THE
LEGAL NEWS.

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CURRENT TOPICS AND CASES.

The September term of the Court of Appeal, at Montreal, commenced with a list of 138 inscriptions, showing work on hand for at least five terms, or one full year. If this list be cleared in the term of May next, together with the cases entitled to be heard by privilege, the Court will have accomplished a fair year's work. Considerable progress was made during the term, which was not broken by the occurrence of any holiday. Twenty-three cases were heard in full on the merits; one was submitted on the factums without oral argument; two were settled out of court; three appeals were dismissed on motion; and four appeals were declared abandoned, no proceeding having taken place within a year. The *délibérés* remaining over from the May term were all disposed of, with one exception in which the record was in an irregular condition. Thirteen cases were decided on the merits, in ten of which the appeal was dismissed unanimously; in one the judgment was reversed; and in two the judgment was reformed. The number of appeals dismissed unanimously may be considered to indicate several things; first, that the work in the courts below is performed with considerable care and with sound judgment; second, that the Appeal Court is not inclined to disturb the findings of the lower courts on questions of fact; third, that counsel should not institute an appeal

simply because they are dissatisfied with the first judgment; they must be prepared to give solid reasons for the faith which is in them.

The bulk of legislation in England is singularly small compared with what lawyers have to deal with in the United States, or even in the Dominion of Canada. The *London Law Journal* has counted the number of Acts during the past century, and the total is only 11,268, an average of 112 per annum. The number has been diminishing instead of increasing, the total for the twenty years ending 1889 being only 1637 against 2759 for the twenty years ending 1809. It must be remembered, however, that a considerable number of consolidation Acts have been passed in recent years. If it ever come about that the United Kingdom is split up into sections, with home rule established in each, the legislative output will soon show a marked increase.

Some figures given by Mr. Justice Cave, in an elaborate review published by him of the proposals of the Council of Judges, are of interest as showing the proportion of cases which are reported in England. An erroneous impression prevails here that under the official system of reporting in England, almost every decision—more particularly of the higher courts—appears in due course in the Law Reports. It will be seen that this is very far from being the case. Mr. Justice Cave gives the figures in detail for five years. We need not repeat all these figures, but simply take the average. It appears, then, that the yearly average of appeals from the Queen's Bench Division is as follows:—Final appeals, 125; interlocutory appeals, 123; original motions, 57; bankruptcy appeals, 43; total 348. Now, the yearly average of appeals from the Queen's Bench Division reported in the Law Reports is as follows:—Final appeals, 54; interlocutory appeals, 19; bankruptcy appeals, 16; total, 89.

Mr. Justice Cave says, "we may fairly conclude from this that the other 259 cases presented no features of general interest." It appears, therefore, that one case in five, even of the appeals, is all that appears in the reports.

In *Guy* v. *Paré*, June 25, 1892, the Court of Review at Montreal had to decide a point in reference to promissory notes, in which the principle of the civil law, if applicable, would lead to a conclusion at variance with the law of England. The question was whether the endorser is discharged by delay given to the maker by the creditor. Art. 2340, C.C., says that "in all matters relating to bills of exchange not provided for in this code, recourse must be had to the laws of England in force on the 30th May, 1849." The majority of the Court of Review held that this applied only to the form, negotiability and proof of the instrument, and not to matters of civil obligation resulting from the contract created thereby, in regard to which recourse must be had, in their opinion, to the provisions applicable thereto to be found in other parts of the code. Treating the endorser as a surety, the majority of the Court, Loranger and Tellier, JJ., reversed the judgment of Gill, J., and held that the endorser is not discharged by delay given to the maker by the creditor (Art. 1961, C.C.) Mr Justice Davidson dissented. This has been a controverted point in the past, but with respect to cases which may occur in the future, Section 8 of the Amending Act of 1891 appears to settle the question in the sense of the judgment of Mr. Justice Gill, for it is enacted that "the rules of the common law of England, including the law merchant, save in so far as they are inconsistent with the express provisions of the said Act (the Act of 1890) as hereby amended, shall apply, and shall be taken and held to have applied from the date when the said Act came into force, to bills of exchange, promissory notes and cheques." The effect of this clause will be to promote harmony of jurisprudence in the several provinces of the Dominion.

THE LATE CHIEF JUSTICE RITCHIE.

Sir Wm. Johnston Ritchie, Chief Justice of the Supreme Court of Canada, died at Ottawa, Sept. 25, as the result of a cold contracted while returning to the capital about two weeks previously.

The deceased was born at Annapolis, N.S., Oct. 28, 1813. He was educated at Pictou, and studied law with his brother, who was afterwards Chief Judge of Equity in Nova Scotia. In 1838 he was called to the Bar of New Brunswick. In 1854 he was named Q.C. He represented St. John in the New Brunswick Assembly from 1846 till 1851, and from 1854 till August, 1855, when he was appointed a justice of the New Brunswick Supreme Court. He was for some time a member of the executive council of New Brunswick. In December, 1865, on the death of Hon. Robert Parker, he was appointed Chief Justice of New Brunswick.

On the 8th October, 1875, he was called to a seat on the Supreme Court bench, and in 1879 was elevated to the chief justiceship. On November 1,1881, he had the honor of knighthood conferred upon him. Sir William Ritchie was twice married, first to Miss Strong, of St. Andrews, N.B., and, secondly, in 1854, to Grace Vernon, daughter of the late Thos. L. Nicholson, of St. John, and a step-daughter of the late Admiral Wm. F. Owen, R.N. He served as administrator of the Government of Canada for six months, from July, 1881, to January, 1882, during the absence of the Marquis of Lorne, and at other times during the absence of the Governor-General. He has taken an active part in the business of his Court, and his judgments have been distinguished by learning and ability.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, July 30, 1892.

Present:—LORDS WATSON, HOBHOUSE and SHAND.

CONNECTICUT FIRE INSURANCE Co. (plaintiff), appellant; and KAVANAGH (defendant), respondent.

Principal and Agent—Fraud—Transfer of fire insurance risk—Contract—Agent—Powers of—Art. 1735, *C. C.—Custom—Question raised for first time before court of last resort.*

The respondent, an insurance broker, was the agent in Montreal of two foreign insurance companies, one of which instructed him to cancel a certain risk in Montreal which respondent had accepted. After suggesting a recon-

sideration, and the order being repeated, he complied, and then immediately transferred the risk to the other Company for which he was agent (the appellant), without informing them that the risk had been rejected by the first Company. He made the transfer, moreover, without the knowledge of the insured, and without notice to them. On the same day, and soon after the entries connected with the transaction had been made in the books, a fire occurred in the premises insured, and the loss was paid in ordinary course, after adjustment, by the Company to which the risk had been transferred. In an action afterwards brought by the latter against the respondent, to be reimbursed the amount of the loss, which they alleged they had paid without cause, and upon false representations by respondent:

HELD:—*Affirming the judgment of the Court of Queen's Bench, M. L. R., 7 Q. B. 323, that the transfer of the risk to the Company appellant having been made by respondent in good faith, before the fire occurred, and in accordance with the custom of insurance brokers in Montreal, the charge of fraud was not established, and as that was the only issue the appellant was entitled to raise, the action must be dismissed.—When a question of law is raised for the first time in a court of last resort, upon the construction of a document, or upon facts either admitted or proved beyond controversy, it is not only competent but expedient, in the interests of justice, to entertain the plea. But such a course ought not to be followed, unless the Court is satisfied that the evidence upon which they are asked to decide establishes beyond doubt that the facts, if fully investigated, would have supported the new plea.*

LORD WATSON:—In this case the argument addressed to their Lordships was not confined to the points which were submitted for the decision of the Courts below. Before dealing with these controverted questions, whether old or new, it will be convenient to notice the facts which are not now in dispute.

The respondent, Walter Kavanagh, in the year 1888, acted as agent in Montreal for three different companies carrying on the business of fire insurance. A gentleman, named Warden King, had insured with him certain premises in Montreal, occupied as a paper-box factory, under a policy from one of these concerns, the British America Assurance Company, which expired on the 8th July, 1888. Before that date the company intimated to the respondent that they declined to renew the policy on any terms; whereupon he, being desirous to keep the insurance in his office, communicated with the son of the assured, who acted for his father in these matters, and, with his assent, opened an insurance with the Scottish Union and National Insurance Company. On behalf of that company he issued to Mr. King a document termed an interim receipt, and received in exchange

for it a year's premium of $68.75. The receipt, which the respondent had admittedly power to issue, constituted an insurance for thirty days from the 8th July, subject to cancelment at any time within that period, upon written notice to the assured. On the 12th July he received a letter from the manager of the Scottish Company, instructing him to cancel, in reply to which he wrote a letter of remonstrance, urging that the risk was one which the company ought to have no hesitation in accepting. On the 13th July an answer from the manager, confirming previous instructions, reached his office, was there opened by Mr. Stanger, his chief clerk, and was then forwarded to and received by the respondent on the evening of the same day.

The respondent went to his office early on the morning of Saturday, the 14th July, when he directed Mr. Stanger to transfer the insurance from the Scottish to the appellant company, and was informed that, in accordance with usual practice, the transfer had already been made in his books. The respondent left early in the forenoon; and, after his departure, Mr. Stanger posted, about 2 p.m., a report to the appellants, informing them, *inter alia*, that an insurance of Mr. King's premises had been effected on their behalf. The office was then closed for the day, and immediately afterwards Mr. Stanger learned that there was a fire on the premises, but could not ascertain the amount of damage which had been done.

The respondent heard of the fire for the first time on the Sunday forenoon, from Mr. King, junior, whom he then informed that the insurance had been transferred from the Scottish to the appellant company. Mr. King, whose father still held the interim receipt of the Scottish Company, without notice of cancellation, states that he said in reply, "Well, I will expect you to see me out of the matter." According to the respondent's account, the answer he received was, "All right; do whatever you like with it." On the Monday, a written claim for the amount of his loss was preferred by Mr. King against the appellants, and the claim and an estimate of the loss was, on that day, sent to them by the respondent. On the same day the premium which had been received by the respondent was transferred, in his cash book, from the credit of the Scottish Company to that of the appellants. Charles D. Hanson, an insurance adjuster, was, with their assent, appointed to act on behalf of the appellants; and, after receiving his report, they, on the 1st August, 1888, paid the sum of $2,872.32 to Mr. King.

The appellants filed a writ and declaration against the respondent in January, 1889, in which they alleged that he had been guilty of wilful deceit, and had fraudulently effected, or purported to effect, a transference of the insurance in his books after the fire had occurred, in the knowledge that the Scottish office, and not the appellants, were the only insurers at the time, with the fraudulent purpose of relieving himself of a possible claim at the instance of the Scottish Company in consequence of his neglect to give a written notice of cancellation, pursuant to their instructions. Upon that issue, the case went to trial before Mr. Justice Wurtele, who acquitted the respondent of all imputations of fraud, and dismissed the action with costs. (M. L. R., 5 S. C. 262.) The appellants then carried the case to the appeal side of the Court of Queen's Bench, where, admitting that the transfer had been made in the respondent's books before the fire occurred, they nevertheless insisted that the charge of fraud had been proved. The Court of Queen's Bench, consisting of five judges, unanimously affirmed the decision of Mr. Justice Wurtele, and dismissed the appeal with costs. (M. L. R., 7 Q. B. 323.)

Upon the argument of this appeal, the appellants maintained that the charges of fraud which they prefer are borne out by the evidence. It certainly appears to their Lordships that the conduct of the respondent, when subsequently called upon to explain the particulars of the transaction, was neither candid nor creditable, and was well calculated to excite suspicion; but, upon the facts proved, their Lordships are unable to differ from the conclusion at which all the learned judges below have arrived.

The appellants did not confine their argument to the issue which alone was raised before Mr. Justice Wurtele and the Court of Appeal. They argued at great length that their pleadings, taken in connection with the evidence adduced at the trial, disclose such negligence, or breach of duty, committed by the respondent acting in the capacity of their agent, as is in law sufficient to infer his liability to them for the sum claimed in this action. On the other hand, the respondent maintained that the new cause of action, brought forward here for the first time, was not within the appellants' declaration, that the evidence led at the trial was not directed to it, and that it ought not to be entertained by this Board.

Upon the merits of the new question, the argument of the respondent, shortly stated, was this: That he had authority from

Mr. King, junior, to transfer the risk from the Scottish Company to the appellants, and that notice to cancel the receipt of the Scottish Company was therefore unnecessary; that, according to the practice of insurance agents, a valid substitution was made by the entries of Saturday, 14th July, of the appellants for the Scottish Company as insurers of the premises; and that the practice was in conformity with the principles recognized in *Routh* v. *Thompson* (13 East, 274) and similar decisions. In any view, he maintained that his representations to the appellants, to the effect that they were the insurers at the time of the fire, were made by him in good faith, and in the reasonable belief that such was the fact, derived from the general understanding and course of dealing in that part of the world. He also maintained that Mr. Hanson, according to the custom of insurance offices there, was charged with the duty of inquiring into the legal liability of the appellants; and that the whole circumstances bearing upon that liability, as they appeared in the respondent's books, were fully disclosed to him.

Their Lordships are of opinion that, in the circumstances of this appeal, the appellants are not entitled to raise any issue except that of fraud. They do not question the accuracy of the general rule laid down by the Court of Exchequer in *Swinfen* v. *Lord Chelmsford* (5 H. & N. 890), to the effect that, when a declaration discloses a certain state of facts, the plaintiff may recover upon the liability which the facts disclose. One material difference between that case and the present consists in the fact that the point there raised had been put forward at the trial, so that the defendant had notice of it. *Thom* v. *Bigland* (8 Exchq. 725), the other authority upon which the appellants relied, in which the plaintiff was held to be precluded from raising any other issue than fraud in the Appeal Court, comes much nearer to the present case. Baron Parke observed (8 Exchq. 730), "If "the words 'falsely' and fraudulently' can be struck out of a "declaration so as to leave a good cause of action, that may be "done." In this case it is of the essence of the appellants' declaration that the respondent was guilty of fraud, and that is not proved. If the allegations of fraud and wilful misrepresentation were expunged, it is exceedingly doubtful whether there would remain an intelligible charge of negligence.

Their Lordships do not find it necessary to rest their decision upon that ground. When a question of law is raised for the first time in a Court of last resort, upon the construction of a

document, or upon facts either admitted or proved beyond controversy, it is not only competent but expedient, in the interests of justice, to entertain the plea. The expediency of adopting that course may be doubted, when the plea cannot be disposed of without deciding nice questions of fact, in considering which the Court of ultimate review is placed in a much less advantageous position than the Courts below. But their Lordships have no hesitation in holding that the course ought not, in any case, to be followed, unless the Court is satisfied that the evidence upon which they are asked to decide establishes beyond doubt that the facts, if fully investigated, would have supported the new plea. To accept the proof adduced by a defendant in order to clear himself of a charge of fraud, as representing all the evidence which he could have brought forward in order to rebut a charge of negligence, might be attended with the risk of doing injustice.

In this case, there are various points upon which the evidence does not appear to their Lordships to be so full and satisfactory as it might and probably would have been, had the question of negligence been raised at the trial. The points touching the authority of the respondent to make a transfer of the risk on behalf of the assured, and the honesty of his belief in the validity of the transaction of which the appellants complain, depend, as was shown by their argument, upon the degree of credibility to be attached to different witnesses, a matter which ought to have been submitted to the Judge before whom they were examined. There are two other points upon which light might have been thrown, had the plea of negligence been taken before him, these being (1) the ordinary course of insurance business, and (2) the position and duties of an insurance adjuster. Were their Lordships to decide upon the evidence as it stands, and the arguments addressed to them, they could only be guided by their own knowledge of the course of insurance business in this country, which the evidence shows to be so far different from that followed in the city of Montreal, as to make it unsafe to assume that conduct which might tend to show negligence in the one case would do so in the other.

Their Lordships will therefore humbly advise Her Majesty to affirm the judgment appealed from and to dismiss the appeal, the costs of which must be borne by the appellants.

Judgment affirmed.

Bompas, Q. C., and *Gore* for appellants.

Fullarton, Q. C., and *H. J. Kavanagh* (of the Montreal Bar) for respondent.

PROCEEDINGS IN APPEAL.—MONTREAL.

Thursday, September 15, 1892.

Lacoste, C.J., Baby, Bossé, Blanchet, JJ.

Bernier & Choquette.—Motion for dismissal of appeal granted.

Déchêne & Cité de Montréal.—Motion for leave to appeal to Privy Council granted.

St. Lawrence Sugar Refining Co. & Ives.—Hearing concluded, on appeal from judgment of Superior Court, Montreal, Loranger, J., May 12, 1890.—C.A.V.

Johnson & Hope.—Settled out of Court.

Friday, September 16.

Baby, Bossé, Blanchet, Hall, JJ.

McLaughlin & Grenier.—Petition to quash inscription granted, and appeal dismissed.

Syndics de la paroisse du St. Sacrement & Stewart.—Appeal dismissed on motion, without costs.

Baby, Bossé, Blanchet, Hall, Tellier, JJ.

Starr & Leprohon.—Heard on appeal from judgment of Superior Court, Montreal, Tait J., Jan. 4, 1892.—C.A.V.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Collége des Médecins et Chirurgiens & Pavlides.—Heard on appeal from judgment of Superior Court, Montreal, deLorimier, J., Aug. 9, 1892.—C.A.V.

Baker & Société de Construction Métropolitaine.—Heard on appeal from judgment of Superior Court, Montreal, Gill, J., Nov. 3, 1890.—C.A.V.

Saturday, September 17.

Lacoste, C.J., Baby, Bossé, Blanchet, JJ.

Kearney & Vinette.—Motion for dismissal of appeal granted.

Lacoste, C.J., Baby, Bossé, Hall, Wurtele, JJ.

Canada Atlantic R. Co. & Norris.—Heard on appeal from judgment of Superior Court, Montreal, Taschereau, J., Sept. 6, 1890. —C.A.V.

Baby, Bossé, Blanchet, Hall, JJ.

Royal Canadian Ins. Co. & Roberge.—Appeal from judgment of Court of Review, Montreal, Jetté, Wurtele, Tait, JJ., April 30, 1891.—Part heard.

Monday, September 19.

Lacoste, C.J., Baby, Bossé, Blanchet, Wurtele, JJ.

Stock & Gazette Printing Co.—Respondent having desisted from judgment, appeal maintained.

Baby, Bossé, Blanchet, Wurtele, Tellier, JJ.

Fogarty & Fogarty.—Heard on appeal from judgment of Superior Court, Montreal, Gill, J., Nov. 3, 1890.—C.A.V.

Lacoste, C.J., Baby, Bossé, Blanchet, Wurtele, JJ.

Kay et vir & Gibeau.—Heard on appeal from judgment of Court of Review, Montreal, Gill, Loranger, Tait, JJ., April 30, 1890.—C.A.V.

Corporation Cité de Hull & Gagné.—Settled out of Court.

Baby, Bossé, Blanchet, Hall, JJ.

Royal Canadian Ins. Co. & Roberge.—Hearing continued.

Tuesday, September 20.

Baby, Bossé, Blanchet, Hall, JJ.

Royal Canadian Ins. Co. & Roberge.—Hearing concluded.—C.A.V.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Evans & Incumbent & Churchwardens of St. Stephen's Church.—Heard on appeal from judgment of Court of Review, Montreal, Mathieu, Wurtele, Pagnuelo, JJ., April 30, 1891.—C.A.V.

Baby, Bossé, Blanchet, Hall, Wurtele, JJ.

Legault dit Deslauriers & Boileau.—Heard on appeal from judgment of Superior Court, Montreal, Pagnuelo, J., March 20, 1891.—C.A.V.

Cité de Montréal & Wilson.—Heard on appeal from judgment of Superior Court, Montreal, Jetté, J., Sept. 8, 1890.—C.A.V.

Baby, Bossé, Blanchet, Hall, JJ.

Auger & Cornellier.—Heard on appeal from judgment of Court of Review, Montreal, Taschereau, Wurtele, DeLorimier, JJ., May 30, 1891.—C.A.V.

Wednesday, September 21.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Bury & Murphy.—Heard on appeal from judgment of Superior Court, Montreal, Wurtele, J., Sept. 8, 1890.—C.A.V.

Lacoste, C.J., Bossé, Blanchet, Hall, Wurtele, JJ.

Wulff & Tiffin.—Heard on appeal from judgment of Superior Court, Montreal, Jetté, J., June 13, 1890.—C.A.V.

Thursday, September 22.

Lacoste, C.J., Baby, Bossé, Hall, Wurtele, JJ.

Hall & McCaffrey.—Appeal maintained, by consent in writing.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Molleur & Ville de St. Jean.—Heard on appeal from judgment of Superior Court, Iberville, Chagnon, J., Feb. 20, 1892.—C.A.V.

Lacoste, C.J., Baby, Bossé, Hall, Wurtele, JJ.

Samoisette & Brossard.—Appeal from judgment of Superior Court, Iberville, Tellier, J., June 27, 1892.—Part heard.

Friday, September 23.

Lacoste, C.J., Baby, Bossé, Hall, Wurtele, JJ.

Samoisette & Brossard.—Hearing concluded, C.A.V.

Doutre & Bourbonnais.—Heard on appeal from Superior Court, Beauharnois, Bélanger, J., April 7, 1891.—C.A.V.

Campbell & Riendeau.—Heard on appeal from judgment of Circuit Court, Terrebonne, May 16, 1891.—C.A.V.

Saturday, September 24.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Ross & Inglis.—Appeal from judgment of Superior Court, Terrebonne, Nov. 15, 1887. Submitted on factums.—C.A.V.

Baby, Bossé, Blanchet, Hall, Tellier, JJ.

Christin & Lacoste.—Heard on appeal from judgment of Superior Court, Montreal, Wurtele, J., May 29, 1890.—C.A.V.

Monday, September 26.

Baby, Bossé, Blanchet, Hall, Wurtele, JJ.

Piché & Letang.—Leave granted to appeal from judgment of Court of Review, Montreal, ordering a new trial.

Boivin & Demers.—Motion for dismissal of appeal granted.

Lacoste, C.J., Baby, Bossé, Hall, Wurtele, JJ.

Corporation de St. Mathias & Lussier.—Motion for dismissal of appeal granted.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Phelan & McGoldrick.—Motion for dismissal of appeal rejected.

Lacoste, C.J., Bossé, Blanchet, Hall, Tait, JJ.

Lefebvre & Beaudin.—Appeal from judgment of S.C., Montreal, Wurtele, J., Jan. 16, 1889. Appeal maintained against Varin, curator, but dismissed as to the other parties.

Lacoste, C.J., Bossé, Blanchet, Hall, Wurtele, JJ.

Desjardins & Bruchesi.—Appeal from judgment of S. C., Montreal, maintaining answer in law. Reformed; demurrer maintained in part only.

Baby, Bossé, Blanchet, Hall, Wurtele, JJ.

Ouimet & Benoit.—Appeal from judgment of S. C., Montreal, Loranger, J., Feb. 27, 1891. Confirmed.

Burland & G. T. R. Co.—Appeal from judgment of S. C., Iberville, Charland, J., Feb. 15, 1890. Confirmed.

Chevalier & Banque du Peuple.—Appeal from judgment of S. C., Iberville, Charland, J., March 17, 1890. Confirmed.

Fernet & Charron dit Ducharme.—Appeal from judgment of S. C., Richelieu, Ouimet, J., May 2, 1890. Confirmed.

Tourville & McDonald.—Appeal from judgment of S. C., Richelieu, Papineau, J., May 10, 1887. Confirmed.

Lacoste, C.J., Baby, Bossé, Blanchet, Hall, JJ.

Wood & Maloney.—Appeal from judgment of S. C., Montreal, Wurtele, J., Oct. 28, 1890. Confirmed.

McDonald & Ferdais.—Appeal from judgment of S. C., Iberville, Wurtele, J., Sept. 28, 1889. Confirmed.

Pearson & Spooner.—Appeal from judgment of Court of Review, Montreal, Dec. 30, 1890 (M. L. R., 7 S. C. 315). Confirmed.

Cie. de Navigation R. & O. & Triganne.—Appeal from judgment of S. C., Richelieu, Ouimet, J., April 2, 1889. Confirmed.

Hetu & Menard.—Appeal from judgment of S. C., Montreal, DeLorimier, J., Nov. 23, 1889. Confirmed.

College des Medecins et Chirurgiens & Pavlides.—Appeal from judgment of S. C., Montreal, deLorimier, J., Aug. 9, 1892. Reversed.

Lacoste, C.J., Baby, Bossé, Blanchet, Wurtele, JJ.

Mills & Limoges.—Heard on appeal from judgment of Superior Court, Montreal, deLorimier, J., April 13, 1891.—C.A.V.

Tuesday, September 27.

Lacoste, C.J., Baby, Blanchet, Hall, Wurtele, JJ.

Appeals declared abandoned for default to proceed;—Robillard & Institut Canadien; C. P. R. Co. & Dufresne, Brand & Farrell; Berthiaume & New England Paper Co.

Guarantee Co. of N. A. & Harbour Commissioners of Montreal.—Heard on appeal from judgment of Superior Court, Montreal, Malhiot, J., Feb. 15, 1890.—C.A.V.

Reid & McFarlane.—Heard on appeal from judgment of Superior Court, Montreal, Loranger, J., Nov. 18, 1889.—C.A.V.

Montreal Watch Case Co. & Bonneau.—Heard on appeal from judgment of Superior Court, Montreal, Loranger, J., May 20, 1890.—C.A.V.

The Court adjourned to Nov. 15.

Délibérés after September Term.

Atlantic & N. W. Co. & Turcotte; St. Lawrence Sugar Refining Co. and Ives; Starr & Leprohon; Baker & Société de Construction; Canada Atlantic R. Co. & Norris; Fogarty & Fogarty; Kay & Gibeau; Royal Canadian Ins. Co. & Roberge; Evans & St. Stephen's Church; Legault dit Deslauriers & Boileau; City of Montreal & Wilson; Auger & Cornellier; Bury & Murphy; Wulff & Tiffin; Molleur & Ville de St. Jean; Samoisette & Brossard; Doutre & Bourbonnais; Campbell & Riendeau; Ross & Inglis; Christin & Lacoste; Mills & Limoges; Guarantee Co. of N. A. & Harbour Commissioners: Reid & McFarlane; Montreal Watch Case Co. & Bonneau.

INSOLVENT NOTICES.

Quebec Official Gazette, Sept. 17 & 24, and Oct. 1.

Judicial Abandonments.

BEAUDET, Lefaivre & Garneau, Quebec, Sept. 8.
BOISSEAU & Béland, Quebec, Sept. 9.
CHAPLELAINE, J. Agénor, Sorel, Sept. 24.
CHARETTE, Thomas, Gatineau Point, Sept. 15.
DEGAGNÉ, J. Eloi, Eboulements, Sept. 17.
FORTIN & Cie., D. (Marie Dorille Fortin), St. Prime, Sept. 23.
VANDRY & Turcotte, Quebec, Sept. 13.

Curators Appointed.

ALAIN, J. E., Quebec.—N. Matte, Quebec, curator, Sept. 6.

BEAUDET, Lefaivre & Gagnon.—H. A. Bedard, Quebec, curator, Sept. 23.

BERNIER, A. H., Isle Verte.—H. A. Bedard, Quebec, curator, Sept. 19.

BOISSEAU & Béland, Quebec.—N. Matte, Quebec, curator, Sept. 26.

BOUCHARD, O., Quebec.—G. Darveau, Quebec, curator, Sept. 15.

GAUTHIER, Jean, St. Jérôme.—H. A. Bedard, Quebec, curator, Sept. 12.

GUIMONT & Cie., St. Raymond.—H. A. Bédard, Quebec, curator, Sept. 17.

JOLIVET, Auguste.—Michel Viger, Longueuil, curator, Aug. 30.

MARTEL, Honoré, Chicoutimi.—H. A. Bedard, Quebec, curator, Sept. 21.

MEYER, Maurice.—J. M. Marcotte, Montreal, curator, Sept. 21.

MORIN, Geo., St. François-Xavier de Brompton.—Royer & Burrage, Sherbrooke, joint curator, Sept. 26.

VANDRY & Turcotte, Quebec.—H. A. Bedard, Quebec, curator, Sept. 24.

VILLENEUVE, Thomas, St. Fulgence.—H. A. Bedard, Quebec, curator, Sept. 12.

Dividends.

BAPTIST, Son & Co., George.—Dividend, payable Oct. 4, Macintosh & Hyde, Montreal, joint curator.

BÉLANGER, Geo., Sherbrooke.—First and final dividend, payable Oct. 4, Royer & Burrage, Sherbrooke, joint curator.

COMPAGNIE d'Imprimerie et de Publication du Canada.—Dividend, payable Oct. 11, J. B. Young, Montreal, liquidator.

COSSETTE & Co. (Dame Eléonore Bailly).—Dividend on proceeds of immovables, payable Oct. 12, C. Desmarteau, Montreal, curator.

DÉCHÈNE & Co., F. M.—New dividend declared, payable Oct. 3, G. H. Burroughs, Quebec, curator.

DESROCHERS, F. X.—First and final dividend, payable Oct. 15, A. Gaumond, St Jean Deschaillons, curator.

DUBOIS, Louis, tailor, St. Johns.—Dividend, payable Oct. 11, D. Seath, Montreal, curator.

DUPONT, Nap., Montreal.—First and final dividend, payable Oct. 12, C. Desmarteau, Montreal, curator.

HARKIN & Co., B. (Catherine Cleary), Montreal.—First and final dividend, payable Oct. 13, C. Desmarteau, Montreal, curator.

HERALD Company (Limited).—Second and final dividend, payable Oct. 4, W. H. Whyte, Montreal, liquidator.

LACAS & Co., E.—First and final dividend, payable Sept. 29, J. M. Marcotte, Montreal, curator.

LAVALLÉE, E. N., St. Philippe de Néri.—First and final dividend, payable Oct. 4, H. A. Bédard, Quebec, curator.

LEVI, Raphaël, St. Johns.—First dividend, payable Oct. 3, F. W. Radford, Montreal, curator.

ROBINSON, J. Theo., Montreal.—First and final dividend, payable Oct. 4, J. McD. Hains, Montreal, curator.

ROUSSEAU, Samuel, Hochelaga.—Dividend, payable Oct. 1, L. G. G. Beliveau, Montreal, curator.

SAMSON, Thomas J., Victoriaville.—First dividend, payable Oct. 8, A. Quesnel, Arthabaskaville, curator.

TURGEON & Corriveau, Quebec.—First and final dividend, payable Oct. 4, H. A. Bedard, Quebec, curator.

WHITE & Co., J. D. (Archibald J. Grant), Montreal.—First dividend, payable Oct. 18, Kent & Turcotte, Montreal, joint curator.

AN INGENIOUS USE OF ELECTRICITY.—For some time Mr. Triquet, a cigar merchant, of Toledo, Ohio, missed cigars from the show-case in his office, and although the premises were watched by detectives for several days, nothing unusual was observed. As a last resort, he applied to an inventor of a flash-light photograph apparatus worked by electricity. The apparatus was placed in the office and left to itself. A few days later it was found to contain a flash photograph showing two boys opening the glass case. The picture led to their apprehension by the police and subsequent committal to prison. The apparatus consists of a camera placed in a box, which is closed by a shutter operated by a spring and escapement released by an electro-magnet. The necessary flash-light is got by means of a match which presses against a rough disc. An electro-magnet on the top of the camera box, when excited by a current, releases a detent, and allows the rough disc to strike a light with the match and ignite the flashing powder. All this occurs in a fraction of a second, and the shutter closes on the camera, retaining the photograph. The current is supplied by a battery, and is started in the circuit by an arrangement of contacts which are unconsciously closed by the thief. Thus the boys, in opening the glass case unawares, completed the electric circuit, which immediately exposed the camera and kindled the flash-light, much to their amazement.