The Legal News.

Vol. XIII. FEBRUARY 1, 1890. No. 5.

The decision of our Court of Appeal in *Davie & Sylvestre*, M. L. R., 5 Q. B. 143, as to what constitutes a partnership as to third persons, has attracted considerable attention. However simple the principles which regulate the question may appear, the application of them to the practical concerns of men has exercised the acutest intellects. The case of *Davie & Sylvestre* was of course governed by our own system of law and the articles of the Code. Mr. Justice Bossé, who rendered the judgment in appeal, observed that if he were bound by some of the English and modern French authorities cited, he would have some hesitation in declaring that a partnership existed as to third persons. It may be interesting, therefore, to note that the New York Court of Appeals, a few days later, rendered a judgment in the same sense, in *Hackett* v. *Stanley*, the essential particulars of which bear a strong resemblance to those of *Davie & Sylvestre*. Chief Justice Ruger reviews the recent decisions on the subject.

The members of the Bar, both in Montreal and Quebec, have carried resolutions adverse to the B. A. Bill which passed the legislative assembly last year, but which was defeated in the legislative council. The leading members of the Bar in Montreal have supported the bill, and the majority of the General Council have also approved of it; but on a vote of 225 members the bill has only received the approval of a little more than one-third. The impression apparently exists that there are enough lawyers for the business offering (which is quite true), and that there must be no relaxation but rather an increase of vigilance in guarding the portal of the profession. Since these votes were taken, the bill has passed its second reading in the legislative assembly. The legislature has the right and the power to say what rules shall exist with reference to admission to the study of the professions, but we feel some doubt as to the policy of overruling a strong adverse vote of the bar. At the same time we regret that such a vote has been recorded. Our regret is not so much with reference to the fate of the bill, but because such a vote is a discouragement of University education as a preliminary to professional study.

The reading of the Commission appointing the Hon. F. G. Johnson, Chief Justice of the Superior Court, was an occasion of unusual interest, and in our next issue we propose to place on record the addresses delivered, which are not without historical importance. The names of some of those who took part in the ceremony link the present with the early history of the country. The learned Chief Justice himself was able to refer to his part in a memorable trial which took place on the same spot more than half a century ago—before Responsible Government had been secured for Canada. Mr. J. J. Day, Q.C., who spoke on the occasion, was admitted to the bar in June, 1834, and the commission was read by Mr. John Sleep Honey, who has been for fifty-seven years an officer of the Court.

SUPREME COURT OF CANADA.

OTTAWA, Dec. 4, 1889.

Quebec.] CHAGNON v. NORMAND.

Appeal—Jurisdiction—From Province of Quebec—Supreme Court Act, Sec. 29 (*b*)—*Future Rights—Quebec Election Act—Action for penalties for bribery—Effect of judgment—Disqualification.*

By Art. 414 of the Revised Statutes o Quebec any person guilty of bribery at a provincial election is liable to a penalty of $200 for each offence, for which any person may sue.

By Art. 429 any person convicted on indictment of such bribery is disqualified for seven years from being a candidate at an election or holding office under the Crown.

N. brought an action for bribery under

Art. 414 against C., in which penalties to the extent of $400 were imposed on C. The Court of Queen's Bench affirmed the judgment imposing such penalties, and C. sought to appeal to the Supreme Court of Canada. On motion to quash the appeal for want of jurisdiction,

Held: That even if the judgment imposing penalties had the effect of disqualifying C. as if he had been convicted under Art. 429, no appeal would lie. The only ground of jurisdiction would be that future rights would be affected by the judgment, but under sec. 29 (*b*) of the Supreme Court Act, the future rights must be affected by the matter actually in controversy and not by something collateral thereto.

Semble, that the judgment would not have the effect of so disqualifying C.

Appeal quashed with costs.

J. J. Gormully, for respondent.

Christopher Robinson, Q.C., for appellant.

Quebec.]

HOOD v. SANGSTER.

Action for partition and licitation of property—Partnership—Plaintiff's interest less than $2,000—Not appealable—R. S. C. ch. 135, sec. 29.

An action was instituted by the respondent against the appellant for the partition and licitation of a cheese factory, etc., in order that the proceeds might be divided according to the rights of the parties who had carried on business as partners. The judgment appealed from ordered the licitation of the factory and its appurtenances. On a motion to quash the appeal by the respondent on the ground that the matter in controversy was under $2,000, the appellant, in answer to the respondent's affidavit, filed another affidavit, showing that the total value of the property was $3,000, but it being admitted that the respondent (plaintiff) claimed but one-half interest in the property, it was

Held, that the matter in controversy and claimed by the respondent not amounting to the sum or value of $2,000, the appeal should be quashed with costs.

Appeal quashed with costs.

Duclos, for respondent.

MacLennan, contra.

Quebec.]

MONTREAL STREET RAILWAY CO. v. RITCHIE.

Injunction—41 Vic., ch. 14, sec. 4, P.Q.—Action for damages—Want of probable cause—Damages other than costs.

Where a registered shareholder of a company, finding the annual reports of the company misleading, applies after notice for a writ of injunction to restrain the company from paying a dividend, and where, upon such application, the company do not deny even generally the statements and charges contained in the plaintiff's affidavit and petition, there is sufficient probable cause for the issue of such writ, and consequently the defendant, who upon the merits has succeeded in getting the injunction dissolved, has no right of action for damages resulting from the issue of the injunction.

Per Taschereau, J. Where a party maliciously and without reasonable and probable cause has instituted civil proceedings against another, the latter has a right of action for damages resulting from such vexatious proceedings. *Brown* v. *Gugy*, 16 L. C. Jur. 227, approved of.

Appeal dismissed with costs.

Geoffrion, Q.C. and *H. Abbott, Q.C.*, for appellants.

Lonergan and *Lafleur*, for respondents.

OTTAWA, October 28, 1889.

New Brunswick.]

SCAMMELL v. JAMES.

Appeal—Jurisdiction—Security for costs—Benefit of bond for—Practice.

S. brought an action by writ of capias in the Supreme Court of New Brunswick against J., who was arrested and gave bail. By the practice in bailable actions in that province, it was necessary for the defendant to enter into special bail within a specified time after his arrest, and judgment must be entered within a specified time after such special bail is entered into. The plaintiff delayed signing judgment, and on application to a judge in chambers, an order was made discharging the bail, and directing an exonere-tur to be entered on the bail bond. On motion to the full court this order was sustained, and the plantiff appealed to the

Supreme Court of Canada. The proceedings in the Court below and on appeal were in the original suit against J., and the bond for security of costs was made in favor of J.

Held: That the bail, the parties principally interested in the appeal, not being entitled to the benefit of the security for costs, the appeal could not be entertained for want of security, and the time for giving security having elapsed the defect could not be remedied.

Held also, that the matter was one of the practice of the Court below, and on that ground not appealable.

McLeod, Q.C., and *C. A. Palmer*, for the appellants.

I. A. Jack, Recorder of St. John, for the respondent.

New Brunswick,]

OTTAWA, Oct. 26, 1889.

WHITE v. PARKER.

Appeal—Jurisdiction—Death of plaintiff—New cause of action—Lord Campbell's Act—Actio personalis moritur cum personâ.

P. brought action against a railway conductor for injuries received in attempting to board a train. He was non-suited on the trial of the action, and the Supreme Court of New Brunswick set aside the non-suit and ordered a new trial. Between the verdict and the judgment of the Court below P. died, and a suggestion of his death was entered on the record in the Court below. On appeal to the Supreme Court of Canada from the judgment ordering a new trial;—

Held: That by the death of P. a new cause of action arose, under Lord Campbell's Act, in favor of his widow and children, and the original action was entirely gone and could not be revived. There being, therefore, no cause before the Court, the appeal was quashed without costs.

McLeod, Q.C., for appellant.

W. Pugsley, for respondent.

New Brunswick.]

OTTAWA, Oct. 26, 1889.

MCDONALD v. GILBERT.

Partnership—Proof of—Names of partners on letter heads—Action for trifling amount.

G. bought goods from a person representing himself as agent of a firm in Toronto, and the goods were sent from Toronto to G. at St. John, N.B. In order to get the goods, G. was obliged to pay the freight, which he demanded from the firm, claiming that by his agreement with the agent he was to receive the goods at St. John on payment of the price. Some correspondence passed between G. and the firm, and letters were received by G. written on paper containing the name of the firm and under it the names of individuals. In an action by G. to recover the freight,

Held: Affirming the judgment of the Supreme Court of New Brunswick, that the representation of the agent, coupled with the receipt of the said letters, was sufficient *prima facie* evidence that the persons whose names were printed on the letter heads constituted the said firm.

It appeared that the amount for which the action was brought was only twenty-two dollars, and the Court, though unable to refuse to hear the appeal, expressed strong disapproval of the appellant's course in bringing an appeal for such a trifling amount.

Appeal dismissed with costs.

Weldon, Q.C., for appellants.

Barker, Q.C., for respondent.

COURT OF APPEALS.

NEW YORK, Oct. 8, 1889.

HACKETT v. STANLEY.

Partnership—What constitutes.

An agreement read as follows: "For and in consideration of $750, *for use in business of heating, ventilating, etc., for which said party of the first part has given unto said party of the second part his note at two years, and in further consideration of services of said party of second part in securing sales in said business, and for any further moneys he may, at his own option, advance for me in said business, the said party of the first part agrees to divide equally the yearly net profits of said business. It is understood and agreed that said loan of* $750 *is expressly for use in said business, and for no other use whatever." It was further agreed that advances by either party might be with-*

drawn, at the option of the party making them, and were to bear interest while used in the business. The party of the first part was to be allowed $1,000 *per year for managing the business, and quarterly statements of its condition were to be made by him to the party of the second part.*

HELD:—*That the latter was, as to third persons, a partner with the former, although such third persons gave credit wholly to the other partner, and were ignorant of the partnership.*

Appeal from Common Pleas of New York city and county, General Term.

Action for materials and labor. James Stanley appeals from a judgment for plaintiff.

RUGER, C. J. The determination of this case involves the construction of an agreement between James Stanley and Moulton W. Gorham, and the question whether such agreement constituted the defendant Stanley a partner as to third persons with Gorham. If it did, then the judgment must be sustained. The liability of the alleged partners is predicated upon a debt for services rendered and materials furnished by the plaintiffs, upon the request of Gorham, in fitting up a place in New York to carry on the business of heating, ventilating, etc. The part of the agreement which, it is claimed, creates the partnership reads as follows: "That for and in consideration of the loan of $750 from the said party of the second part to the said party of the first part, for use in the business of heating, ventilating, etc., for which said party of the first part has given unto said party of the second part his note at two years with interest, bearing date January 14, 1885, payment of which is secured by an assignment of said value in a certain $3,000 policy in the Massachusetts Mutual Life Insurance Company, and also by a certain chattel mortgage, bearing date January 23, 1885, and in further consideration of services of said party of the second part in securing sales in said business, and for any further moneys he may, at his own option, advance for me in said business, the said party of the first part agrees to divide equally the yearly net profits of the said business. It is understood and agreed that said loan of $750 is expressly for use in said business, and for no other use whatever." It was further provided that advances made by either party in the business were at all times subject to be withdrawn, at the option of the party making them, and were to bear interest while used in the business. Gorham was to be allowed $1,000 per annum for his services in managing the business, and quarterly statements of its condition were to be made by him to Stanley.

It is fairly to be implied from the contract that Gorham was to be the active man in the business, and it was to be carried on in his name: but whether he was to furnish any capital, and if so, how much, is not disclosed. For aught that appears, the money furnished by Stanley was all that was supposed to be necessary to start and carry on the business until returns were realized from its prosecution.

This agreement does not, in express terms, purport to form a partnership; neither is the intention to do so disclaimed; and the question is therefore whether, in a business carried on under the conditions provided for in the contract, the parties thereto became partners, as to third persons. It clearly provides for something more than a loan of money, as it is fairly to be implied from it that Stanley would render active services as a principal in the prosecution of the business, and furnish further financial aid therefor, if it became necessary, and he deemed it advisable to do so. The loan was not one made to Gorham generally, but was for the benefit of the particular business, in whose prosecution Stanley had an equal interest, and any diversion of the funds from such use was strictly prohibited. Each party was authorized to charge the business with interest on the funds advanced by him for its prosecution, and they would each be entitled to *pro rata* reimbursement of such funds from the assets of the business, in case of a deficiency in assets to pay the advances in full. In that respect it was evidently contemplated that each party should bear any loss incurred, in proportion to the advances made by them respectively. For all this, Stanley was to receive one-half the net profits

of the business. His right to profits would not cease upon the repayment of the original loan, or depend upon the value of the services rendered or moneys advanced, or either of them alone, but was to continue as long as the business was carried on. The letter of the contract is that in consideration of the loan of $750, payable in two years, and the further consideration of services in securing sales in said business, and further moneys furnished, the net profits are to be divided. The services promised, and the moneys advanced and to be advanced, each and all constituted the consideration for the division of the profits. We think such an agreement, within all authorities, constitutes a partnership as to third parties. By it, Stanley had an interest in the general business of the concern; a right to require a quarterly account of its transactions; authority to make contracts in its behalf; and an irrevocable right to demand one-half of the profits of the business. That the original loan of $750 was secured to be repaid by Gorham to Stanley does not preclude the conclusion that they were partners; for it is entirely competent for one partner to guaranty another against loss, in whole or in part, in a partnership business, if the parties so agree. The application of the rule that "participation in profits" renders their recipient a partner in the business from which profits are derived, as to third persons, has been somewhat restricted by modern decisions; but we think that the division of profits must still be considered the most important element in all contracts by which the true relation of parties to a business is to be determined. We think this rule is founded in strict justice and sound policy. There can be no injustice in imposing upon those who contract to receive the fruits of an adventure a liability for debts contracted in its aid, and which are essential to its successful conduct and prosecution. This liability does not, and ought not to, depend upon the intention of the parties, in making their contract, to shield themselves from liability, but upon the ground that it is against public policy to permit persons to prosecute an enterprise which, however successful it may for a time appear to be, is sure in the end to result in the advantage of its secret promoters alone, and the ruin and disaster of its creditors and others connected with it. *Atherton* v. *Tilton*, 44 N. H. 452; *Chase* v. *Barrett*, 4 Paige, 159. Expected profits being the motive which induces the prosecution of all commercial and business enterprises, their accumulation and retention in business are essential to their success; and if persons are permitted, by secret agreement, to appropriate them to their own use, and throw the liabilities incurred in producing them upon those who receive only a portion of the benefits, not only is a door opened to the perpetration of frauds, but such frauds are rendered inevitable. Exceptions to the rule are, however, found in cases where a share in profits is contracted to be paid as a measure of compensation, to employees, for services rendered in the business, or for the use of moneys loaned in aid of the enterprise; but where the agreement extends beyond this, and provides for a proprietary interest in the profits as a compensation for moneys advanced and time and services bestowed as a principal in its prosecution, we think that the rule still requires such party to be held as a partner.

The rule laid down in Kent's Commentaries (vol. 3, p. 25, note *b*), that "the test of partnership is a community of profit; a specific interest in the profits, as profits, in contradistinction to a stipulated portion of the profits as a compensation for services"—was approved by this court in *Leggett* v. *Hyde*, 58 N. Y. 272, in which case Judge Folger says: "The courts of this State have always adhered to this doctrine, and applied or recognized it in the cases coming before them." After citing numerous cases in support of the statement, he proceeds: "There have been from time to time certain exceptions established to this rule, in a broad statement of it; but the decisions by which these exceptions have been set up still recognize the rule that where one is interested in profits, as such, he is a partner as to third persons. These exceptions deal with the case of an agent, servant, factor, broker or employee who, with no interest in the capital or business, is to be remunerated for his services by a compensation from the profits, or by a compensation measured by the

profits." The learned judge, after referring to the English cases claimed to have qualified, if not overruled, the cases of *Grace* v. *Smith*, 2 W. Bl. 998, and *Waugh* v. *Carver*, 2 H. Bl. 235, which were the foundation of the doctrine that a participation in profits renders those receiving them partners, says that "without discussing those decisions, and determining just how far they reach, it is sufficient to say that they are not controlling here; that the rule remains in this State as it has long been; and that we should be governed by it until here, as in England, the Legislature shall see fit to abrogate it." The same remark may also be applied to the cases of *Harvey* v. *Childs*, 28 Ohio St. 319; *Hart* v. *Kelley*, 83 Penn. St. 286; *Beecher* v. *Bush*, 45 Mich. 188; *Eastman* v. *Clark*, 53 N. H. 276; *Emmons* v. *Bank*, 97 Mass. 230—decided in the courts of our sister States, in which the distinction between contracts of partnership *inter sese* and those making the parties partners as to third persons, although not so as between themselves, is sought to be practically abolished. The doctrine that persons may be partners as to third persons, although not so as between themselves, and although the contract of partnership contains express provisions repudiating such a relation, has been too firmly established in this State by repeated decisions to be now disregarded by its courts. See cases cited in *Leggett* v. *Hyde*. It is claimed that this doctrine has been practically overruled in this State by the decisions in this court of *Richardson* v. *Hughitt*, 76 N. Y. 55; *Burnett* v. *Snyder*, id. 344; *Eager* v. *Crawford*, id. 97; *Curry* v. *Fowler*, 87 id. 33; and *Cassidy* v. *Hall*, 97 id. 159. We do not think these cases had the effect claimed. They were all cases distinguished by peculiar circumstances, taking them out of the operation of the general rule. It cannot be disputed but that a loan may be made to a partnership firm on conditions by which the lenders may secure a limited or qualified interest in certain profits of the firm, without making them partners in its general business; but that is not this case.

In *Richardson* v. *Hughitt*, *supra*, Bench Bros. & Co. were a manufacturing firm, carrying on the business of making wagons, and Hughitt contracted to advance to them $50 on each wagon manufactured by them and delivered to him, to the extent of two hundred wagons, under an agreement that upon the sale of the wagons he was to receive back the moneys advanced, with interest, and one-fourth of the net profits on such wagons. It was held that this was a mere loan of money, providing for an interest in the profits as a compensation for the money loaned. The lender secured no interest in the general business of the firm, or interest in the profits made therein, and did not become liable for its debts. It is quite clear that if such a contract had been made after the wagons were finished, it would have created simply a pledge of property for the payment of a debt, competent for the parties to make, and which would not have made the pledgee a partner. The fact that the contract was executory would not alter the real nature of the transaction or affect the relations of the parties to third persons. The case of *Eager* v. *Crawford*, *supra*, was a pure loan of money, with an agreement that the borrower should pay to the lender, on the first day of each month, one-half of the gross receipts of the business carried on by him, until the whole sum, with interest, was repaid. The dispute in the case was upon the question whether the stipulation for one-half the gross receipts was intended to refer to profits. The question submitted to the jury, the evidence being conflicting, was whether it was "the real understanding between the parties that Crawford should participate in the profits, as such. If it was, it would constitute a partnership;" otherwise not. This court approved the charge. In *Burnett* v. *Snyder*, *supra*, two of the members of an existing firm, composed of five persons, agreed with Snyder, for a good consideration, that if he would become liable to them for one-third of the losses sustained by them in the business of their firm they would pay to him one-third of the profits received by them in such business. For obvious reasons, it was held that Snyder, under this agreement, took no interest in the general business of the firm, and did not become a member thereof. In *Curry* v. *Fowler*, *supra*, W. G. and J. E. McCormick were an existing firm, owning certain vacant

real estate in New York, which they desired to improve. To enable them to do so, Fowler loaned $50,000 to them; taking as security therefor a mortgage upon the land, with an agreement that he should be repaid his loan and interest, with one-half the profits of the adventure, which the McCormicks guaranteed should amount to $12,500. This case was decided upon the authority of *Richardson* v. *Hughitt*, and was said to resemble it in all essential particulars. In *Cassidy* v. *Hall*, *supra*, it was held that the defendants were mere lenders of money to an existing corporation. The opinion states that "under the agreement the advances were to be made only upon such orders as the defendants approved, and the most that can be claimed from it is that the defendants were the financial agents of the company, to make advances and discount their paper, for the purpose of relieving the company from the financial embarrassment under which it was evidently labouring; for which they, the the defendants, were to receive a proportion of the face of the orders upon which the advances were made as a compensation for the risks they incurred, and for the use of the money advanced by them. They were not generally interested in the affairs of the company, but only for a special and specific purpose; and in no sense were they partners." It cannot reasonably be claimed that either of these cases is an authority for the reversal of this judgment. Whatever might have been their bearing if they related to the loan of money alone, we will not say; but when connected with the circumstance that the defendant was expected to render future services as a principal, and furnish further financial aid, with a certain supervision over the conduct of the business, we think this case is clearly distinguishable from those cited.

In the view taken of this case, it is quite immaterial whether the plaintiff extended the credit to Gorham alone or not, as the defendant was held liable upon the ground that, as to third persons, he was a partner; and it did not affect that liability, whether the plaintiff knew the fact or not.

The exception to the ruling of the court sustaining the objection to the question put to plaintiff on cross-examination, as to whom the credit was furnished, was not well taken, as the fact sought to be proved was immaterial. The judgment should therefore be affirmed. All concur.

APPEAL REGISTER—MONTREAL.

Monday, January 20.

Fraser & Brunette.—Hearing concluded. C. A. V.

Barnard & Molson.—Hearing concluded. C. A. V.

Fournier & Leger.—Part heard.

Tuesday, Jan. 21.

Fournier & Leger.—Hearing concluded. C. A. V.

Cie de Navigation & Desloges.—Heard. C. A. V.

Guimond & Sœurs de l'Hotel Dieu.—Délibéré discharged by consent.

Trustees of Montreal Turnpike Roads & Rielle.—Part heard.

Wednesday, January 22.

Montreal Street Ry. Co. & City of Montreal.—Motion for leave to appeal to Privy Council rejected with costs.

Fahey & Baxter.—Délibéré discharged.

Montreal Street Ry. Co. & Lindsay.—Confirmed.

Dorion & Dorion (No. 68).—Reformed, with costs of 1st class in favor of appellant, J. B. T. Dorion.

Dorion & Dorion (No. 153.)—Judgment reformed; respondent to render an account within two months, or pay $13,500, in lieu of *reliquat de compte*, with costs of 1st class in favor of appellant P. A. A. Dorion.

Laforce & Le Maire et al. de Sorel.—Confirmed, but for a different reason, with costs of 1st class. Tessier, J., differs as to costs in appeal.

Webster & Taylor.—Confirmed.

Marion & Maitre Général des Postes.—Reversed.

Brulé et vir & Bussières, & Prevost.—Confirmed.

Trustees of Montreal Turnpike Roads & Rielle.—Hearing concluded. C. A. V.

Exchange Bank & Gilman.—Heard. C.A.V.

Thursday, Jan. 23.

Joyal & Deslauriers.—Heard. C. A. V.

Gilmour & Ethier.—Heard. C. A. V.

Robin dit Lapointe & Brière.—Part heard.

Friday, January 24.

Robin dit Lapointe & Brière.—Hearing concluded. C. A. V.

Archambault & Bourgeois.—Heard. C. A. V.

Cie. Chemin de Jonction de Beauharnois & Leduc.—Heard C. A. V.

Cie. Chemin de Jonction de Beauharnois & Doutre.—Heard. C. A. V.

Saturday, January 25.

Corporation du Comté de Shefford & Corporation St. Valérien de Milton.—Appeal dismissed.

Corporation du Comté de Shefford & Corporation Ste. Cécile de Milton.—Appeal dismissed.

McLachlan & Accident Ins. Co. of N. A.—Reversed without costs, and case sent back to Superior Court. Church, J., diss.

Peloquin & Cardinal.—Appeal maintained in part.

McShane & Brisson.—Reversed. No costs allowed.

Monday, January 27.

Rogalsky & Levy.—Motion for leave to appeal from interlocutory judgment dismissed.

Ex parte J. Ansermoz.—Petition to be admitted a bailiff granted.

Clendinneng & Pont.—Motion for leave to appeal from interlocutory judgment granted.

Royal Institution & Scottish Union & National Ins. Co.—Heard. C. A. V.

The Court adjourned to Saturday, March 15.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 25.

Judicial Abandonments.

Joseph Landsberg, trader, Sherbrooke, Jan. 20.

Ferdinand Mailhot, trader, St. Jean Deschaillons, Jan. 18.

Johnny Morissette, trader, St. Charles de Bellechasse, Jan. 18.

Abraham Simard, general storekeeper, Thetford Mines, Jan. 21.

Curators appointed.

Re Armstrong Photo-Engraving Co.—H. A. Jackson, Montreal, curator, Dec. 28.

Re Pierre Blais, trader, Ste. Flore.—J. E. Bedard, Quebec, curator, Jan. 16.

Re Leonidas A. Bergevin, dry goods merchant, Quebec.—H. A. Bedard, Quebec, curator, Jan. 18.

Re Blake Bros., Carmel Hill, township of Wendover.—Joseph Patrick, Carmel Hill, curator, Jan. 22.

Re Bonin & Allaire, Montreal.—Kent & Turcotte, Montreal, joint curator, Jan. 22.

Re Ubalde Capistranc.—C. Desmarteau, Montreal, curator, Jan. 21.

Re J. A. Coté, St. Wenceslas.—Kert & Turcotte, Montreal, joint curator, Jan. 16.

Re Michael Deery, grocer, Montreal.—P. E. Emile de Lorimier, Montreal, curator, Jan. 21.

Re Mary Susan Davis (Castle & Co.), Montreal.—John Fulton, Montreal, curator, Jan. 22.

Re Gagnon frère & Cie., traders, Quebec —J. M. Marcotte, Montreal, curator, Jan. 21.

Re A. Gauthier, Ste. Justine de Newton.—Kent & Turcotte, Montreal, joint curator, Jan. 23.

Re Edmond Labelle, Montreal.—Kent & Turcotte, Montreal, joint curator, Jan. 22.

Re Prosper Philippe Mercier.—P. S. Grandpré, St. Valérien, County of Shefford, curator, Jan. 15.

Re Wm. Stanley, bookseller, Quebec.—H. A. Bedard, Quebec, curator, Jan. 23.

Dividends.

Re A. E. Boisseau, dry goods merchant, Quebec.—Second dividend, payable Feb. 10, H. A. Bedard, Quebec, curator.

Re Henry T. Farley, Drummondville.—First and final dividend, payable Feb. 10, J. McD. Hains, Montreal, curator.

Re F. X. Lamothe, trader, Upton.—First and final dividend, payable Feb. 11, J. Morin, St. Hyacinthe, curator.

Re Alex. Mahen, St. Chrysostome.—First dividend, payable Feb. 25, Kent & Turcotte, Montreal, joint curator.

Re Prévost, Prévost & Cie., Montreal.—First dividend, payable Feb. 25, Kent & Turcotte, Montreal, joint curator.

Re Laurent Toutant, Three Rivers.—Dividend on proceeds of real property, payable Feb. 13, Kent & Turcotte, Montreal, joint curator.

Re Valois, Lusignan & Co., Montreal.—First and final dividend, payable Feb. 20, Kent & Turcotte, Montreal, joint curator.

Separation as to Property.

Célanire Vandry vs. Napoléon Monette, contractor, Montreal, Jan. 17.

A Puzzle for the Gaoler.—Judge Kent, the well-known jurist, presided in a case in which a man was indicted for burglary; and the evidence at the trial showed that the burglary consisted in cutting a hole through a tent in which several persons were sleeping, and then projecting his head and arm through the hole and abstracting various articles of value. It was claimed by his counsel that, inasmuch as he never entered into the tent with his whole body, he had not committed the offence charged, and must therefore be set at liberty. In reply to this plea, the judge told the jury that if they were not satisfied that the whole man was involved in the crime, they might bring in a verdict of guilty against so much of him as was involved. The jury, after a brief consultation, found the right arm, the right shoulder, and the head of the prisoner guilty of the offence of burglary. The judge accordingly sentenced the right arm, the right shoulder, and the head to imprisonment with hard labour in the State prison for two years, remarking that *as to the rest of the man's body, he might do with it as he pleased.—The Green Bag.*