# THE LEGAL NEWS

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BY

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# TABLE OF CASES

## REPORTED, NOTED, AND DIGESTED

### In Vol. XI.

*Errata.*—On p. 194, col. 2, for "n'entraine aucune responsabilité que lorsque" read "n'entraine aucune responsabilité lorsque"—On p. 415, *Munro & Dufresne*, transpose appellant and respondent in first two lines of each paragraph.

# The Legal News.

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The discretion allowed to counsel in England in the settlement of suits is illustrated by the case of *Matthews* v. *Munster*, of which a report will be found in the present issue. It may be doubted whether attorneys or counsel in this province possess similar powers. It was held by the Court of Review at Quebec, in *Préfontaine* v. *Brown* (1 Q. L. R. 60), that the attorney of one of the parties in a case cannot, as such, renounce the whole or part of the judgment given in his favor; but such renunciation, to be valid, must be signed by the party himself or by his attorney *ad hoc*. This decision was based on Art. 477 of the Code of Procedure. Before judgment, a party or his attorney may discontinue his suit or proceeding (C. P. 450.) But any party may disavow his attorney who has exceeded his powers (C. P. 192), which seems to imply that a settlement contrary to the wishes of the client may be impugned by the latter. What was done in *Matthews* v. *Munster* resembles what we call a confession of judgment, which must be signed by the defendant, or be made by his special attorney, whose power of attorney, in authentic form, must be filed with the confession (C. P. 94.) The question is of interest, and any reader who may have information bearing upon it would confer a favor by communicating it.

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The London *Law Journal* maintains the right of spectators to look on at pugilistic encounters. "Every Englishman," it observes, "in his heart, loves a fight with fists, and the only difference between the Englishman of to-day and the Englishman twenty years ago is that it is now his fashion to pretend the contrary. On a certain day in the present week he was to be seen furtively exchanging the *Times*, in which had, in his younger days, appeared the historic account of the great battle of Heenan and Sayers written by the late Mr. Tom Taylor, for the *Telegraph*, which in this matter better felt the national pulse. Perhaps he will have more courage in his opinions if he be told that the right to look on at a fight is deeply imbedded in English law, and has recently been recognized by a preponderance of eight judges over three in *Coney's Case*. A boxing match with gloves is no doubt lawful in all respects; and although it is as unlawful to fight for money as it is to fight for spite, and unlawful to hold a sponge or take any other prominent part in a fight, yet merely to look on is the inalienable privilege of every Englishman."

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The *Solicitors' Journal* says: "It appears to be desirable that every solicitor should at once establish a special letter book, under lock and key, for copying therein any letters which may contain libellous matter, and should be careful himself to copy such letters into the book. In the course of the trial of *Maccolla* v. *Jones* last week, Mr. Baron Pollock is reported to have said that 'he had a strong opinion that as the defendant, before posting his letter, had it copied by his clerk, it was a publication, and he was supported by the only case he could find upon this point, which was from an American report.' The name of this case is not given, and we have hitherto failed to discover any American case exactly deciding the point. We presume that the ground of the learned judge's opinion is, either that the clerk who copies has an opportunity of reading the letter, or that the letter book is open to the perusal of all the clerks in the office. We venture to suggest that in such a case it might be a question for a jury whether there had in fact been a publication to a third person. There may possibly be in existence such a phenomenon as a clerk who reads all the letters he copies, or devotes his leisure time to a diligent perusal of the letter book of his employers; we have not yet come across him, and we gravely doubt whether his little peculiarities would tend to a lengthened continuance of his employment."

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The *Albany Law Journal*, in a note upon the above, says the case referred to is probably *Kiene* v. *Ruff*, 1 Iowa, 482. The court in that case said: "Defendant furnished a copy

of the libellous matter for him to transcribe." Then citing *Baldwin* v. *Elphinstone*, 2 Bl. 1037, which held that an allegation of 'causing to be printed' in a newspaper was equivalent to an allegation of publishing, because a third person was called as agent to whom the libel must have been communicated, they said: "In the case before us, Wildput being procured to copy the libellous matter, was clearly an agent to whom the libellous matter was communicated."

## SUPERIOR COURT.

SHERBROOKE, Dec. 22, 1887.

*Before* BROOKS, J.

MCLEOD v. MCLEOD.

*Slander—Words in foreign language—Allegation in declaration.*

HELD:—*That in an action for verbal slander, where the words complained of are spoken in a foreign language, it is necessary that such words be set forth in the declaration in the language in which they are spoken, together with a translation of them into English or French.*

PER CURIAM. The evidence seems to show that the defendant referred to the plaintiff in terms *prima facie* slanderous. It appears, however, that the words complained of were spoken in Gaelic. It is objected that inasmuch as Gaelic is a foreign language it is not sufficient to set forth the alleged slander by means of an English translation, but that the very words used should be set forth in the declaration, accompanied by a translation into one of the two official languages of the province; and the correctness of this translation proved in evidence. The English and American authorities undoubtedly sustain this proposition. The Quebec jurisprudence contains no case in point, and the Court has to decide the case on general principles. The rule laid down by the English and American courts seems the proper one, and the Court is disposed to follow it. It does not appear from the evidence that the defendant used the words set forth in the declaration, but rather that he used certain other words which, when translated into English, may have the same meaning. The action must be dismissed.

The following are the *considérants*:—

"The Court, etc..Considering that plaintiff hath failed to prove the material allegations of his declaration; that it appears that any statement which may have been made on the occasion complained of by plaintiff . . . . was made, as appears by the evidence in this cause, in a foreign language—to wit, in the Gaelic language; and that the plaintiff hath not alleged or proved any words in such language; hath not set out any words spoken by defendant of him in the language in which they were spoken, but has contented himself by alleging and proving what was said, as though spoken in the English language, when in fact no such words as complained of were uttered; and considering that defendant was entitled to be informed by plaintiff in his declaration of the exact language for the utterance whereof he has brought the present action, and that the plaintiff's declaration is insufficiently libelled to enable him under the facts of this case to obtain any judgment as sought for . . . . doth dismiss plaintiff's action with costs."

Action dismissed.

*John Leonard* for plaintiff.

*Ives, Brown & French* for defendant.

(D. C. R.)

## CIRCUIT COURT.

MONTREAL, December 20, 1887.

*Before* DAVIDSON, J.

RAMSAY v. THE MONTREAL STREET RAILWAY COMPANY.

*Street Railway Company—30-31 Vict. ch. 39, s. 2—Notice of Claim—Subrogation—Responsibility of Tramway Company—Negligence.*

HELD:—1. *That the notice of claim required by* 30-31 *Vict. ch.* 39, *s.* 2, *is a condition precedent, without the performance of which an action cannot be brought; but in the present case the requirements of the Statute were sufficiently complied with.*

2. *The insurer who has paid a loss, is subrogated in the rights of the insured against third parties who are responsible for having caused such loss.*

3. *A tramway company is, in the enjoyment and exercise of its franchise, bound to recognize the rights and necessities of public traffic. Its employees are bound to exercise not only ordinary but special care in the discharge of their duties. And so, where a carter was taking a load of boxes, his horse and truck standing crosswise upon the street, and the horse, alarmed or struck by a passing tramway car, the conductor of which was not at the time keeping a vigilant watch to avoid accidents, suddenly backed and broke a plate glass window, the tramway company was held responsible.*

PER CURIAM:—

Damages to the extent of $56.92 are sought from the defendants as resulting from the alleged recklessness or carelessness of one of their servants while driving a car along St. James street on the 15th of July last. At the moment a carter, with his truck and horse standing crosswise upon the street, was loading some boxes from the door of the *Star* newspaper office. Struck or alarmed by the passing car, the horse suddenly backed up and forced the tail end of the truck through a large plate glass window, completely shattering it. Plaintiff as insurer of the window paid the loss, took an assignment from Mr. Graham and now turns upon defendants.

The defendants first invoke the 30-31 Vic. cap. 39, sec. 2, which reads as follows:—"All "persons claiming any loss or damage from "the company, for any causes whatever, "shall be bound, within the delay of a month "before the institution of any prosecution for "such costs or damages, to give notice in "writing to the company of such claim, by "serving the same upon the secretary of the "company, at its chief office in the city of "Montreal, with a detailed statement of such "costs or damages."

It is pleaded that there has been no observance of this requirement, that the notice has to include a detailed statement of damages, and must be "served upon the secretary and no one else."

I concur in the pretension that the statute is more than directory. It enacts a condition precedent, without the performance of which an action has no right of entry.

The plaintiff, in support of his pretension that he has given all necessary fulfilment to this clause, proves:—

1. That on the 15th of July a letter from Ramsay & Son was addressed to and received by the secretary, setting out the accident, charging the company's servants with gross carelessness and holding it responsible for the cost of replacing the pane of glass as per a detailed and enclosed account.

2. That a letter from plaintiff's attorney was addressed to and received by the secretary, threatening suit if the claim was not paid.

3. That upon the 12th of September, Mr. Lighthall, notary, personally went to the office and chief place of business of the company, where, speaking to a clerk in said office, he signified unto the company a transfer from Mr. Graham to plaintiff of all his rights in respect of said loss, and also served a copy of the transfer, which sets forth details of the loss, its cause and amount; and the notary further then and there served a copy of the notification upon the company, in which it is forbidden to pay any other person than plaintiff, and is notified that he will take legal proceedings to recover the sums so transferred. The secretary admits that this signification reached him in the office. The plaintiff's action was not taken until the 14th of October following.

The statute had one, and only one, object. It is intended to protect the company from vexatious litigation; time is given to enquire into, and, if need were, to settle claims for damages without the intervention of the Queen's writs. If defendants' stern reading of the law were to prevail, the want of a secretary or his absence on business, or on leave or through sickness, would give enforced suspension to a claimant's rights, and, in a case where prescription could intervene, might destroy them altogether.

This statute, like any other, ought to be interpreted and applied in accordance with the dictates of ordinary common sense, and I have to believe that the defendants had, in ample form, due notice of plaintiff's claim for the glass.

Another allegation in the plea needs to be discussed before the merits of the case can be

reached. It is pretended that Mr. Graham, having been insured and having been paid, suffered no loss, had no claim against anyone, and had no rights to assign. But plaintiff urges his own rights as well as those of the insured. The point has been often raised here and elsewhere, and as often judged against the pleader. I need only refer to *Richelieu & Ontario Navigation Co.* v. *Lafrenière et al.* as a leading case; 2 Leg. News, p. 204.

It remains to examine the evidence. The carter was loading a box on his truck as the car came along the street. He declares that his horse's head reached over the track. So alarmed did the man become that he ran out toward the street, waving his arms and shouting, "Stop, you can't pass—I will turn my horse." The car did not stop. He asserts that his horse, being struck, started back and drove the truck through the window. Mr. Kellert, an on-looker, gives general corroboration. Dr. Berthelot, a passenger, saw the carter waving his arms in warning and thinks he shouted. His impression is that the car touched the horse's head; if it did not, it was next thing to it. Mr. H. J. Farmer was on the opposite side of the street and happened to be watching the carter at his work. The horse saw he was going to be struck and swerved backwards. If he had not done so there would have been a collision. There could not have been a foot between the car as it passed and the horse's head.

For the defence, three witnesses swear that the horse was not struck. The conductor and Cloran, previously an employee and on the car, put the distance at two feet. Walker, who was at the time a policeman and on the front platform, makes it from two to three feet. Mr. Robillard, the company's superintendent, shows by measurements that the distance must have been about three and a half feet, if the wheels were against the sidewalk. Whether they were or not is not proved.

The conductor admits that he heard the carter shout, but says it was too late to stop. They were moving at the ordinary pace, "bien tranquillement," and they often passed horses in a like position more quickly. The carter was negligent, he says, because he ought to have been at his horse's head. The conductor himself was taking up fares at the moment and had his back to the horses. Cloran has a bad opinion of the horse. He had never seen it before, but it looked "as if you could not come within five feet of its head." If the horse were so restless in appearance, an increased responsibility lay on the car driver to approach it all the more carefully. But the carter swears that his horse has reached the mature age of fourteen years, has been nearly all its life in the shafts of a truck, and is, as it certainly ought to be, perfectly quiet.

Whether the horse was struck or not, if its fright was caused by the company's negligence, then legal responsibilities exist for all the immediate consequences. Apart from its common law liability the company is subjected to the liabilities imposed under the city by-law. Section 30 provides that "the "conductors shall keep a vigilant watch to "avoid all manner of accident, and stop the "cars whenever they shall perceive on the "track, or moving in the direction of the "track, any person, cattle, vehicle, or other "obstruction likely to cause an accident;" and section 34 makes the company responsible "for all damages arising from the man- "ner the cars or sleighs used by them shall "be run or driven."

A tramway company is, in the enjoyment and exercise of its franchise, bound to recognize the rights and necessities of public traffic. The conductors and drivers have need to exercise not only ordinary, but special care in the discharge of their duties. Special duties imposed by statute or city ordinance must be more strictly observed than those not so imposed. They are part of the considerations taken for benefits bestowed. Moreover, a tramcar is of great weight, carries with it great momentum, cannot be turned away to escape a collision and ought to be under constant control. A damage which is the natural consequence of a default to run their car in a thoroughly reasonable and proper manner involves the liability to pay it.

In the belief of the carter, and of Mr. Farmer, whose evidence impressed me

strongly, the horse was not only "an obstruc-" tion likely to cause an accident," to use the words of the by-law, but an accident was inevitable if the car was not stopped. To that belief the carter gave effect by voice and action. If, as the conductor charges, the man ought to have been at his horse's head, then the car ought to have been under such control as to give him time to get there. Moreover, a truckman is not bound to stand at his horse's head to watch for cars passing at uncertain intervals. He is not a trespasser if he uses reasonable diligence in loading and unloading. He was exercising a right as one of the public for whose benefit the street is maintained. But the conductor was not, at the moment, keeping a "vigilant watch to "avoid all manner of accident;" he admits that his back was to the horses and that when he heard the carter shouting it was too late to stop the car.

I have dealt with this matter at greater length than the amount at stake would seem to warrant, but my judgment involves a principle of some importance, and I trust it will stand as a warning to conductors and drivers in like case.

I strike off the item of $9.50 for costs of protest, because it was not included in the notice of claim, and award plaintiffs $47.42 with costs.

*F. E. Gilman*, for the plaintiff.
*Cooke & Brooke*, for the defendants.

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## CIRCUIT COURT.

HULL (County of Ottawa), Nov. 30, 1887.

*Before* WURTELE, J.

TREMBLAY v. BASTIEN.

*Procedure—Temporary absence of plaintiff—Security for costs.*

HELD:—*That the temporary absence of the plaintiff from the province, while working on a timber limit in Ontario, but while his family continues to dwell in his home in the province, does not render him liable for security for costs.*

PER CURIAM. The defendant has moved for security for costs, alleging that the plaintiff is now a resident of the State of Michigan, and that he is bound, not being a resident of the Province of Quebec, to give security for the defendant's costs in this action. The plaintiff has produced counter affidavits, establishing that he is not in Michigan, but in the Province of Ontario, having been engaged to work on a timber limit for the winter, for the purpose of earning a livelihood for himself and his family, and that his wife and children have continued to occupy his home in the city of Hull.

The article of our code respecting security for costs is different in its provisions from both the old and the new law of France. By the French law, security is required from aliens, whether resident or not, and is not required from a citizen, even when a non-resident; while, by our law, an alien who is resident in the province is not required to give security; and a non-resident, whether an alien or a British subject, is bound to do so.

The question to be decided is whether, under the circumstances shown by the affidavits filed by the plaintiff, he is or is not resident in the province; and this question is one of considerable importance in this locality where hundreds of men are every winter in the same position as the defendant.

One's residence is the place where one abides or lives habitually, and not accidentally, whether or not one's domicile is established there. When one ceases to dwell in a place, one loses in a literal sense his residence in that place; but in a juridical sense, when it becomes necessary to apply to a given case the effect which the law attaches to residence, a continuous and uninterrupted habitation is not strictly necessary to keep one's residence and retain the quality of a resident. As in the case of domicil, so in that of residence—it is not lost by an absence of even some duration for the purposes of business or for the performance of work, if the absence is only transitory, and if it clearly appears that there is no intention of dwelling habitually where one goes for such a purpose, but on the contrary that there is an intention to return to one's dwelling and that the absence is only for an express undertaking. (Mourlon, Code Civil, No. 322.)

A temporary absence of this kind may be likened to a journey or trip, which does not affect one's domicil, nor in like manner one's

residence in a juridical sense. (3 Rolland de Villargues, Verbo Domicile.)

The case of the plaintiff is exactly in point, and he consequently retains and has for all juridical purposes the quality of a resident of this province, and is therefore not obliged to give security for costs.

I find that the question has been frequently decided in this sense, and I refer to *Mountain* v. *Walker*, 5 R. L. 747, and *Prentice* v. *Graphic Co.*, 1 L. N. 555.

I therefore reject the motion for security for costs, and enter the judgment in the following words:—

"La Cour, après avoir entendu les parties, par leurs avocats, sur la motion du défendeur demandant un cautionnement de la part du demandeur pour les frais, et après avoir examiné les dépositions produites de part et d'autre;

"Considérant qu'il appert que le demandeur aurait établi son domicile dans la Cité de Hull et qu'il y tient encore maison, laquelle est actuellement habitée par sa femme et ses enfants;

"Considérant que le demandeur est un ouvrier qui a l'habitude d'aller travailler tous les hivers pour les grand industriels qui exploitent les forêts tant dans cette province que dans celle d'Ontario, et qu'il appert qu'il est maintenant au service d'un de ces industriels et travaille sur un territoire forestier dans la province d'Ontario sur lequel son maître possède le droit de coupe;

"Considérant que le demandeur s'est éloigné de sa demeure non pour résider mais bien pour trouver temporairement du travail ailleurs, et que l'on ne peut pas dire qu'il n'est plus résidant dans cette province parce qu'il a eu besoin pour gagner sa vie et celle de sa famille de laisser sa maison et de se transporter temporairement ailleurs, et que de fait son absence pour cette fin doit être considérée comme un voyage et son retour comme le terme de ce voyage et non comme une résidence en dehors de cette province;

"Considérant que le demandeur ne peut pas par conséquent être qualifié comme non résidant dans la province de Quebec;"

"Renvoie la dite motion."

Motion for security for costs dismissed.

*C. B. Major* for plaintiff.

*Rochon & Champagne* for defendant.

## COURT OF APPEAL.

LONDON, Nov. 28, 1887.

(*Before the* MASTER *of the* ROLLS, LORD JUSTICE BOWEN, *and* LORD JUSTICE FRY.)

MATTHEWS AND WIFE v. MUNSTER.

*Compromise of action—Powers of counsel.*

This was an appeal from the judgment of the Divisional Court refusing to set aside a compromise of the action. It was an action against the defendant for malicious prosecution, and at the trial on the morning of the second day, before the plaintiffs' case was closed, counsel on both sides, in the absence of the defendant, who was on his way from Brighton, agreed upon a settlement of the action, namely, that there should be a verdict for the plaintiffs for £350 and costs, and that there should be a withdrawal of imputations. The case thereupon terminated, but the defendant, upon coming into court afterwards, repudiated the compromise, and moved to have it set aside. The defendant made an affidavit stating that he entirely repudiated the terms of the compromise, and that he had given no instructions for a settlement. The Divisional Court (Mr. Justice Stephen and Mr. Justice Wills), upon the authority of *Strauss* v. *Francis* (L.R., 1 Q.B. 397), refused to set aside the compromise. The defendant appealed.

*Mr. Wilberforce* appeared for the defendant, and contended that counsel had only authority to fight the case, and had no authority, unless it was expressly given by the client, to settle an action, *Swinfen* v. *Swinfen*, (1 C.B., N.S., 364); *Prestwich* v. *Poley*, (18 C.B., N.S., 806); and *Swinfen* v. *Lord Chelmsford*, (5 H. & N. 890.

*Mr. Kemp, Q.C.*, and *Mr. Harper*, for the plaintiffs, were not called upon.

The Court dismissed the appeal.

The MASTER of the ROLLS said that the relation between client and counsel had been sometimes expressed as that of principal and agent. His Lordship could not adopt that phraseology. The relation between counsel and client was that of advocate and client. The relationship was created by the client requesting the counsel to act as advocate for him. The client might withdraw that

request at any moment. But when the client had requested counsel to act for him as advocate, the client must be taken to know that he had placed that advocate into a certain position with regard to the opposite party by representing that the counsel was his advocate. The request to act as advocate was a request to do those things which it was recognized an advocate usually did for his client. The duty of the advocate when in court was to act for his client. The advocate acted as the superior in the conduct of the cause. He had unlimited power to do what he thought best for his client in the conduct of the cause in court. That unlimited power was under the control of the court, who would see that nothing was done that would create manifest injustice, and would give relief in such a case. That relation of advocate and client could be put an end to at any moment, provided that when other parties had acted upon such relationship, the client took care to let them know of its determination. If the client were in court, and objected to something that the advocate was about to do, he could not direct the advocate as to the course he was to pursue. What would happen would be that if the client were to insist on his view, the advocate would withdraw from the cause, and that was the way in which the client could get rid of the paramount authority of the advocate. If the advocate were to do something which was outside the conduct of the cause, his act would not be binding upon the client, unless he was expressly requested so to act. The meaning of the words "conduct of the cause" was well expressed by Lord Chief Baron Pollock in *Swinfen* v. *Lord Chelmsford*. "We are of opinion," he said, "that although a counsel has complete authority over the suit, the mode of conducting it, and all that is incident to it—such as withdrawing the record, withdrawing a juror, calling no witnesses, or selecting such as, in his discretion, he thinks ought to be called, and other matters which properly belong to the suit, and the management and conduct of the trial—we think he has not, by virtue of his retainer in the suit, any power over matters that are collateral to it." The power to consent to a verdict upon terms must come within the "management and conduct of the trial." The authority of an advocate in the conduct of the trial was, as between him and his client, unlimited until the relationship was put an end to, but if the advocate exercised his power in a manner that the court considered unjust, the court would give the client relief. Here it was not pretended that the client put an end to the relationship, nor was there any symptom of injustice, and so the court would not interfere.

Lord Justice BOWEN said that upon the second day of the trial the defendant did not arrive until late in the morning, and during the interval he left counsel in uncontrolled command, with the duty of doing what he thought best in any emergency that might arise. Counsel consented to a verdict against the defendant, and the question was whether the defendant was bound by what was done. Counsel, by appearing, undertook for his client certain duties which were regulated by professional honour and etiquette, and by retainer implied that the client would be bound within certain limits by the acts of his counsel. Those limits had been laid down in the passage already quoted from Chief Baron Pollock's judgment in *Swinfen* v. *Chelmsford*. By the retainer, therefore, counsel had complete authority over the suit, the mode of conducting it, and all that was incident to it. If counsel could be called an agent, he was an agent of a very peculiar kind, the limit of whose authority was perfectly well understood. If the client were in court it was the counsel's duty to consult him upon so important a matter as a compromise. It did not follow that counsel, if he thought the client's course prejudicial, need follow it; he had the alternative of returning his brief. But here the client was not in court, and so could not complain if counsel, acting for the best, compromised the action. Counsel was sailing the ship; and he had power to compromise within reasonable limits. The duty of counsel and his authority amounted to the same thing. It was within the duty of counsel to compromise, and therefore it was within the limit of his authority.

Lord Justice FRY said that the case was a

simple one. Counsel had received no instructions as to a compromise. In the terms of the compromise, there was nothing outside the scope of the action, and nothing manifestly unjust. It was within counsel's duty to do the best he could for his client in the matter of a compromise, and if within his duty it was within his authority. It would be a most disastrous conclusion to come to, not in the interests of the Bar, but in the interests of the public, if the court were to decide otherwise, as an advantageous offer made during the course of a trial might have to be refused if the client were absent.

## *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, Dec. 24.*

*Judicial Abandonments.*

Alma R. Elliot and Michael Fox. restaurant keepers, Montreal, Dec. 12.

*Curators appointed.*

*Re* John F. Cote.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, Dec. 16.

*Re* J. Albert Dufresne, trader, Cacouna.—H. A. Bedard, Quebec, curator, Dec. 20.

*Re* Elmire Létourneau (S. St. Michel, *fils*).—Kent & Turcotte, Montreal, curator, Dec. 20.

*Re* Elliot & Fox.—C. Desmarteau, Montreal, curator, Dec. 20.

*Re* Edouard Larue.—C. Desmarteau, Montreal, curator, Dec. 20.

*Re* Isaïe Riopel.—George Read, St. Félix de Valois, curator, Dec. 13.

*Re* Albert H. Weston, grocer.—James M. Paul, Montreal, curator, Dec. 17.

*Dividends.*

*Re* J. D. E. Boisvert, Drummondville.—First and final dividend, payable Jan. 18, J. McD. Hains, Montreal, curator.

*Re* Louis Dupuy.—Dividend, W. A. Caldwell, Montreal, curator.

*Re* Andrew B. Somerville, Kinnear's Mills.—Second and final dividend, payable Jan. 13, J. McD. Hains, Montreal, curator.

*Separation as to Property.*

Cesarine Masson vs. Athanase Papineau, carriage-maker, Montreal, Sept. 20.

*Appointments.*

François J. H. Marchand and Gabriel Marchand, advocates, St. John, appointed joint Prothonotary of the Superior Court, Clerk of the Circuit Court, Clerk of the Crown and Clerk of the Peace, District of Iberville.

George I. Barthe, advocate, appointed District Magistrate for the Districts of Three Rivers, Arthabaska and Richelieu.

The Village of l'Assomption erected into a town municipality from Jan. 1, 1888, under the name of "The Municipality of the Town of Assomption."

*Quebec Official Gazette, Dec. 31.*

*Judicial Abandonments.*

L. Philippe Guillemette, District of Terrebonne, Dec. 22.

*Curators appointed.*

*Re* Candide Lemire (O. Lemire & Cie.).—Kent & Turcotte, Montreal, curator, Dec. 27.

*Re* Thos. McCord, dry goods merchant.—H. A. Bedard, Quebec, curator, Dec. 24.

*Re* Delle. Philomène Pelletier, marchande publique (L. N. Miller & Co.).—C. Desmarteau, Montreal, curator, Dec. 26.

*Dividends.*

*Re* Joseph Perreault.—First and final dividend, payable Jan. 17, C. Desmarteau, Montreal, curator.

*Cadastre.*

Hare Island, county of Kamouraska, provisions of Art. 2168, C.C., to come into force from Jan. 31st.

## *GENERAL NOTES.*

Une foule considérable assistait samedi à l'audience de la Cour d'assises de l'Hérault. On y jugeait une affaire curieuse, vingt et un vols reprochés à un nommé Alfred Noël, âgé de 25 ans, ouvrier peintre, commis par lui la nuit et dans des maisons habitées, sous le déguisement d'une femme.

Ce garçon, qui était un ouvrier laborieux, travaillant tous les jours et gagnant en moyenne quatre francs, éprouvait le besoin de s'habiller en femme le soir, d'aller rôder dans la ville de Montpellier, par tous les quartiers, entrant dans les maisons et pénétrant dans les appartements dont les portes avaient été laissées ouvertes, et là il s'appropriait tous les vêtements de femme qu'il rencontrait sous la main, ne négligeant pas les porte-monnaie qu'ils contenaient.

On lui reprochait, et il a avoué, vingt et un vols commis dans ces conditions ; à son domicile on a retrouvé un véritable bazar d'objets féminins, parmi lesquels les victimes de ces nombreux vols ont reconnu la plupart des objets à elles soustraits.

Il en est resté encore un stock considérable provenant d'autres vols commis par Noël, mais dont il avait perdu le souvenir.

L'accusé, qu'on ne désignait plus à Montpellier, où cette affaire a produit un certain bruit, que sous le nom de l'homme-femme, a déjà été condamné cinq fois, dont deux fois à Gien et à Alais, pour vols d'objets également féminins.

Il était sur le point de se marier, mais sa fiancée a déclaré à l'audience renoncer à ses projets.

Les renseignements sur son compte fournis par la police et par ses patrons n'étaient pas mauvais. Aussi après réquisitoire de M. Pompéi, avocat général, le défenseur de Noël, Me Roussy, a-t-il sollicité du jury un verdict des plus indulgents en faveur de son client, qu'il a présenté comme un monomane.

Le jury a accordé les circonstances atténuantes et repoussé la circonstance aggravante de fausses clefs.

La Cour a condamné Noël pour ces vingt et un vols, à quatre années d'emprisonnement.