The Legal News.

Vol. XIV. SEPTEMBER 26, 1891. No. 39.

The beginning of the legal year in the Province of Quebec has been marked by important changes in the constitution of the bench. The office of Chief Justice of the Court of Queen's Bench had been vacant for more than three months, and, as the September term drew near, some anxiety was felt by the bar as to whether an appointment would be made before the Court met on the 15th. Moreover it was well known that serious and much-to-be-regretted illness would prevent Mr. Justice Church from taking his seat; and it was also understood that Mr. Justice Tessier was far from being well, and was contemplating retirement. This left but three justices out of six, and one of the three—Mr. Justice Cross—was then engaged in holding the criminal term. In these circumstances the bar of Montreal held a meeting on the 12th September, at which a resolution was passed, calling for a reconstitution of the Court on a permanent basis. The appointment of temporary judges was protested against, and this was not without good ground, it being manifestly unsatisfactory that the result of an appeal should depend, as not seldom happened, on the opinion of an *ad hoc* judge taken from an inferior Court, when the other judges were equally divided. The majority of the advocates present at the meeting considered it preferable that the appeal term should be postponed until October, rather than that they should proceed with their cases before an incomplete or temporarily constituted tribunal. Notwithstanding this protest there was not a quorum of judges when the Court opened on the 15th September, Justices Baby and Bossé alone being available for the hearing of cases. There was not a quorum on the following day, and it was not until the 17th that the Honorable Alex. Lacoste, the new Chief Justice, took his seat. Mr. Lacoste, as Speaker of the Senate, had presided at the meeting of that body at Ottawa on the afternoon of the 15th, and was sworn in, and took his seat as Chief Justice at Montreal on the morning of the 17th, so that no time was lost by him after his appointment.

Of the gentleman called to the succession of the late Sir Antoine Dorion, it is hardly necessary to say more than that the general opinion of those who are best qualified to judge pointed to him as the fittest occupant of the vacant chair. Mr. Lacoste, though not yet fifty years of age, has, for more than a dozen years past, filled a very prominent place at the bar and in political life, and his abilities were universally recognized as of a very high order. As an advocate he was certainly one of the most polished and pleasing speakers to be found at the bar, not merely of the province of Quebec, but of the whole Dominion. He has been constantly occupied of late years with cases of the greatest difficulty and importance. His *confrères* were so anxious to avail themselves of his assistance as a counsel that he must have found it difficult to give sufficient attention to the business of his own firm. It was feared at first that Mr. Lacoste would not be willing to make the great pecuniary sacrifice involved in relinquishing a lucrative practice for the meagre emolument of a Chief Justice; but, happily for the public, the choice was made, and the bench has gained an ornament for whom no fitting substitute could easily have been found.

Another notable event of the month is the resignation of Mr. Justice Tessier. The learned Judge's service in the Court of Queen's Bench had exceeded fifteen years, his appointment dating from 8th Oct., 1875. As a Judge Mr. Justice Tessier has been distinguished for courtesy, dignity, fairness and impartiality. He has enjoyed the esteem of his colleagues and of the bar in a marked degree, and his resignation, which is due to advancing years and declining health, will be generally regretted.

Mr. Justice Tessier's successor has been chosen from the bar of Quebec city. Mr. Jean Blanchet has been well known as an able advocate, and a few years ago, on the retirement of Mr. Taillon from the leadership

of the Conservative opposition in the Quebec Legislature, Mr. Blanchet was unanimously chosen to succeed him. The appointment of Mr. Justice Blanchet completed the Court. Mr. Justice Church was replaced by Mr. Justice Wurtele, of the Superior Court, first for the September term, and, on the 29th of September, this appointment was extended to the 13th June next, by which time it will, in all probability, be definitely known whether Mr. Justice Church will be able to resume his place on the bench.

CIRCUIT COURT.

MAGDALEN ISLANDS, DISTRICT OF GASPÉ.

Aug. 29, 1891.

Before WURTELE, J.

ISAAC TRISTRAM COFFIN v. WM. QUINN et al.

Lease of land containing minerals—Reservation of mining rights by lessor—Waste by lessee—Injunction.

HELD:—1. *That the ownership conveyed by an emphyteutic lease may be restricted, the lessor having the right to reserve the privilege of mining on the property leased.*

2. *Where a lessee under an emphyteutic lease commits waste on the immovable leased which diminishes its value, but not to an extent sufficient to justify the resiliation of the lease, the lessor is entitled to ask that the lessee be enjoined to cease from further acts of waste, and to restore the immovable to its former condition.*

The judgment is as follows:—

"The Court, having heard the plaintiff, by his counsel, and the defendants personally, upon the merits of the cause, having examined the proceedings and the exhibits produced, having heard the oral defence and the witnesses examined by the plaintiff, and also the testimony of the defendant John Ballantyne taken on behalf of the plaintiff, and having deliberated:

"Whereas the plaintiff represents that he was the owner of a certain lot of land situate on the Island of Grindstone, one of the Magdalen Islands, being lot No. 100 of the official plan; that on the 30th day of September, 1890, he leased the said lot of land for ninety-nine years from the 1st day of July, 1890, to the defendant William Quinn, with all its rights, members and appurtenances without any exception or reservation, save of all mines and minerals thereon; that there were at the time of the execution of the said lease deposits of manganese ore on the said lot of land which belonged to the plaintiff and were expressly reserved by the above-mentioned stipulation; that the defendant William Quinn by an agreement made at Grindstone Island on the 15th day of October, 1890, without right or title granted to the other defendant John Ballantyne the right of mining for manganese or any other mineral to be found on the said lot of land until the 1st day of June, 1891, and that the defendant John Ballantyne agreed to hold his grantor William Quinn free from all expenses of any suit which might be entered against him by the plaintiff in reference to the said manganese; that after the making of the said agreement, about the month of April, 1891, the defendant John Ballantyne carried on mining operations on the said lot of land, made excavations thereon, and extracted and removed therefrom a large quantity of manganese ore, the property of the plaintiff; that on the 27th day of July, 1891, the defendant William Quinn agreed to sell to the other defendant John Ballantyne a certain part of the said lot of land, containing eight acres in superficies, to be worked by the latter in mining for manganese; that both the defendants well knew that the deposits of manganese on the said lot of land had been reserved by and were the property of the plaintiff; and that the said lot of land had been seriously deteriorated and its value greatly diminished by the said mining operations and the extraction and removal of the said quantity of manganese ore, and that plaintiff had suffered by the acts of the defendants damages to the extent of $500;

"Whereas the plaintiff prays that in consequence of the facts alleged, the lease from him to the defendant William Quinn be cancelled and set aside, that the defendants be expelled and ejected from the said lot of land and condemned to restore the same to its former condition, that they be ordered and enjoined to refrain from excavating and carrying on mining operations on the said

lot of land and from removing therefrom and appropriating to themselves any manganese ore, and that they be condemned to pay to the plaintiff the said sum of $500 with interest and costs;

"Whereas the defendants orally plead in answer to the action that the lease made to the defendant William Quinn is an emphyteutic lease and that he enjoys all the rights attached to the quality of a proprietor with respect to the lot of land conveyed to him; that he therefore is entitled to all mines and minerals on the said lot of land, subject only to the provisions and restrictions of the general law respecting mines; and that the reservation of all mines and minerals contained in the said lease had been superseded by the stipulation that clause 7 contained in the printed form of lease used, was null and void, which clause reads as follows: 'The 'lessor, his heirs and assigns, and his or their 'agents, shall have access to the property 'now leased at all times for the purpose of 'searching for and extracting any mines or 'minerals which may be therein, and for this 'purpose shall have the right to take possession of such part of the said leased lands as 'may be necessary to carry on any mining 'researches or operations, without the said 'lessee having by reason thereof any claim 'to any other compensation than the diminution of the rent for the part which may be 'so occupied by the lessor, and for his standing crops and improvements, such compensation to be fixed by arbitration'; and that consequently the plaintiff has no right to the mines and minerals on the said lot of land and is unfounded in his action;

"Whereas it is proved that the defendant John Ballantyne carried on mining operations on the said lot of land during 8 or 9 days with a gang of seven or eight men at the end of March, 1891, excavated thereon a pit, 20 feet square to a depth of from 12 to 15 feet, and extracted and removed a quantity of manganese ore which weighed with the casks 1700 pounds and was worth $30 a ton, and that the damages caused by the operations to the land amounted to from four to five dollars;

"Considering that the absolute owner of an immovable can convey either the full ownership thereof or a restricted right of ownership therein, reserving for example either the usufruct thereof, or the right to exercise a servitude thereon or the right to the mines or minerals therein, and that the ownership conveyed by an emphyteutic lease may therefore be either absolute and full or restricted;

"Considering that the lease in question in this cause is an emphyteutic lease, and that the property conveyed by it to the defendant William Quinn is only that described and limited therein;

"Considering that by the said lease the plaintiff reserved to himself all mines and minerals on the lot of land conveyed thereby to the defendant William Quinn, and that the question raised by the plea is whether or not this reservation was superseded by the suppression of clause seven of the conditions of the lease;

"Considering that the purport and effect of the said clause was that the lessee, in the event of the lessor exercising his right to mine on the lot of land, should have no right to any compensation for the loss of the land required for the mining operations and should only be entitled to a diminution of the rent for the part which might be so occupied by the lessor and to the value of his standing crops and improvements, and that the suppression of the said clause did not supersede the reservation of the mines and minerals in the lease in question, but left the exercise of the right thereto to be regulated by the law relating to mines and mining operations;

"Considering moreover that the reservation of all mines and minerals contained in the lease is unambiguous and clear, and that full effect must be given to such stipulation, which would have been struck out as well as clause 7, had it been the intention of the parties that such reservation should not be made;

"Considering therefore that the defendants are unfounded in their pretension that the reservation of all mines and minerals was superseded, and that such mines and minerals were never conveyed to the defendant William Quinn and always remained the property of the plaintiff;

"Considering that it appears from the agreement entered into between the defendants by which the defendant William Quinn stipulated that the defendant John Ballantyne should hold him harmless from any suit which the plaintiff might bring against him in reference to the manganese which he gave the right to him to mine for, that both the defendants are responsible for the infringement of the plaintiff's rights and for the damages suffered by him;

"Considering that the value of the manganese ore extracted and removed amounts at $30 a ton to $25.50, and that the plaintiff is entitled to recover the said sum;

"Considering that when a lessee under an emphyteutic lease commits waste on the immovable leased which greatly diminishes its value, the lessor has the right to ask for the resiliation of the lease;

"Considering that in the present case it is proved that the waste to the leased immovable committed by the defendants only amounts to the trifling sum of from $4 to $5, that it cannot be said that such waste greatly diminishes the value of the said lot of land, and that the resiliation of the lease granted by the plaintiff to the defendant William Quinn cannot therefore be judicially pronounced under art. 578 of the civil code, but that the defendants may be condemned to restore the lot of land in question to its former condition;

"Considering that the plaintiff has a right to obtain an order of the court commanding and enjoining the defendants to cease and refrain from mining on the said lot of land for manganese;

"Doth condemn, order and command the defendants to restore the said lot of land leased by the plaintiff to the defendant William Quinn by lease of the 30th day of September, 1890, being lot No. 100 of the official plan of the Island of Grindstone, one of the Magdalen Islands, to the condition it was in before the defendant John Ballantyne excavated and mined thereon;

"Doth command, order and enjoin the defendants to refrain from excavating and mining for manganese ore on the said lot of land and from removing therefrom and appropriating any manganese ore, reserving to the plaintiff the right to adopt such further proceedings as may be necessary to enforce the injunctions given by the present judgment, to restore the lot of land to its former condition and to cease and refrain from mining operations, and to punish the defendants for their contempt should they fail to obey the same;

"Doth condemn the defendants jointly and severally to pay to the plaintiff the sum of $25 50 for the value of the manganese taken away, with interest from the 30th day of August instant, date of the service of process, with costs of the suit as instituted;

"And doth dismiss the rest of the demand, but without costs in favor of the defendants."

H. A. Cholette, for plaintiff.

Eugène Lafleur, counsel.

John Ballantyne, in person, for both defendants.

COURT OF APPEAL.

LONDON, July 30, 1891.

HICK v. RODOCANACHI.

Ship—Bill of Lading—Duty of Consignees as to unloading—Strike of Dock Labourers.

Appeal by some of the defendants from a decision of MATHEW, J.

The appellants were sued as consignees under a bill of lading for default in unloading a cargo from the respondent's ship. The bill of lading was silent as to the time within which the unloading was to be accomplished, and the questions raised by the appeal were, (1) whether it was the duty of the consignees to unload within what would be a reasonable time in ordinary circumstances or within a reasonable time considering the actual circumstances; (2) whether the consignees were relieved from liability by reason of clauses in the bill of lading, which empowered the master to land the cargo and retain a lien for money payable by the consignees.

The ship arrived in the port of London on August 14, 1889. On the 16th the consignees commenced unloading and continued doing so till the 20th, when the strike broke out. On the conclusion of the strike the unloading was resumed and completed with due despatch.

MATHEW, J., held the consignees liable for the delay.

Their LORDSHIPS (Lindley, L. J., Fry, L. J., Lopes, L. J.) held that the power given to the master to land the cargo was an alternative remedy of the shipowner which he was not bound to exercise, that the conditions in which it might be exercised did not arise, and that the appellants were therefore not relieved from liability by the clauses conferring the power. But they held that the obligation cast upon the appellants by the bill of lading was to unload within what was a reasonable time in the actual circumstances, and that they were not liable for the delay occasioned by the strike.

Appeal allowed.

QUEEN'S BENCH DIVISION.

LONDON, July 27, 1891.

DEVEREUX v. CLARKE.

Libel—Passage in Review of a Book—Plea of Justification — Particulars distinguishing Matters of Fact and of Criticism.

This was an appeal by the plaintiff from the refusal of the judge at chambers to order the defendants to furnish particulars. The action was one by an author against the publishers of a review of his book for libel. The passage complained of was, 'Not to put too fine a point upon it, the author, by his own confession, is a most barefaced liar.' The defendants pleaded that the alleged libel was true in substance and in fact, and, so far as it was not so, it was published *bonâ fide* in reviewing a book which the plaintiff had sent for review. The plaintiff applied for an order that the defendants should deliver particulars of their justification, and distinguish between matters of fact and matters of criticism, and to point out or give references to passages which they intended to say amounted to a confession by the plaintiff that he was a 'most barefaced liar.'

The COURT (DENMAN, J., and COLLINS, J.) held that the order must be made. The defendants knew the passages they relied on. The language they used was strong, and it was fair and reasonable that they should point out and refer to the particular passages the reviewer relied upon in support of his determination. Appeal allowed.

RECENT UNITED STATES DECISIONS.

Attorney and client—Settlement of case.—The plaintiff recovered a judgment of $6,000 for the negligent killing of her husband, and while an appeal was pending in this court, she applied to defendant for a settlement of the action, and the latter agreed to pay her $4,500. Of this $1000 was to be in cash, and $3,500 to be deposited in a safe deposit company, to be drawn by her after she procured a release from her attorneys of all claims. Immediate notice was given her attorneys, who several months after made claim for $3,000. Plaintiff offered to pay them all advances and disbursements and $1,500, which they refused, and made this motion on affidavits imputing fraud and misrepresentation by defendants, service of notice of their attorneys' lien, a stipulation by plaintiff to give them one-third of the recovery above costs, etc. No offer was made by plaintiff to return the $1,000, which had been received and spent by her. Defendant offered to rescind the agreement if plaintiff would repay the $1,000, and restore defendant to the position it occupied before the settlement. *Held*, that the offer embraced all the relief to which plaintiff was then entitled, and upon her neglect to accept it her motion should have been denied. (2) The existence of a lien in favor of the attorneys does not confer a right on them to stand in the way of a settlement of an action which is desired by the parties, and which does not prejudice any right of the attorneys. (3) The client still remains the lawful owner of the cause of action, and is not bound to continue the litigation for the benefit of his attorneys when he judges it prudent to stop, provided he is willing and able to satisfy his attorney's just claims. *Pulver* v. *Harris*, 52 N. Y. 73; *Coughlin* v. *Railroad Co.*, 71 *id.* 448. (4) The attorneys being informed of the terms of the agreement in August, raised no objection to it until four months afterwards. *Held*, that their *laches*, in making an attempt to rescind it, furnished a sufficient reason why the motion should be denied.—*Lee* v. *Vacuum Oil Co.*, New York Court of Appeals, June 2, 1891

ENGLISH *CAUSES CELEBRES.*

REGINA v. COURVOISIER.

Manzoni—the Walter Scott of Italian literature—has made one of his characters—a Milanese lawyer of the seventeenth century—address a youthful and somewhat unconfiding client in the following language—which forms a suitable introduction to a sketch of *Regina* v. *Courvoisier*: 'He that tells lies to his counsel, my son, is a fool who will speak the truth to his judge. To us advocates you must state facts as they are; it is our part to involve them in confusion.'

In these words the Italian novelist has very tersely and cleverly, though only by implication, defined the charge under which the theory of advocacy has laboured in all ages—that of plucking the sleeve of justice, and so averting from guilty heads the stroke of her descending arm. The trial of Courvoisier for the murder of Lord William Russel is the *locus classicus* to which critics of the morality of the English bar have for now more than half a century referred, and from which they have drawn their most poignant arguments. It may be worth while to consider—not, be it observed, for the first time † —how far the facts of this case justify the strictures that have been based upon them.

Lord William Russell was found murdered in bed, at his private house, No. 14 Norfolk Street, Park Lane, on the morning of Monday, May 6, 1840. The only inmates of the house besides the unfortunate nobleman were two female servants—a housemaid and a cook—and a Swiss valet, François Benjamin Courvoisier, who had entered Lord William Russell's service a few months before the catastrophe. Accident and death from natural causes were equally untenable hypotheses. The head of the deceased gentleman had been nearly severed from his body. Suicide was out of the question, partly from the known character, health, and spirits of the murdered man, partly because no human being could have inflicted such a wound upon himself. It was difficult to believe that burglary had been the primary motive; for, while a certain amount of plate and silver had disappeared, a number of valuable articles had been left behind; the state of the premises, too, almost negatived the presumption of burglarious entry—*the door had been broken open from the inside.* A careful search of Courvoisier's box revealed nothing of an incriminating character, but on May 8 the police discovered behind the skirting in the pantry five gold rings, which Courvoisier at once and frankly identified, as having belonged to his master, five gold coins, a Waterloo medal, and a ten-pound note. Courvoisier was immediately taken into custody. Further discoveries followed. On May 9 a locket, containing the hair of the late Lady Russell, was found secreted near the hearthstone in the prisoner's pantry. Lord William Russell had missed this locket for some time before his death. On May 13 a fresh examination of Courvoisier's box disclosed a pair of gloves, slightly stained with blood. They dropped out of the fold of a shirt. Lord Russell's watch was also found behind the lead in the pantry sink. Five days later Courvoisier's trunk was again examined, and two blood-stained handkerchiefs, marked with the prisoner's initials, were taken out. *Practically this was the sum total of the evidence on which Courvoisier was arraigned* before Chief Justice Tindal and Mr. Baron Parke and a jury, at the Old Bailey, on June 18, 1840. Mr. Adolphus was leading counsel for the prosecution. Mr. Charles Phillips and Mr. Clarkson defended the prisoner, who waived his right to a trial *de medietate linguæ*, and pleaded 'Not guilty.' Mr. Adolphus opened the case for the Crown with ingenuity, but with conspicuous unfairness. Unchecked by the bench, this gentleman informed the jury that, while 'Englishmen are not in the habit of considering murder as a prelude to robbery . . . with foreigners it is different; for they imagine that if they destroy the life of a person they rob, there will then exist no direct testimony against them!' He alleged as an evidence of guilt that Courvoisier exhibited no interest or excitement on or after the discovery of the murder—a statement which was false in fact and would have been irrelevant even if it had been true. Finally, he boldly asserted that 'the secreted articles' had been 'secreted by none but the prisoner, who during the whole night . . . . had been

† Cf. Townsend's 'State Trials,'; vol. 2, p. 244; Forsyth's 'Hortensius.'

roaming about seeking how he could dispose of the stolen treasure.' This overstrained advocacy all but missed its mark. Many of Mr. Adolphus's most confident statements were disproved by his own witnesses, and one of the constables, Baldwin by name, who first swore that he knew nothing of the offered Government reward of 400*l.*, 'not being a scholar,' and then admitted that 'there was something read out about it in general orders,' though 'he did not recollect the sum that was mentioned,' equivocated and prevaricated in such a way as to put the whole case for the Crown in jeopardy. On the morning of the second day of the trial, Mr. Adolphus announced to the Court that most important additional evidence had been discovered, and offered to open the facts to the jury. The Chief Justice recommended that the evidence should be called without comment. Meanwhile Courvoisier had asked for an interview with his counsel, and had announced to them that he was the murderer. 'Of course, then,' said Mr. Phillips, 'you are going to plead guilty?' 'No, sir,' was the reply; 'I expect you to defend me to the utmost.' Mr. Phillips returned to his seat and resumed the defence. The 'additional evidence' brought forward by the Crown was decisive; *it was nothing less than the missing plate*, which Courvoisier was proved to have left in the custody of the keepers of a small French hotel in Leicester Place, Leicester Square. The charge against Mr. Phillips, and in his person against the profession to which he belonged, is that with full knowledge of Courvoisier's guilt he (*a*) still cross-examined the Crown witnesses and commented in no unsparing terms upon the weak points in their evidence; and (*b*) asserted to the jury his belief in the prisoner's innocence, or at least his ignorance of who the criminal was. The first part of this charge is true, has often been answered, and need not detain us now. The second part is false. Mr. Phillips's peroration is given by Mr. Townsend (*ubi supra* at pp. 309–10), and is as follows:—

'But you will say to me, If the prisoner did it not, who did it? I answer, Ask the Omniscient Being above us who did it; ask not me, a poor finite creature, like yourselves; *ask the prosecutor who did it. It is for him to tell you who did it: and until he shall have proved by the clearest evidence that it was the prisoner at the bar, beware how you imbrue your hands in the blood of that young man. . .* . To violate the temple which the Lord Himself hath made; to quench the spirit in that clay which the Lord Himself hath kindled—is an awful and tremendous responsibility. The word once gone forth is irrevocable. Speak not that word lightly, speak it not on suspicion, however strong, on moral convictions however cogent, on inference, doubt, or anything but a clear, irresistible, bright noonday certainty. I speak to you in no spirit of hostile admonition. Heaven knows I do not. I speak to you in the spirit of a friend and fellow Christian, and in that spirit I tell you that if you pronounce the word lightly its memory can never die within you. It will accompany you in your walks, it will follow you in your solitary retirements like a shadow, it will haunt you in your sleep and hover round your bed, it will take the shape of an accusing spirit and confront and condemn you before the judgment-seat of God. So beware how you act!'

Courvoisier was found guilty, and he was executed on July 6, 1840.—*Law Journal* (London).

LAW OFFICERS OF THE CROWN.

A few weeks ago we published the return of the salaries and fees of the law officers of the Crown for England, Ireland and Scotland. From this it appeared that the official income of the Attorney-General was about 10,000*l.* or 11,000*l.* a year and that of the Solicitor-General about 9,000*l.* It has not infrequently been suggested of late that the law officers of the Crown should give up private practice and devote themselves exclusively to the service of the Government. To that course weighty objections have been taken. It would involve a temporary separation from the other members of the profession, and the position would not tempt the best man to accept the office of Attorney- or Solicitor-General, as he would run great risk of sacrificing his professional income and status for an uncertainty. If a party were in power for two or three years, the law

officer's private business would probably have vanished, and he might almost have to begin life again. It has also been proposed that the Attorney-General should be a member of the Cabinet, as he is usually in the colonies. Lawyers, however, do not enjoy the universal popularity in the Legislature which their merits deserve, and most Prime Ministers would think that one lawyer in the Cabinet is enough. Or the office of law adviser might be made non-political. To that there are insuperable objections, and it would be incompatible with our present party system. In the main the existing system probably works best. Anomalous circumstances may now and then arise out of the double capacity of Government official and private counsel, and an individual may be guilty of indiscretion. But such cases have not been frequent, and the public and the profession are too severe critics to allow such instances to pass without animadversion.

The question of salaries, however, is of a totally different character. The two English law officers are by far the highest paid of all our public servants. A man gains rather than loses in the matter of private practice by being Attorney- or Solicitor-General. Yet the public goes on contentedly paying 10,000*l.* a year for part, perhaps only half, of a man's time, or less. No man is worth the money. The work of a foreign secretary, especially when, like Lord Salisbury, he is also Prime Minister, is probably a good deal greater, and is certainly of vastly more importance than that of a law officer; his expenses are far greater, but his salary is only about half, whilst that of the President of the Board of Trade, or of the Local Government Board, both Cabinet ministers, is only one quarter of the Attorney-General's salary. If the official incomes of these two gentlemen were reduced to 3,000*l.* and 4,000*l.* respectively the best man would still be glad to take the post. Such an economy would also make a judgeship relatively a better thing than it is at present. The abolition of the Chief Justiceship of the Common Pleas and the Chief Barony of the Exchequer tended to produce a dead uniformity on the bench. If this change were effected, and an additional 1,000*l.* a year given to each of the Lords Justices, especially if, as we have on former occasions suggested, the latter were made life peers, men in the largest practice would be more willing to sit on the bench than they are at present. Scotch and Irish law officers habitually accept judgeships; their English brethren rarely accept puisne judgeships. The country loses when men of conspicuous learning and ability are still at the bar, when so many men not their equals wear the judicial ermine.—*Law Journal* (London).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 10.

Judicial Abandonments.

Alexander William Nelson Bell, trader, village of Quyon, Sept. 21.

Dame Eléonore Bailly, doing business as lumber dealer, under name of O. Cossette & Co., Valleyfield, Sept. 26.

Jos. Dorais, trader, parish of St. Jean Chrysostôme, Oct. 2.

L. Drouin & frère, stationers, St. Roch de Québec, Oct. 1.

John Shaver, maker of funeral monuments, Cote des Neiges, Oct. 6.

David Williamson, trader, Grenville, Oct. 1.

Curators Appointed.

Re H. D. Beland, Montreal.—David Seath, Montreal, curator, Sept. 25.

Re Alexander William Nelson Bell.—W. H. Meredith, Quyon, curator, Oct. 2.

Re Ephrem Cinq-mars, dry goods merchant, Montreal.—David Seath, Montreal, curator, Sept. 17.

Re Dame Eléonore Bailly (Cossette & Co.).—C. Desmarteau, Montreal, curator, Oct. 7.

Re Paul Nicoleau.—C. Desmarteau, Montreal, curator, Oct. 2.

Re Arthur Laperle.—C. Desmarteau, Montreal, curator, Oct. 6.

Re Richard Robertson, New Richmond.—L. P. Lebel, New Carlisle, curator. Oct. 2.

Re Joseph G. Walton.—E. F. Waterhouse, Sherbrooke, curator, Oct. 6.

Dividends.

Re Jules Goudron, Montreal.—First dividend, payable Nov. 2, Kent & Turcotte, Montreal, joint curator.

Re A. Limoges.—First and final dividend, payable Oct. 25, J. M. Marcotte, Montreal, curator.

Re Jean Baptiste Paquet.—First and final dividend, payable Oct. 27, T. Lamontagne, Levis, curator.

Re Quevillon & Lamoureux.—First dividend, payable Oct. 27, Millier & Griffith, Sherbrooke, joint curator.

Re Ananias Renaud, trader, Petite Rivière St. François.—First and final dividend, payable Oct. 28, Jos. Morin, Baie St. Paul, curator.

Separation as to property.

Ellen Georgianna Bowles vs. Robert J. McNally, Montreal, Sept. 17.

Emélie Carrier vs. Théophile Ruel, farmer, parish of St. Joseph de Lévis, Oct. 2.

Léocadie Larchevêque vs. Jean Baptiste Joly, carter, Montreal, Oct. 3.

Marie Zélire Lemay vs. François Xavier Labranché, township of Thetford, Oct. 9.