The Legal News.

VOL. XII. JULY 13, 1889. No. 28.

In acknowledging the toast of Her Majesty's Judges, at the Lord Mayor's banquet, June 26, the Lord Chief Justice referred to the embarrassment caused by the withdrawal of judges for the Parnell investigation—more especially to the Court of the Queen's Bench. "For nearly a twelvemonth the Queen's Bench had been deprived of the services of two of its ablest, strongest, most energetic judges, not from any fault of the Queen's Bench, but because the Government and the Parliament of this country had thought fit to occupy their energies in a most important political investigation." His Lordship proceeded to observe that he had known the English judges as a body, man and boy, for something like fifty years; and, speaking of the judicial body as a whole, he could say sincerely, if with some partiality, that he did not believe in that time there had been any body of men more able, more learned, more upright, of more absolutely unbending independence, more devoted to their duty, with a sole eye to the public service, than that body of which they were now the representatives. At this banquet the toast of "the Legal Profession" was given, whereupon the Attorney General remarked that the Lord Mayor had altered the title of the toast for the first time in a way which would be acceptable to the whole of the legal profession.

FRAUD OR HONEST INACCURACY.

It would be little short of a disaster if the law of fraud on a question like that decided by the House of Lords on Tuesday in the case of *Derry* v. *Peek* should remain in doubt, so important is it in the conduct of the business of commerce and of life that there should be no indistinctness in the line drawn between fraud and fair dealing. The decision of the House of Lords is fortunately unanimous, but it cannot be said to have settled the matter all along the line. The puzzling and unnecessary phrase 'legal fraud' will no longer be heard in the law Courts, so far as conduct between a man and his neighbour is concerned, but it has not yet been cleared out of the law of contracts and of confidential relations. The definition of 'misrepresentation,' for which a man may claim damages, is freed from the phrase, but a misrepresentation in respect of which a rescission of contract may be claimed is still under its bondage. As equity is largely responsible for the introduction of the word 'legal' into the subject, although it must be confessed that common lawyers have somewhat eagerly adopted it, it would only be poetic justice if this kind of misrepresentation were to be labelled 'equitable fraud' or fraud in the equitable sense. It would be better, however, to drop 'fraud' altogether in this connection and reserve it for the occasions to which it is applied in a manner understood by all the community.

Lord Bramwell has for at least eleven years, since his celebrated deliverance in the case of *Weir* v. *Bell*, 47 Law J. Rep. Exch. 704, been the leader of the critics of the phrase 'legal fraud.' He now pronounces it a mischievous phrase, and one which has contributed to what he must consider the erroneous decision in the case before the House, but with these remarks he has done with it, and proceeds to consider whether the law is not that actual fraud must be proved. He is reluctant to cite authorities to show that actual fraud must be established in such a case as this. It is one of the first things one learnt, and one has never heard it doubted until recently. When a man makes a contract with another he is bound by it; and, in making it, he is bound not to bring it about by fraud. *Warrantizando vendidit* gives a cause of action if the warranty is broken; knowingly and fraudulently stating a material untruth which brings about wholly or partly the contract also gives a cause of action. To this may now be added the equitable rule (which was not in question) that a material misrepresentation, though not fraudulent, may give a right to avoid or rescind a contract where capable of such rescission. The plaintiff's case was that the defendants made an untrue statement, which

they knew to be untrue, and likely to influence persons reading it; therefore they were fraudulent. It was not necessary for him to consider whether a *primâ facie* case was made out by the plaintiff. The alleged untrue statement was that 'the company has the right to use steam or mechanical power instead of horses,' and that a saving would be thereby effected. That was certainly untrue, because it was stated as an absolute right, when in truth it was conditional on the approval of the Board of Trade and the sanction or consent of two local boards; and a conditional right was not the same as an absolute right. It was also certain that the defendants knew what the truth was, and, therefore, knew that what they said was untrue. But it did not follow that the statement was fraudulently made. In the view of Lord Bramwell there are various kinds of untruth. There is an absolute untruth, an untruth in itself, that no addition or qualification can make true; as, if a man says a thing he saw was black, when it was white, as he remembers and knows. So, as to knowing the truth. A man may know it, and yet it may not be present to his mind at the moment of speaking; or, if the fact is present to his mind, it may not occur to him to be of any use to mention it. These passages from Lord Bramwell's opinion give all the facts and law of the case as they presented themselves to the House of Lords. It only remained to deal with the conflict of opinion that had arisen on the subject. This conflict was represented by the unanimous judgment of the Court of Appeal, reported 57 Law J. Rep. Chanc. 347, of Lord Justice Cotton, Sir James Hannen, and Lord Justice Lopes in the case before the House, and by views expressed in various cases by the late Master of the Rolls. Lord Bramwell cites from Lord Justice Cotton's judgment the statement 'that where a man makes a statement to be acted on by others which is false, and which is known by him to be false, or is made by him recklessly, or without a care whether it is true or false, that is, without any reasonable ground for believing it to be true,' he is liable to an action for deceit. He agrees to all before the 'that is' and to what comes after it if it is taken as equivalent to what goes before—viz., 'recklessly or without care whether it is true or false,' understanding 'recklessly' as explained by 'without care whether it is true or false,' and admits that a man who makes a statement without care and regard for its truth or falsity commits a fraud. It seemed, however, to Lord Bramwell, with great respect, that the learned Lord Justice lost sight of his own definition, and glided into a different opinion when he added: 'There is a duty cast upon a director who makes that statement to take care that there are no statements in it which in fact are false; to take care that he has reasonable grounds for the material statements which are contained in that document (prospectus), which he intends should be acted on by others. And although, in my opinion, it is not necessary there should be what I should call fraud, there must be a departure from duty, and he has violated the right which those who receive the statements have to have true statements only made to them.' Lord Justice Cotton here appears to have expressed what may be called the equity view—viz., that a director issuing a prospectus is in a different position from an ordinary merchant vending his wares. With Sir James Hannen's statement that 'if a man takes upon himself to assert a thing to be true which he does not know to be true, and has no reasonable ground to believe to be true,' it is sufficient in an action for deceit, Lord Bramwell agrees, if he knows he has no such reasonable ground; otherwise, with great respect, he differs. Lord Herschell, in his opinion, dealt with the *dictum* of the late Master of the Rolls in *Smith* v. *Chadwick*, 51 Law J. Rep. Chanc. 597, that a false statement, made through carelessness, which the person making it ought to have known to be untrue, would sustain an action of deceit, carried the matter still further than the dissentient judgment of Lord Justice Cotton in *Weir* v. *Bell*. But, that such an action could be maintained, notwithstanding an honest belief that the statement made was true, if there were no reasonable grounds for the belief, was, he points out, for the first time decided in the case now under appeal. In his opinion, making a false statement

through want of care falls far short of, and is a very different thing from fraud, and the same may be said of false representation honestly believed, though on insufficient grounds. As to the judgment of Lord Justice Lopes, Lord Bramwell agrees with what he says: 'I know of no fraud which will support an action of deceit to which some moral delinquency does not belong,' and thinks that shows the meaning of what he says, 'fourthly,' though that is made doubtful by what he says elsewhere. With all respect, he thinks that in all the judgments there is a confusion of unreasonableness of belief as evidence of dishonesty and unreasonableness of belief as of itself a ground of action. He thinks it most undesirable that actions should be maintainable in respect of statements made unreasonably perhaps, but honestly, and it would be disastrous if there was 'a right to have true statements only made,' and suggests that in this, as in some other cases, Courts of equity have made the mistake of disregarding a valuable general principle in the desire to effect what is, or is thought to be, justice in a particular instance What Lord Justice Lopes said 'fourthly,' was that the statement would be fraudulent if it were made recklessly, or if it were made without any knowledge of the subject one way or another, or if it was believed in by those who made it without any reasonable grounds for such belief. If the last clause of these alternatives were omitted, the decision of the House of Lords would be well represented by that passage, and, no doubt, as Lord Herschell observed, that last alternative is an extension of previous cases not justified, as the Court of Appeal thought, by anything said by Lord Cairns in *The Reese River Mining Company* v. *Smith*, 39 Law J. Rep. Chanc. 849, or by Mr. Justice Maule in *Evans* v. *Edmonds*, 22 Law J. Rep. C. P. 211, or by what Lord Justice Bowen said in *Edgington* v. *Fitzmaurice*, 55 Law J. Rep. Chanc. 650.

The extension attempted from giving the effect of fraud to statements made in reckless ignorance of their truth or falsehood to mistaken statements honestly made, ignores the element of intention in fraud. A mistaken statement honestly made may give a ground for the rescission of a contract, but not for affixing to the whole contract the ill-savour of fraud. Upon the rescission of a contract the rights of the parties can be adjusted, but fraud cuts down everything and exposes those guilty of it to the stringent and, if successful, degrading remedy by an action of deceit. Commercial morality is better forwarded by following a level standard than by setting up the unattainable in everyday life, and calling things by names which would be scouted by the social opinion of honourable business men.—*Law Journal* (*London*).

SUPREME COURT OF CANADA.

OTTAWA, April 30, 1889.

Exchequer.]

KEARNEY v. THE QUEEN.

Expropriation of Land—Severance—Damages.

On the hearing of a claim referred to the Exchequer Court by the Minister of Railways, for compensation to the claimant for land taken by the Crown for Railway purposes, the learned judge awarded a certain sum for the value of land so taken and a further amount as damages for the severance from land not taken in lieu of a crossing. There was evidence that the claimant made money by selling ballast, and seaweed for manure, and collecting driftwood for fuel, on the remaining land.

Held,—Gwynne, J., dissenting, that as the sum allowed for severance did not include future damage, and the evidence showed that the consequences of the severance would remain even if a crossing was made, the amount of compensation should be increased.

Appeal allowed.

T. J. Wallace, for appellant.

OTTAWA, April 30, 1889.

Manitoba]

GREEN v. CLARK.

Appropriation of payments—Evidence—Satisfaction of Judgment.

G. and the firm of C. & P. were respectively judgment creditors of one J., and G. accepted in satisfaction of his claim notes of J. indorsed by C. & P. for 60 per cent and J's unindorsed notes for 20 per cent more, and G'

judgment was assigned to C. & P. as security. C. & P. then undertook to supply J. with goods for which, as they claim, he was to pay cash. After a time C. & P. refused to give J. further goods, and recovered judgment against him on a demand note for a portion of their claim. Other judgment creditors of J. attempted to realize on his stock, and an inter-pleader order was issued in which C. & P. claimed to rank on the judgment of G. which had been assigned to them. The other creditors claimed that this judgment was satisfied, if not by the settlement with G. for 80 per cent, at all events by J's subsequent payments. C. & P. on the other hand claimed that these payments were all on account of the new supplies of goods for which J. was to pay cash. In his evidence on the trial of the interpleader issue, J. swore that the agreement to pay cash was only for one year, and after that all payments were to be on the old account. The payments were sufficient if so applied to satisfy G's judgment.

Held,—Affirming the judgment of the Court below, Gwynne and Patterson, JJ., dissenting, that the evidence was not sufficient to rebut the presumption that the payments were on account of the earlier debt.

Appeal dismissed.

Lash, Q.C., for appellants.

G. Davis and *G. Mills* for respondents.

OTTAWA, March 18, 1889.

Quebec]

GALARNEAU et al. *v.* GUILBAULT.

Title to Bridge—Appeal—R.S.C. ch. 135, Sec. 29 (b)—38 Vic. ch. 97—Statutory privilege to maintain Toll Bridge—Infringement—Damages.

By 38 Vic., ch. 97, the appellants, authorized to build and maintain a toll bridge on the River L'Assomption at a place called "Portage," were bound, "if the said bridge should by accident or otherwise, be destroyed, become unsafe or impassable, to rebuild the said bridge within the fifteen months next following the giving way of the said bridge, under penalty of forfeiture of the advantages to them by this act granted; and during any time that the said bridge should be unsafe or impassable, they should be bound to maintain a ferry across the said river for which they might recover the tolls."

The bridge was accidentally carried away by ice, but rebuilt and opened for traffic within fifteen months. During the reconstruction, although appellants maintained a ferry across the river, the respondent built a temporary bridge within the limits of the appellant's franchise, and allowed it to be used by parties crossing the river.

In an action brought by the appellants, claiming $1000 damages and praying that respondent be condemned to demolish the temporary bridge, on an appeal to the Supreme Court it was

Held,—1st, that as the matter in dispute related to the title of an immoveable by which rights in future might be bound, the case was appealable. R.S.C., ch. 135, sec. 29 b. 2nd, reversing the judgment of the Court below, that the erection of the respondent's bridge and the use made of it as disclosed by the evidence in the case, was an illegal interference with appellants' statutory privilege, but as this bridge had since been demolished the Court would merely award nominal damages, viz., $50 and costs.

Ritchie, C.J., and Patterson, J., dissenting.

Appeal allowed with costs.

Laflamme, Q.C., for appellant.

McConville, for respondent.

OTTAWA, March 18, 1889.

Quebec]

EVANS *v.* SKELTON et al.

Lease — Accidents by fire — Arts. 1053, 1627, 1629, C.C.

By a notarial lease the respondents (lessees) covenanted to deliver to the appellant (lessor) certain premises in the city of Montreal at the expiration of their lease, "in as good order, state, &c. as the same were at the commencement thereof, reasonable tear and wear and accidents by fire excepted."

The premises, used as a shirt and collar factory, were insured, the lessees paying the extra premium, and having been destroyed by fire during the continuance of the lease, the amount of the insurance money was received by the appellant.

Subsequently the appellant (alleging the fire had been caused by the negligence of the

respondents) brought an action against them for $9,084 being the amount of the cost of reconstruction and restoring the premises to good order and condition, less the amount received from the insurance. At the trial it was proved that respondents allowed the ashes of hard coal used in the premises to be put into a wooden barrel on one of the flats, but that slushy refuse, tea leaves, &c., were always poured into the barrel. The origin of the fire could not be ascertained.

Held,—Affirming the judgment of the Court of Queen's Bench for Lower Canada, M.L.R. 3 Q.B. 325, Sir W. J. Ritchie, C.J., and Taschereau, J., dissenting, that the respondents were not responsible for the loss under Art. 1629 C.C., as the fire in the present case was an accident by fire within the terms of exception contained in the lease.

Appeal dismissed with costs.

Macmaster, Q.C., for appellant.

Lacoste, Q.C., for respondents.

Quebec]

SHAW *v.* CADWELL et al.

Partnership—Liability—Art. 1867, *C.C.*

Held,—Affirming the judgment of the Court of Queen's Bench, M.L.R. 4 Q.B. 246, where one member of a partnership borrows money upon his own credit by giving his own promissory note for the sum so borrowed, and he afterwards uses the proceeds of the note in the partnership business of his own free will without being under any obligation to, or contract with, the lender so to do, the partnership is not liable for said loan. Art. 1867, C.C. *Maguire* v. *Scott*, 7 L.C. Rep. 451, distinguished.

Appeal dismissed with costs.

Robertson, Q.C., and *Falconer* for appellant.

Geoffrion, Q.C., and *Carter* for respondent.

OTTAWA, April 30, 1889.

Exchequer]

THE QUEEN *v.* CHARLAND.

Award of Arbitrators, increased by the Exchequer Court—Hearing of additional witnesses—Appreciation of the evidence—Appeal to Supreme Court—Weight of evidence.

In a matter of expropriation of land for the Intercolonial Railway, the award of the arbitrators was increased by the Judge of the Exchequer Court from $4,155 to $10,842 25, after additional witnesses had been examined by the Judge. On an appeal to the Supreme Court it was

Held,—Affirming the judgment of the Exchequer Court, that as the judgment appealed from was supported by evidence and there was no matter of principle on which such judgment was fairly open to blame, nor any oversight of material consideration, the judgment should be affirmed. Gwynne, J., dissenting.

Appeal dismissed with costs.

Hogg for appellant.

Belleau for respondent.

Exchequer.]

OTTAWA, April 30, 1889.

QUEEN V. VEZINA.

Expropriation of land—Damages—Injuriously affecting land taken—R.S.C. ch. 39, *sec.* 3, *sub-sec. E.—Farm crossings—R.S.C. ch.* 38, *sec.* 16.

A certain quantity of land belonging to V. was expropriated for the purposes of the Intercolonial railway, five arpents for the track and two arpents for a borrowing pit whence gravel for ballast is taken. V. made a claim before the Exchequer Court for the land taken and for injury by the severance of his farm and for damages. The Judge in the Exchequer allowed $100 per arpent for all the land taken.

On appeal to the Supreme Court,

Held, affirming the judgment of the Exchequer, that the land taken for the gravel, as ballast, there being no other market for the gravel, had been properly estimated at $100 per arpent as farm land.

In addition to the value of the land taken, the learned Judge of the Exchequer Court allowed for depreciation of the remainder one-third of its value, excluding the damages resulting to a portion of the land from the operation of the railway. On appeal it was

Held, reversing the judgment of the Exchequer Court, Gwynne, J., dissenting, 1st, that the words "compensation to be paid for any damages sustained by reason of anything done and by authority of R.S.C. ch. 39, sec. 3, sub-sec. E or any other Act respecting public works or government railways," in-

clude damages resulting to the land from the operation as well as from the building of the railway; 2nd, that the right to have a farm crossing over Government railways is not a statutory right, and that in awarding the damages the learned Judge should have granted full compensation for the future as well as for the past for the want of a farm crossing. R.S.C. ch. 38, sec 16.

Appeal allowed with costs.

Belleau, for appellant.
Angers, for respondent.

Exchequer.] OTTAWA, April 30, 1889.

GUAY v. THE QUEEN.

Appeal from the Exchequer Court—Expropriation for government railway purposes—Severance of land—Farm crossings—Compensation.

Where the land, expropriated for Government railway purposes, severs a farm, although the owner is not entitled to a farm crossing apart from contract, he is entitled to full compensation covering the future as well as the past for the depreciation of his land by the want of such a crossing, and as it does not appear by the judgment appealed from that full compensation has been awarded, the damages awarded by the Judge of the Exchequer Court should be increased by $100. Gwynne, J., dissenting.

Appeal allowed with costs.

Belleau, for appellant.
Angers, for respondent.

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*COLLET.**

There are some names which suggest to us a type, rather than the man himself. Cartouche is the robber *par excellence*; Mandrin is the brigand, the sovereign of the highway; the swindler and impostor is Collet.

Anthelme Collet was born on the 10th of April, 1875, at Belley, in the Department of Ain, of poor but reputable parents. His father, Jean Baptiste Collet, was a cabinet-maker, and his mother a seamstress. With these two employments and a small patch of land, the little family lived in comparative comfort, when, in 1793, the father enlisted and departed for the frontier, with the first battalion of Ain. He never returned, and his widow was reduced to a state of poverty bordering upon misery.

Anthelme, who was then nine years old, was received by his grandfather. His thieving propensities and his idleness soon made themselves manifest; he went roaming about the country, and showed a deep disgust for work of any kind. The grandfather, not exercising the best judgment, employed as a means of repression and correction, a vigorous application of the rod. Anthelme, after submitting a short time to this mode of punishment, one fine day ran away, but not without revenging himself by an act which demonstrated that there was in his young brain a remarkable fertility of expedients.

A general of the Republic, a neighbour of his grandfather, had warmly advised the use of the rod, and declared that nothing could be made of the young scamp except by means of the whipping post. Anthelme revenged himself in an original fashion. On leaving the village he was seized with the idea to go to the pastry cook's and order, in the name of General Martin Baton, twenty dozen small pies. That was not all; the wife of the general was *enceinte*. In his flight Anthelme visited all the nurses that he could find, and directed them to go at once to the house of the general. He did not neglect to solicit a small commission from each one for the good news he brought, and succeeded in making a considerable collection. There was all day, at the general's house, a procession of small pies and nurses, until the general was driven nearly wild.

The grandfather of Anthelme had had enough of his grandson, and an uncle, on his mother's side, consented to take charge of the boy. This uncle, the *curé* of Saint Vincent at Châlon-sur-Saone, was shortly after obliged to leave the country, having been refused the oath. He took the youngster to Italy.

After passing three years at the foot of the

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*From "Impostors and Adventurers," by H. W. Fuller.

Simplon, in Domo d'Ossola, the uncle went to Rome. His roguish nephew had grown up in happy idleness and the grossest ignorance.

Appointed almoner of François de Bernis, the Archbishop of Albi, the uncle took up his residence in Florence. There he endeavored to make something of Anthelme. He provided a writing-master for him, and sent him regularly to the convent to take lessons in church music. This was what the worthy man considered a complete education.

When the Concordat again raised the altars in France, and the exiles once more found a home there, the two returned to Belley. Anthelme was, by common accord, recognized as the most ignorant fellow who had ever assisted in a mass.

Another uncle, a military officer, decided that the only means of making a man of this great boy—then nearly sixteen years old—was to put him into the army. This uncle commanded a battalion, and succeeded in having his sad nephew admitted to the military school.

Arriving at Prytanée, as the military school was then termed, Anthelme Collet found a protector in an old friend of his uncle's, a M. de Saint Germain, a retired officer. At the end of the second month Collet was a corporal; the fifth month he was a serjeant. At the expiration of ten months at the school, he passed an examination, and left as a second lieutenant, leaving the others struggling for the place which he had so rapidly attained.

The new lieutenant was assigned to the 110th Regiment of the Line, stationed at Brescia. Joining the corps, he showed himself to be, what he had always been from his youth, an incorrigible idler. Military life wearied him, and the remembrance of the happy *far niente* of his childhood inspired him with an ardent longing for an ecclesiastical career; a black robe meant to him nothing to do and plenty to eat. These regrets and these desires caused him to frequent a convent of the Capuchins of Saint Joseph, whose Superior he gained over by his hypocritical pretensions. He found there, in the leisure moments of his military life, a kind reception and a good table. The *Capuchin Officer* was the name given to Collet, in his regiment.

But his pleasures were brought to an unexpected end by an order to depart to Boulogne. Up to this time his only experience of military life had been in a garrison. He was ordered to Fondi, a little village in the Neapolitan States, and near the town of Gaëte, which the French army was then besieging. There, for the first time in his life, he was under fire, and this first experience resulted in a slight wound, from a shell, in his right side. Collet, who, since the thrashings administered by his grandfather, had conceived for violence the hatred of a Quaker, began to reflect seriously upon his profession, whose most evident profits seemed to be holes in the body. He philosophized so long and so well as he lay upon his bed in the hospital, that he decided to quit at once this brutal employment. He exaggerated his sufferings to such an extent that they were obliged to leave him in the hospital of Saint Jacques, at Naples, when the evacuation took place.

In the recollections of his life, given by Collet himself, dates do not abound; but it is easy to determine that of his sojourn in Naples. It must have been during the first year of the reign of Joseph Bonaparte, that is, in the year 1806, the year of the siege of Gaëte. So, at this time, Collet was twenty-one years old. Twenty-one, and an officer! Under Napoleon! This was glory; it was life! For Collet it was fatigue and danger. The man thought only of means of deserting. Seized with a sudden return of his longings for a religious life, he made known his scruples to an honest Dominican, the chaplain of the hospital, and so worked upon him by his mummeries that the good man resolved to assist him in escaping from this damnable occupation. "Recover rapidly," said the priest, "and I will undertake to rescue you, quietly, from this unworthy profession."

Recovery was not difficult; but Collet could not carry out his desires without means. Chance provided them. In the same chamber with the saintly Anthelme, a commander of a battalion, who had been wounded at the siege of Gaëte, lay dying.

Perceiving that his last hour had come, the officer motioned to Collet to approach him. How could he fail to have confidence in this young, fresh face! The dying man chose him for a confidant of his last wishes. Raising himself painfully in his bed, he reached his hand under the pillow, and drew out the picture of a woman, to which he applied for the last time his pallid lips; a portfolio filled with *souvenirs* of love and family papers; a gold watch and a purse, all that he possessed in the world. He gave them all, with his cross, to the young man, murmured the woman's name and address in his ear, and expired.

Collet, whose natural instincts were awakened, examined the gold watch — a beautiful repeater;—he opened the purse, and found in one side one hundred and sixty-five louis, a six-franc piece, and fifteen sous; in the other, two rings, one of which contained a large brilliant. The eyes of the wretch sparkled: he had found his means. He put the purse in his pocket, the watch in his vest, and determined to forget the name and address given him by the dying man.

Made happy by this sacred deposit, so readily misappropriated, Collet thought only of abandoning his profession. This was, indeed, the greatest service he could render the French army. Accompanied by his Dominican, he went secretly to the shop of an old clothes man, and exchanged his uniform for a citizen's dress, and departed for Caserte.

[To be continued.]

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 13.

Judicial Abandonments.

Gélinas & Paquette, grocers, Montreal, July 9.
Napoléon Mercier, Lévis, July 2.

Curators appointed.

Re Hélarie Bachand, carriage-maker, St. Césaire.—J. O. Dion, St. Hyacinthe, curator, July 10.

Re Honoré Carrier.—G. E. Roy, Lévis, curator, June 27.

Re T. J. Claxton & Co.—P. S. Ross, Montreal, curator, July 10.

Re Désilets & De Grandpré.—T. Béliveau, St. Wenceslas, curator, July 3.

Re A. Gaudet & Co.—C. Desmarteau, Montreal, curator, June 28.

Re Israel Goldenstein, St. Polycarpe.—J. McD. Hains, Montreal, curator, July 8.

Re E. M. Matthews (Mrs. H. W. Jewitt), Montreal.—J. L. Ross, Montreal, curator, July 2.

Re E. Patry, Montreal.—Kent & Turcotte, Montreal, curator, July 10.

Dividends.

Re Joseph Fortin.—First and final dividend, payable July 31, C. Desmarteau, Montreal, curator.

Re O. E. Gagnon, trader, Baie St. Paul.—First and final dividend, payable July 30, H. A. Bedard, Quebec, curator.

Re Legendre & Leblanc, traders, Kamouraska.—Second and final dividend, payable July 30, H. A. Bedard, Quebec, curator.

Separation as to property.

Demerise Croteau vs. François Pelletier, contractor, Montreal.

Martha Gauntlett vs. Thomas Henry Turton, agent, Montreal, July 2.

Marguerite Gauthier vs. Honoré Carrier, trader Lévis, July 5.

Vitaline Tremblay vs. Joseph Amyot, contractor, March 28.

Cadastre deposited.

Village of Hebertville, registration division of Chicoutimi, No. 2, August 1.

GENERAL NOTES.

Circumstantial Evidence.—A student said to a distinguished lawyer one day, "I cannot understand how circumstantial evidence can be stronger than positive testimony." "I will illustrate it," said the lawyer. "My milkman brings me a can of milk, and says, 'Sir, I know that this is pure milk, for I drew it from the cow, washed the can thoroughly, strained it into the can, and nobody else has handled it.' Now, when I take the cover from the can, out leaps a bullfrog. Surely, the frog is stronger evidence than the man!"

Expedition v. Neatness.—In the last century, a baron of the Exchequer, who clothed an excellent head, and honest heart, rather too negligently, met with no ill-timed sarcasm from a learned serjeant, who had made the court wait one morning on the circuit. On his taking his place, the baron, who sat as judge, observed rather sharply: Brother, you are late, the court has waited considerably. Serjeant—I beg their pardon: I knew not that your lordship intended sitting so early; the instant I heard your trumpets I dressed myself. Baron—You were a long while about it! Serjeant—I think, my lord (looking at his watch), not twenty minutes. Baron—Twenty minutes! I was ready in five after I left my bed. Serjeant—In that respect my dog Shock distances your lordship hollow; he only shakes his coat, and fancies himself sufficiently dressed for any company.