E. D'Anjou, Rimouski.—H. A. Bedard, Quebec, curator, May 6.

Re Dame Hermine Charpentier.—T. Gauthier, Montreal, curator, May 4.

Re Charles Dubois, Victoriaville.—A. Quesnel, Arthabaskaville, curator, May 5.

Re Remi Fortin.—Millier & Griffith, Sherbrooke, joint curator, April 30.

Re Amédée Gagnon, grocer, River Ouelle.—N. Matte, Quebec, curator, April 30.

Re Lane & Boissonnault, boot and shoe manufacturers, Quebec.—N. Matte, Quebec, curator, May 6.

Re W. H. Leprohon.—Bilodeau & Renaud, Montreal, joint curator, April 30.

Re James O'Gorman.—C. Desmarteau, Montreal, curator, April 30.

Dividends.

Re Théophile Chamberland, hotel-keeper, Quebec.—First dividend, payable May 26, H. A. Bedard, Quebec, curator.

Re Guay & Co.—First and final dividend, payable at office of L. A. Lord, Yamachiche, May 26, O. Lesieur, Yamachiche, curator.

Re Stephen S. Kimball, safe manufacturer.—First and final dividend, payable May 26, T. Gauthier, Montreal, curator.

Re Robert Lanning.—First and final dividend, payable May 26, C. Desmarteau, Montreal, curator.

Re Isaie A. Quintal.—Dividend, payable May 26, C. Desmarteau, Montreal, curator.

Separation as to property.

Emma Dubeau vs. Jean Baptiste Dubois, butcher and trader, St. Johns, May 6.

Caroline Adéline Girouard vs. Nazaire Girouard, trader, parish of St. Guillaume d'Upton, May 6.

Hannah Goodfellow vs. Charles Kenniburgh, Lachute, Jan. 17.

Marie Louise Lavigne vs. Athanase Boucher, trader, St. Guillaume d'Upton, May 4.

DISTRICT OF IBERVILLE.

From May 15, every juridical day shall be a term day for the Circuit Court, district of Iberville.

Quebec Official Gazette, May 16.

Judicial Abandonments.

Willie Burque, furniture dealer, St. Hyacinthe, May 14.

Joseph Eugène Dion, trader, Robertson Station, May 8.

Curators appointed.

Re J. R. E. d'Anjou, Rimouski.—H. A. Bedard, Quebec, curator, May 6.

Re Joseph Grégoire Côté, Grondines.—H. A. Bedard, Quebec, curator, May 12.

Re Gaspard Germain, currier, Quebec.—P. Guay, Quebec, curator, May 14.

Re N. Girouard, St. Guillaume.—Kent & Turcotte, Montreal, joint curator, May 13.

Re E. M. Haldimand & Co.—W. A. Caldwell, Montreal, curator, May 12.

Re William Hunter, Montreal.—J. McD. Hains, Montreal, curator, May 11.

Re Alex. J. Morison.—W. A. Caldwell, Montreal, curator, May 11.

Dividends.

Re Dominateur Collins.—First and final dividend, payable June 3, C. Desmarteau, Montreal, curator.

Re Adolphe Dépatie.—First and final dividend, payable June 3, C. Desmarteau, Montreal, curator.

Re Gédéon Genest, Pierreville.—First and final dividend, payable June 4, Kent & Turcotte, Montreal, joint curator.

Re William V. Gordon, Montreal.—First and final dividend, payable June 2, A. F. Riddell, Montreal, curator.

Re L. Moquin, Lake Megantic.—First dividend, payable June 8, Kent & Turcotte, Montreal, joint curator.

Re Peltier & Guy, Montreal.—First and final dividend, payable June 8, Kent & Turcotte, Montreal, joint curator.

Re Buckingham Pulp Co, Montreal.—First dividend, payable June 1, J. McD. Hains, Montreal, liquidator.

Re F. X. Roy.—First and final dividend, payable May 28, Bilodeau & Renaud, Montreal, joint curator.

Separation as to Property.

Odile Drolet v. Antoine Raphaël Larocque, trader, Upton, May 6.

GENERAL NOTES.

BAR EXAMINATIONS.—At the last general meeting of the Bar of the district of Quebec the following resolution was adopted on a division, proposed by Mr. L. P. Pelletier and seconded by the Hon. C. Langelier: "That the Quebec Bar is of the opinion that the number of examinations of students to admission to study or practice of law ought to be reduced from two to one only, and that such examination ought to take place in the month of July or August of each year."

WHAT A RAILWAY ACCIDENT MAY COST.—On the 12th June, 1889, an accident occurred to an excursion train on the Great Northern of Ireland, heavily laden with children and others, which resulted in the death of 80 and the injury of 262 of the passengers. As the accident was obviously due to the negligence or stupidity of one or more of the company's servants, the directors at once admitted their liability, and it then became a mere question of the amount of compensation to be paid in each case. Up to June last the directors had settled 438 claims out of court, and in 55 verdicts had been obtained. There were still over 150 claims to be settled, and most of these have been dealt with in the past six months, a sum of £30,000 having been taken from the receipts for this purpose. Altogether a total of £148,544 has been paid as compensation in respect of this one accident—a sum which will, no doubt, produce exemplary caution in the working of the line.