The Legal News.

VOL. II. MAY 31, 1879. No. 22.

NON-RESIDENT PLAINTIFFS.

Article 120 of the Code of Procedure requires that a power of attorney from the plaintiff shall be produced if he does not reside in the Province. In the case of *McLaren* v. *Hall*, noted in the present issue, the question was raised whether such authorization was necessary where the action was accompanied by a *capias*, and the issue of the writ was obtained on the plaintiff's affidavit. Mr. Justice Rainville decided that under these circumstances there was no occasion for a power of attorney from the plaintiff to show the authority for the proceedings.

A BISHOP IN COURT.

The Bishop of Oxford, having had occasion in a recent case to appear in person before the English Queen's Bench Division, feels aggrieved at the interruptions to which pleaders are subject by the members of the Court. In a letter addressed to the Archdeacon of Berkshire, his lordship says :—

"I shall not trouble you with a record of my personal experience as a suitor in a court of law. If it were my business to write, after the style of our forefathers, an account of a stranger's visit to the temple of justice, I should have to say that I observed the manners and customs not without surprise. It might have been expected that its venerable guardians would listen unmoved to the suitors' addresses; and that it would be impossible to penetrate within the veil of dignfied reserve which concealed the bias of their minds. On the contrary, vivacity and candour were the characteristics which I chiefly admired in the sages of the law. I noticed their benevolent desire to instruct the advocates, and to convince them of their errors—a benevolence which led them even to sacrifice the opportunity of informing themselves more fully about a branch of jurisprudence naturally unfamiliar to them. They gave no countenance to the idle hopes of success which advocates on the opposite side might have entertained; nor did they encourage the vanity which makes a fond speaker anxious to present his argument in a connected form. In all seriousness I must record my impression—an impression not peculiar to myself—that it was almost impossible to present a connected argument under the constant shower of interruptions from the bench to which each speaker, on one side at least, was subject."

The habit of interruption on the part of the bench is not to be commended, but it must be observed that the practice of preaching sermons accustoms the clergy, perhaps a little too much, to having their say unchecked and uninterrupted. The style of address encouraged by pulpit exercise has always been apparent when clergymen have assembled for the first time in synodical session, and some traces of the same thing are usually more or less obvious in ecclesiastical conferences. It is difficult to define the limit within which the Court may interfere with the argument of counsel, but excess of interruption is probably the more common failing. Some great judges have been notorious offenders in this respect, while very few have been reproached, like Lord Eldon, for encouraging prolixity by the patience with which they listened to both sides.

BANKRUPTCY IN SIAM.

The following extract, from "Neale's residence in Siam," has been sent to us by a correspondent *apropos* of the recent discussions concerning insolvency legislation, and is recommended by him to the consideration of all interested in settling as good a bankruptcy law as possible :—

"Most of the commercial transactions of the Merchants residing at Bangkok amongst themselves and with known and respected residents, are upon the system of *Tic*, or credit, for longer or shorter periods.

"Wholesale purchasers are allowed to have a year's time to liquidate the amount, paying the sum in quarterly instalments, and the shortest credit given is forty days.

"This system of traffic is very detrimental to European Merchants, who experience the greatest difficulty in recovering debts due to them when the period of payment arrives; and fraudulent bankruptcies are by no means of unfrequent occurrence.

"Mr. H——was obliged to employ several men who acted as commercial spies upon the debtors of the firm, and gave timely notice of anything approaching to a shut up. On such information being obtained, the measures adopted were stringent and immediate; the debtor was seized before he had the slightest inkling of his roguery having been discovered; his house, goods and chattels were taken possession of by the distraining creditor, and he himself borne off to the palace of justice, where he was immediately made to undergo every torture that human invention could inflict, till he was at length very lothfully forced to confess the exact amount of treasure he possessed, a confession which usually led to the discovery of the rogue having accumulated far greater wealth than what was necessary to liquidate his debts, but which he had skilfully concealed, in the hopes of at some future period being enabled to quit the kingdom with his ill-gotten wealth."

NOTES OF CASES.

SUPERIOR COURT.

Montreal, May 21, 1879.

(In Chambers).

RAINVILLE, J.

MCLAREN v. HALL.

Absent Plaintiff—Art. 160 *C. C. P—Power of Attorney not required where capias issues on Plaintiff's affidavit.*

The plaintiff, residing in Ontario, caused the defendant, residing in Montreal, to be arrested on a writ of *capias ad respondendum* issued on the plaintiff's affidavit. The defendant filed a petition for security for costs and for production of power of attorney.

The Court held that, the only reason why a power of attorney is required from a non-resident plaintiff being to show that the suit is authorized by the plaintiff, it is not necessary where the proceedings have been begun upon the plaintiff's affidavit.

Petition granted as to security for costs, but rejected as to power of attorney.

Trenholme & Maclaren for plaintiff.
Kerr & Carter for defendant.

Montreal, April 30, 1879.

JOHNSON, J.

GLOBENSKY v. C. E. T. DE MONTIGNY.

Attorney and Client—Professional Services.

JOHNSON, J. This is an action against the maker of a promissory note amounting to $218.40 and interest at 8 per cent. Pleas, compensation and extinction of debt by professional services. The evidence shows that services were rendered; and services of considerable value, and they must be paid for. The plaintiff employed two attornies, Mr. Champagne and the defendant, and he requested Mr. Champagne to secure the defendant's services, which he did; but the Government, which was the unsuccessful party and had to pay the costs, looked on Mr. Champagne as the attorney of the successful party (the plaintiff here), and paid Mr. Champagne and refused to recognize the defendant. I have attentively considered the evidence. Mr. Champagne got some $300. There is positive evidence that the defendant's services were worth as much. The plaintiff himself, examined as a witness, says that he was astonished to hear that the defendant had an account against him, because he thought he would have been paid by the Government. This is a clear admission of the services, and the client cannot escape from his liability to pay for such services, merely because he cannot recover them from the unsuccessful party. Judging this case strictly by the evidence, the plea of compensation is made out. The courts of this country have in many cases given a recourse to the attorney against his client for his services, and here there is no doubt that the defendant's services, from his position, had a peculiar value; and, more than that, I think I see evidence that this note, which was a renewal of a previous one, was expected by the parties to be paid in this manner. I therefore maintain the plea to the extent of the action, which is in consequence dismissed with costs.

DeBellefeuille & Turgeon for plaintiff.
Trudel, DeMontigny & Charbonneau for defendant.

DUMOULIN v. DUMOULIN et al.

Alimentary Pension—Art. 171, *C.C.*

JOHNSON, J. The plaintiff, 86 years old, sues

his children for *aliments*: that is, he sues his two daughters and their husbands; and they call their two brothers into the case. The only points are, what will suffice to support this poor old man, and what are the means of the defendants? for they are to pay each according to his means. These two new defendants are proved to be very poor; and, indeed, it is always a very difficult thing to do justice in these cases, for though a *habitant* may be able and willing to share his house and his table with his father, he is not always able to find money. These two defendants, the two Dumoulins, however, do not bring themselves within the Article 171 by showing that they are unable to pay an alimentary pension. The plaintiff has a small pension of $20 as an old militiaman, and the children evidently cannot agree how much each is to contribute. I will make no difference between them. There is actually evidence that $3 a month is sufficient to be contributed by all of them together, and one of the Dumoulins in fact took the old man into his house sooner than contribute 50c. a month. Judgment for $1 against each.

Prevost & Co. for plaintiff.

Ouimet, Ouimet & Nantel, for defendants.

VEZINA v. LEFEBVRE et vir.

Femme Séparée—Authority to contract for her business.

JOHNSON, J. The plaintiff as having bought the outstanding debts due to a bankrupt estate, sues the defendant, Dame Hermine Lefebvre, and describes her in the writ as a *femme séparée de biens et ci-devant marchande publique*. Her husband is also joined in the action for the purpose of authorizing her. The object of the action is to recover some $1,021, afterwards reduced by a retraxit, and alleged to be due under dealings between the female defendant and the insolvent. The plea is that she never was a *marchande publique*, and never was engaged in any business for which the two notes which form part of the claim against her could have been given, but that her husband, on the contrary, carried on the business, and got the goods; and the notes were obtained by false pretences. This is a pretty sweeping sort of defence; but it is perfectly conclusive, if it is true. The declaration is not in the strict form that we used formerly to exact; but it is intelligible. She is sued by the description in the writ of "*Hermine Lefebvre ci-devant marchande publique et actuellement bourgeoise.*" Then the declaration does not say in express terms that she *was* a *marchande publique* when she bought; but only that among the accounts due to this insolvent estate, and which the present plaintiff has a right to collect, is one against this lady for merchandise and effects sold and delivered by Guillemette the insolvent, or consigned to her for the purposes of her commerce, and which she has promised to pay. If she had been sued alone in the quality of *marchande publique*, and wished to deny it, she ought to have done so by an exception *à la forme;* but she is not sued as a *marchande publique* now, but only as a *femme séparée*, and with her husband along with her to authorize her; and it is only meant that she contracted as a *marchande publique* at the time she had these dealings, which she properly denies by a plea to the merits. I think the allegation in the declaration, that she got these goods for her trade, must be held to be sufficient under our system, and the only question will be one of evidence. There has been a very long *enquête*, but principally about matters not properly in issue, such as the means used to acquire the plaintiff's title to this account, and the amount paid, and so on. There are also one or two facts, such as the circumstances under which the store at St. Henri and the business at Kamouraska were carried on, that require attention; but the result, I have no hesitation in saying, ought to be in favor of the plaintiff. The proof carries no conviction to my mind that the dealings of Guillemette were with the husband, and not with the wife; on the contrary, it only serves to show me how difficult it is to make such a thing appear plausible. As to the principle of law applicable to the case, when a wife carries on business as *marchande publique*, and is at the same time *commune en biens*, the husband is of course liable as well as she, and that is the principle deducible from the articles 234, 235 and 236 of the Custom of Paris, and not as was erroneously argued, that in the case of a *séparation de biens*, as there is here, the husband's meddling with her separate business would impair her liability. Besides these considerations, there is distinct proof of a promise by the female defendant to pay the whole debt in weekly in-

stalments. As to the authority of the husband, it is presumed in such cases, and the article 179 of our Code says expressly that the *femme séparée* requires no express authority for what concerns her own business. Judgment for $928, interest and costs.

Thibault for plaintiff.

Doutre & Co. for defendant.

COURT OF REVIEW.

MONTREAL, May 22, 1879.

MACKAY, TORRANCE, PAPINEAU, JJ.

Resignation of Judge—Cases en délibéré.

MACKAY, J., said there were a number of cases *en délibéré* in which Mr. Justice Loranger had sat. Since then the resignation of the honorable judge had been accepted. Unless counsel could suggest some other way, it seemed that the *délibéré* would have to be discharged in these cases, in order that they might be re-heard before three judges.

S. Bethune, Q.C., said as he had no doubt the cases would have to be reheard, he would ask that the cases in which he was concerned be discharged.

The Court discharged the *délibéré*.

MONTREAL, April 30, 1879.

JOHNSON, MACKAY, PAPINEAU, JJ.

DUFOUR dit LATOUR, v. BEAUGRAND dit CHAMPAGNE.

[From S. C., Joliette.

C. C. P. 42—*Jurisdiction—Acquiescence.*

JOHNSON, J. This is a judgment rendered *ex parte* against the defendant in the District of Joliette, he having been brought into that jurisdiction while on ordinary principles he ought to have been sued in the District of Richelieu, because there was an alleged cause of recusation against the judge of Richelieu. Art. 42, *Code de Procedure* authorized this proceeding; and the defendant appeared, and though fully apprised by the declaration of the reason of this aberration of jurisdiction, and though put under a rule to plead, does not choose in any way to except to the jurisdiction of the Court. He now pretends that the Court was without jurisdiction; but we think he is clearly wrong. If he had not appeared, the fact that gave jurisdiction would have had to be proved; but having appeared and even proceeded under an *inscription en faux*, not only without questioning the authority of the Court, but expressly invoking its authority by asking to have the obligation declared false, he is bound by the judgment.

Judgment confirmed.

Godin & Go., for plaintiff.

C. A. Champagne for defendant.

ROBINSON v. BOWEN.

[From S. C., St. Francis.

C. C. P. 477—*Renunciation of Judgment—Costs.*

JOHNSON, J. The defendant in this case inscribes for review, but the question is merely one of costs, as the plaintiff, after the inscription, has renounced his judgment. The plaintiff can of course renounce under article 477, but to avoid costs he should have done this before the other party was forced to come here. The plaintiff's position now is the same as it was before the judgment, that is to say, the defendant has a right to get his costs below and here also. Therefore, the judgment here is simply to grant *acte* of renunciation and condemn to payment of costs.

Ives & Co., for plaintiff.

Hall & Co., for defendant.

SUPERIOR COURT.

Montreal, May 28, 1879.

TORRANCE, J.

Ex parte ALFRED MORIN, Petitioner for certiorari, and J. B. MARION, plaintiff in Court below.

Conviction—Certiorari—Omission to serve Copy of Warrant—Defect of Form.

This case was before the Court on an application for a writ of *certiorari*. The petitioner was convicted of an assault by C. A. Dugas, Esquire, Police Magistrate, on the 20th November, 1878. The conviction took place under 32 and 33 Vict. cap. 20, s. 43 (Canada). The affidavit of circumstances complained that the Magistrate issued his warrant for the arrest of petitioner under 32 and 33 Vic. cap. 31, s. 6, without causing a copy of the warrant to be served at the time of the arrest.

PER CURIAM. The counsel for the Crown has cited Sections 71, 73 in support of the conviction, even assuming that a copy of the warrant should have been and was not served upon the petitioner. Section 71 says, in effect, that no conviction shall be quashed for want of form or be removed by *certiorari*, &c., and Section 73 says that when the defendant has appeared and pleaded, and the merits have been tried, "such "conviction shall not afterwards be set aside or "vacated in consequence of any defect of form "whatever." Mr. De Montigny, in a forcible argument in support of the application for the writ, has contended that the omission to serve the copy of the warrant was not a mere matter of form, but of execution.

I would remark in connection with this, that it does not appear that this preliminary matter was pleaded before the Magistrate, and, according to our procedure, C. C. P. 119, the appearance of the party and pleading to the merits are a waiver of nullities connected with the non-service of the writ. The affidavit of circumstances is silent on this point. I have no right to order the issue of the *certiorari* unless it is made to appear to me that gross irregularities are in the proceedings, and that there is reason to believe that justice has not been done. I do not consider that the affidavit discloses sufficient to justify me in ordering the writ of *certiorari* to issue, and I therefore dismiss the petition.

De Montigny for Petitioner.

F. X. Archambault, Q.C., for the Crown.

ROBERTSON v. MARLOW, and FAIRVER, Opposant.

Opposition—Election of Domicile.

The plaintiff moved that opposant be ordered to file his exhibits, reference to them being necessary in order to prepare his contestation. The opposant objected that the motion was served, not at his office but at the prothonotary's office.

TORRANCE, J., said that the opposant had made no election of domicile, and consequently service was properly made at the prothonotary's office.

Motion granted.

P. M. Durand for plaintiff.

Magloire Desjardins for opposant.

DALTON v. DORAN, and MANSFIELD, T. S.

Security for costs on proceedings after Judgment.

TORRANCE, J. Defendant moved that plaintiff be held to give security for costs. The plaintiff answered that he had done so already. This was true; but the first security had reference to costs up to judgment, whereas the present proceedings, as to which security for costs was asked, were proceedings subsequent to judgment, and not covered by the original security. The motion for security would therefore be granted.

F. L. Sarrasin for plaintiff.

Augé & Laviolette for defendant.

HON. D. A. ROSS *pro Reg.* v. CITIZENS' INSURANCE COMPANY.

Demurrer — Allegation in alternative form.

TORRANCE, J. A demurrer was filed by defendants to the declaration, alleging that important allegations of the declaration, charging the defendants with responsibility arising out of the default of the late Sheriff—"want of integrity, honesty or fidelity, or by the negligence, default or irregularity of the said late Charles A. Leblanc, &c."— are put in the alternative. This was true, and it was exceedingly objectionable; but at the end of the declaration there was an allegation in the conjunctive form, which might or might not cover the defect in the preceding portion of the declaration. The demurrer would be dismissed, but without costs, and the Court would suggest to the plaintiff whether it would not be better to amend the declaration.

E. C. Monk for plaintiff.

Abbott, Tait, Wotherspoon & Abbott for defendants.

ROBILLARD v. SOCIETÉ CANADIENNE FRANCAISE DE CONSTRUCTION DE MONTRÉAL.

Pleading—Defendant's interest—Answer in Law.

The action was instituted by the plaintiff as *cessionnaire* of certain shares in the defendant's society, to be allowed to withdraw the amount due on the shares under the rules of the society.

TORRANCE, J. The defendant by a first plea said that plaintiff was a mere *prête-nom*, and that he holds the shares with regard to which he

sued the society as representing another party. The plaintiff had demurred to this, "attendu que la question de droit du demandeur est indépendante et étrangère au fait que cette action soit exercée par lui comme prête-nom, et ne peut motiver aucune exception en droit en réponse à l'action du demandeur," and the Court considered that the *réponse en droit* should be maintained.

R. & L. Laflamme for plaintiff.

M. E. Charpentier for defendants.

ROLLAND v. CITIZENS' INSURANCE AND INVESTMENT Co. and LAJOIE, Plff. *par rep.*

Amendment of Declaration—Costs.

The plaintiff *par reprise* moved to be permitted to amend the declaration.

TORRANCE, J., said that the case had been a a long time before the Courts, the action having been instituted as far back as 1869. There had been a jury trial in which the plaintiff got a verdict, and the verdict was maintained in review; but in appeal the judgment was reversed on the ground that the issues were not as large as they ought to be. The plaintiff was now of opinion, and rightly, that his declaration did not cover all the ground it ought to cover, and he made a motion to be permitted to amend. The question was what costs ought to be allowed. The defendant succeeded in appeal, and by the amendment a new issue would be raised. Under the circumstances it was proper that the plaintiff should pay the costs of the contestation, including the costs of the jury trial. Motion granted, subject to payment of costs as above.

Archambault & David for plaintiff.

Abbott, Tait, Wotherspoon & Abbott for defendants.

MILLOY v. FARMER et al.

Affidavit that Signature to Note is Forged—145 *C. C. P.*

Motion by defendant to be allowed to file two pleas, and that the foreclosure be removed.

TORRANCE, J. As regarded one of the pleas, it was not supported by affidavit, and the motion could not be granted. With regard to the other, there was an affidavit charging that the signature to the note was not the signature of the defendant. But 145 C. P. requires the allegation of the forgery of the note in question to be made in certain specific terms. The plea is to be supported by affidavit in certain words. These words were not found in the present affidavit, and therefore the application could not be granted.

Quinn for plaintiff.

Duhamel, Pagnuelo & Rainville for defendant.

MARTIN v. FOLEY et al.

Costs of Dilatory Exception, where Security is put in and power of Attorney filed, must abide final judgment.

The case came up on the merits of a dilatory exception, requiring a power of attorney to be filed by an absentee plaintiff who lives out of the jurisdiction of the Court, and also that security for costs be given.

TORRANCE, J. Since the exception had been filed, security had been given, and the power of attorney from the plaintiff produced. The only question was as to the costs of the exception. The practice of the Court had been to order that the costs of the exception should abide the final issue of the suit. Under this rule, the dilatory exception would be overruled, costs to abide the final judgment on the merits.

Macmaster & Co. for plaintiffs.

A. & W. Robertson for defendants.

NOTE.—Compare *Symes et vir* v. *Voligny*, 22 L. C. Jurist, p. 246.

NEW PUBLICATIONS.

DESTY'S SHIPPING AND ADMIRALTY—A Manual of the Law relating to Shipping and Admiralty as determined by the Courts of England and the United States. By Robert Desty, author of "Federal Procedure," "Federal Citations," "Statutes relating to Commerce," "Navigation and Shipping," etc. San Francisco: Sumner, Whitney & Co., 1879.

This work, which is issued in the form of a pocket volume, bears such evidence of careful compilation and thorough examination of the subject, that we imagine it will become a treasured companion wherever admiralty law is studied or practised. It is arranged in nine-

teen chapters, entitled Power to Regulate Commerce; Registry, Enrollment, and License of Vessels; Owners; Sale and Transfer; Liens; Bottomry; Master; Seamen; Charter-Party; Bill of Lading; Carriers; Freight; General Average; Salvage; Towage; Pilotage; Wharfage; Collision; Prize. The auther states that he has endeavored to put the results of his labors into the smallest space, with the most convenient arrangement, and the volume before us bears handsome evidence to the success which has crowned his efforts.

THE EGYPTIAN DEED.

Many readers of the LEGAL NEWS have probably never seen that interesting relic of antiquity, the Egyptian Deed. The authenticity of the document is maintained in an article in the *North American Review* for October, 1840, p. 313. The following note from the eleventh edition of "Kent's Commentaries" is a concise summary of the article:

"In the *North American Review* for October, 1840, p. 313, there is given a copy of an Egyptian deed in the Greek language, and under seal, *with a certificate of Registry in a public office annexed*, and executed in the year 106, B. C., or more than a century before the Christian era. It was written on papyrus, and found deposited, in good preservation, in a tomb in Upper Egypt, by the side of a mummy (probably that of Nechutes, the purchaser), and contains the sale of a piece of land in the city of Thebes. It has the brevity and simplicity of the Saxon deeds, so much commended by Spelman. It gives the names and titles of the sovereigns in whose time the instrument was executed, viz., Cleopatra, Ptolemy, her son, surnamed Alexander. It describes with precision the ages, stature and complexion, by way of identity, of each of the contracting parties, as, for instance, Pamonthes, one of the male grantors, aged about forty-five, of middle stature, dark complexion, handsome person, bald, round-faced, and straight-nosed. Semmuthis, one of the female grantors, aged about twenty-two years, of middle size, yellow complexion, round faced, flat-nosed, and of quiet demeanor.' It then goes on to state that the four grantors (two brothers and two sisters) have sold out the piece of land belonging to them in the southern part of the Memnonia, eight thousand cubits of vacant ground, one-fourth part of the whole. The bounds are on the south by the Royal street; on the north and east by the land of Pamonthes, and Boker of Hermis, his brother, and the common land of the city; on the west by the house of Tephis, the son of Chalomn; a canal running through the middle, leading from the river. These are the abutters on all sides. Nechutes the Less, son of Asos, aged about forty years, of middle stature, yellow complexion, cheerful countenance, long face and straight nose, with a scar upon the middle of his forehead, has bought the same for one talent of brass money; the vendors being the actual salesman and warrantors of the sale. Nechutes, the purchaser, has accepted the same."

The learned annotator adds: "There seems to be no doubt of the authenticity and age of the instrument in the minds of the distinguished German, French and English scholars and profound antiquaries, who have studied the subject, or by the learned author of the article in the *North American Review*, and is one of the most curious and interesting legal documents that has been rescued from the ruins of remote antiquity."

It will be noticed that the ancient deed, executed over a century before the birth of Christ, contains a certificate of its registry in a public office. The practice in this respect in the nineteenth century adopts and re-affirms a practice conceived and prevalent in the dreamy days of the Egyptian Commonwealth, where history dwindles into fable and shadow.

CURRENT EVENTS.

ENGLAND.

ACTIONS FOR BREACH OF PROMISE OF MARRIAGE.—Mr. Herschell has carried in a modified form in the English Commons, his bill to restrain actions for breach of promise of marriage, the action being restricted to cases where actual pecuniary loss has been occasioned. The author of the bill occasioned some merriment by the humorous manner in which he pointed out that it is impossible in such cases for a man to expect justice to be done him by the jury. In future, unless ladies can show that they have suffered pecuniary loss through the faithlessness of their wooer, they must seek some

other salve for their wounded feelings than substantial damages. The ingenuity of lawyers will now be employed in showing that pecuniary loss has been inflicted upon their clients, and if any forecast may be made from past experience, they are tolerably certain to have the juries on their side.

MARRIAGE WITH DECEASED WIFE'S SISTER.—On the 6th May the Prince of Wales presented a petition in the House of Lords in favor of the bill for legalizing marriage with a deceased wife's sister. The petition was numerously signed by the Norfolk farmers. The Prince spoke a few words in support of the bill. A correspondent observes, with regard to this unusual occurrence :—"Something like a sensation was caused by the participation of the Prince of Wales and the Duke of Edinburgh in the division in the House of Lords upon the bill for legalizing marriage with a deceased wife's sister. It is the popular idea that etiquette forbids the royal princes from availing themselves of their political privileges as peers; and a serious difficulty would be created if they were to take part in debates or divisions upon questions of high importance. Lord Houghton's speech was very able and well reasoned, but all the Bishops except one were on the other side, and the Bishop of London spoke against the measure with a degree of acrimony which was equalled only by Lord Cranbrook. However, the bill was lost by a majority of twenty, which considering the state of parties in the Upper House and the hostility of the sacerdotal element, is equivalent to a victory. In another year or two, the bill will take its proper place in the Statute Book, and it is perfectly incomprehensible why it has been so strenuously resisted since 1834, when Lord Lyndhurst passed an Act which legalized all marriages which had then been contracted. The opposition of the Established Church is, of course, the secret of the obstinate and hitherto successful resistance, but the influence and example of the Prince are quite sufficient to neutralise that. Many of the Peers who stand up for the majesty of royalty and the constitutional idea, are puzzled what to make of the Prince's unexpected *début* as a legislator, and various opinions are expressed in less lofty circles as to the expediency of such a step."

CANADA.

KNIGHTHOOD.—His Excellency the Governor-General held an investiture of the Most Distinguished Order of Saint Michael and Saint George at Montreal on the 24th May, when, by command of the Queen, the following Gentlemen were created Knights Commander of the Order :—

The Hon. Samuel Leonard Tilley, C.B.; The Hon. Alexander Campbell; The Hon. Charles Tupper, C.B.; The Hon. William Pearce Howland, C.B.; The Hon. Richard John Cartwright; The Hon. Sir Narcisse Fortunat Belleau.

GENERAL NOTES.

CHARLES O'CONOR.—Charles O'Conor, whose illness some three years ago was expected to prove fatal, and whose recovery was one of the most remarkable on record, is now said to be in the enjoyment of good health. His illness was of such a nature as to prevent him taking nourishment except with the aid of surgical appliances. He is one of the most distinguished members of the New York bar, with which he has been connected for more than half a century. He is a native of the city of New York, and owes his high position to his own efforts. His struggle was a hard but a persevering one, which regarded no defeat, and he had reached middle age before he considered himself well enough established to assume the expenses of married life. When he did marry, the union proved unhappy, and a separation took place. But so quietly had this whole experience been passed through, that few persons were aware that Mr. O'Conor had ever swerved from the straight line of bachelorhood until his wife's death was published in the papers.

GOOD FRIDAY.—Lord Mansfield having expressed his intention of proceeding with certain business on the Friday following, was reminded by Sergeant Davy that it would be Good Friday. "Never mind," said the Judge, "the better day, the better deed." Your Lordship will do as you please," said Davy, "but, if you *do* sit on that day, I believe you will be the first judge who did business on Good Friday since Pontius Pilate."