The Legal News.

Vol. XIV. AUGUST 15, 1891. No. 33.

An Act (54 and 55 Vict., ch. 23) passed by the Imperial Parliament during the last session, makes an important change in the law with reference to juvenile offenders who through some offence, attributable perhaps to their surroundings, find themselves inmates of a reformatory school. The Act provides in effect that if a youthful offender detained in or placed out on license from a reformatory or industrial school conducts himself well the managers of the school may, with his own consent, apprentice him to, or dispose of him in, any trade, calling, or service, or by emigration, notwithstanding that his period of detention has not expired, and the apprenticing, &c., is to be as valid as if the managers were his parents. By a proviso the consent of the Secretary of State is made necessary where the child is to be disposed of by emigration, and in any case, unless he has been detained for twelve months.

Dr. Abbott, late Head Master of the City of London School, on page 86 of a recent work "Philomythus," furnishes the following definition of legal proof:—"What is 'legal proof?' It is simply proof of the ordinary kind, by evidence direct and indirect, but stronger and stricter. Legal proof, being seldom required except where facts are affirmed and denied by interested parties, requires (in a greater degree than ordinary proof) that the evidence shall be deliberate, hence the use of the oath; free from exaggeration or misunderstanding, hence the rejection of hearsay evidence; consistent and truthful, hence the demand that every witness shall undergo cross-examination; free from suspicion, hence the preference of evidence as to character (and even of evidence as to facts) coming from witnesses who have no interest one way or the other, in the ultimate decision. Occasionally, in the excessive desire to serve order, law has unfairly favored despotism, and in the excessive desire to be fair to the accused it has foolishly excluded evidence that might have fairly helped the accused. But, on the whole, it may be said that legal proof is of the same kind as ordinary proof, only superior in degree."

The English Parliament, in its last session, passed an Act by which for the first time an imputation on a woman's chastity is made actionable without special damage.

Lord Bramwell, in a letter to the *Times*, complains bitterly of habitual unpunctuality on the part of the Brighton Railway Company, which he asserts to be, on a certain branch line, "constantly after their time from causes which they know will make them so." The learned judge has even "thought of an indictment of the directors for obtaining money under false pretences," but sees "some technical difficulties in the way."

The licensing justices who appeared by counsel in defence of their decision in *Sharp* v. *Wakefield*, and who were sustained by the House of Lords, found themselves in a difficulty as to costs. Probably because it was impossible to recover from the other side they incurred a liability of £550. Sir Wilfrid Lawson, himself a justice of the peace, took up the matter, and the result of his appeal was that the amount was quickly subscribed. The position of a justice would be rather a disagreeable one, if obliged to liquidate costs out of his own pocket, while maintaining a principle of the greatest public importance. The decision in *Sharp* v. *Wakefield*, says Sir Wilfrid Lawson, in his letter to the *Times*, settles once for all, "beyond the possibility of a doubt," as Lord Macnaghten expressed it, that "the licensing justices" possess "the same discretion in the case of an application for what is now termed a renewal as in the case of a person applying for a license for the first time." He also remarks that very nearly 500 years ago justices of the peace were intrusted with the direct veto on the liquor traffic. They were enjoined, in the year 1496, "to put

away ale-selling at their discretion and to take surety of others of their good behaviour." Fifty years later "for the redress of the intolerable hurts which increase through the disorder in common ale-houses," &c., they were "given full power and authority to remove, discharge, and put away common selling of ale and beer and tippling-houses in such town or towns and places where they shall think meet and convenient."

EXCHEQUER COURT OF CANADA.

OTTAWA, June 22, 1891.

Before BURBIDGE, J.

THE QUEEN ON THE INFORMATION OF THE ATTORNEY GENERAL v. WILLIAM P. MCCURDY, MARY ELIZABETH MCCURDY, and MABEL C. BELL (and by addition) HENRY K. BRINE, Trustee.

The Expropriation Act (R. S. C. c.39)—Assignment of rights of land expropriated previously acquired by lease—Effect of new leases between same parties—Compensation—Assignment of chose in action against the Crown—Evidence.

An agreement by a proprietor to sell land to the Crown for a public work, followed by immediate possession, and, within a year, by a deed of surrender, is sufficient under the *Expropriation Act s.* 6, (R.S.C. 39) to vest the title to such land in the Crown, and to defeat a conveyance thereof made subsequent to such agreement and possession, but prior to such surrender.

Under section 11 of the said Act the compensation money for any land acquired or taken for a public work, stands in the stead of such land, and any claim to or incumbrance upon such land is converted into a claim to compensation, and such claim once created continues to exist as something distinct from the land and is not affected by any subsequent transfer or surrender of such land. *Partridge v. The Great Western Railway Co.* (8 C. P. 97); *Dixon* v. *Baltimore and Potomac Railway Co.* (1 Mackey 78) referred to.

2. Where a *chose in action* was assigned, *inter alia*, for the general benefit of creditors, and all the parties interested were before the Court, and the Crown made no objection, the Court gave effect to such assignment.

Quaere: In the absence of acquiescence in such an assignment, are the assignee's rights thereunder capable of enforcement against the Crown?

3. In a case of expropriation the claimant is not obliged to prove by costly tests or experiments the mineral contents of his land. (*Brown* v. *The Commissioners of Railways*, 15 App. Cas. 240 referred to). Where, however, such tests or experiments have not been resorted to, the Court, or jury, must find the facts as best it can from the indications and probabilities disclosed by the evidence.

EXCHEQUER COURT OF CANADA.

OTTAWA, June 25, 1891.

JOSEPH ADHÉMAR MARTIN, es qualité, Suppliant; and HER MAJESTY THE QUEEN, Respondent.

Injury to person on a public work—Negligence of servant of the Crown—Brakesman's duty in putting trespassers off car—Damages.

1. The Crown is liable for an injury to the person received on a public work resulting from negligence of which its officer or servant, while acting within the scope of his duty or employment, is guilty. *City of Quebec* v. *The Queen* (2 Ex. C. R. 252) referred to.

2. One who forces a child to jump off a railway carriage while it is in motion is guilty of negligence.

3. The fact that the child had no right to be upon such carriage is no defence to an action for an injury resulting from such negligence.

MAGISTRATES COURT.

MONTREAL, May 19, 1891.

Coram CHAMPAGNE, J. M. C.

DAME C. SCHMANTH v. THE SINGER MANUFACTURING COMPANY.

Sewing machine—Clause in lease giving right to re-possess.

HELD:—1. *That the lessee of a sewing machine which has been re-possessed by the lessor has no right of revendication.*

2. *That in repossessing the machine the lessor was acting within its rights so long as no force or violence was used.*

3. *That a stipulation in a lease giving the lessor the right to repossess the machine in default of payment of the rent is not contrary to good morals but is valid.*

The plaintiff instituted the present action in revendication of a sewing machine which was found in defendant's possession and which she alleged the defendant detained illegally, the same being her property.

The defendant pleaded 1o. general denial; and 2o. That by lease *sous seing privé* dated 23 April 1887, the plaintiff leased the machine in question from the defendant at a certain monthly rental, a cash payment being first made, it being agreed that in the event of the plaintiff not paying the rent regularly the defendant would have the right to enter plaintiff's house and take possession of the machine without legal process and without being subject thereby to any action for damages or trespass. That when defendant repossessed the machine the plaintiff was in arrears of her rent and the machine was repossessed without using force or violence.

The plaintiff answered that the pretended lease was really a sale or exchange, the plaintiff having given an old machine valued at $15 in part payment, and further that she had signed the lease under misrepresentations and by the fraud of defendant's agents, believing she was signing a deed of sale.

The Court in rendering judgment said that no fraud or misrepresentations had been proved; that by written lease, dated 23rd April 1887, the plaintiff had leased the machine from defendant at $3 a month, which rental she agreed to pay for a period of 15 months monthly; that the plaintiff reserved the right to buy the machine during the pending of the lease, which privilege she did not exercise; that plaintiff having had said machine only as lessee cannot be declared owner thereof; that when the defendant repossessed said machine the plaintiff was indebted for several months' rent; that the plaintiff's failing to carry out the conditions of the lease gave the defendant the right to repossess the machine, and in doing so the defendant only exercised the privilege which the parties to the lease had agreed upon and which the defendant did without force or violence; that the stipulation in the lease giving the defendant the right to repossess the machine in question in default of payment was lawful and binding on the parties, and was not contrary to "good morals" or "public order," and dismissed the *saisie revendication* with costs.

Authorities Cited:—

By Plaintiff's Attorney:—

C. C. L. C. Arts. 1538 and 1625; 7 *Rev. Lég.* 589, *Beaupré & Labelle.*

By Defendant's Attorney:—

5 L. C. R. p. 1, *Richard & La Fabrique de Québec.*

15 Q. L. R. p. 216, *Price & Tessier.*

12 Leg. News p. 275, *Fauteux & Waters.*

M. L. R. 6 S. C., *Canadian Subscription Co. & Donnelly.*

4 Leg. News 237, *Fairvew & Wheeler.*

10 Leg. News 66, *Nolet & Boucher.*

9 Supreme Ct. Rep., 399, *Grange & McLennan.*

11 A. & E. p. 34, *Wood & Manly.*

22 L. R. Q. B. D. 193, *Expte. Rawlings; in re Davies & Co.*

182 *et seq.* Anson's Law of Contracts, Laurent, Vol. I, § 46, 50-3, pp. 75 *et seq*, p. 88, No. 50 Vol XXV § 363 *et seq*; 367, *partie.* Marcadé, Vol. I, p. 77, art. 6; IV p. 394., § 449 §§ 3.

M. Honan for plaintiff.

Chapleau, Hall, Nicolls & Brown for defendant.

HOUSE OF LORDS.

LONDON, July 7, 1891.

CROOK v. MORLEY.

Coram: THE EARL OF SELBORNE, LORD WATSON, LORD MACNAGHTEN AND LORD MORRIS.

Bankruptcy—Act of Bankruptcy—Notice of Intention to Suspend Payment—Bankruptcy Act, 1883, *s.* 4, *subs.* 1 (*h*).

A debtor sent the following circular to his creditors: "Being unable to meet my engagements as they fall due, I invite your attendance at the Guildhall Tavern, Gresham Street, on Wednesday next, at 3 p.m., when I will submit a statement of my position for your consideration and decision."

HELD, affirming the Court of Appeal (L. R. 24 Q.B. DIV. 320,) that the circular was a notice that the debtor was about to suspend payment of his debts,' and was an act of bankruptcy.

Appeal dismissed.

HOUSE OF LORDS.

London, July 20, 1891.

THE COMMISSIONERS FOR SPECIAL PURPOSES OF INCOME-TAX *v.* PEMSEL.

Income-tax—Charity—Exemption—5 & 6 *Vict. c.* 35, *s.* 61.

A society, established for the support of missionaries among the heathen, the maintenance and education of the children of missionaries and ministers, and for the maintenance of choir houses for female members of the society:

Held by LORD WATSON, LORD HERSCHELL, LORD MACNAGHTEN, and LORD MORRIS (the LORD CHANCELLOR and LORD BRAMWELL dissenting), to be a charity, and entitled to exemption from income-tax.

*DECISIONS AT QUEBEC.**

Compagnie en liquidation—Recours—En quel nom exercé—Deniers consignés—Droit de les toucher.

Jugé:—1o. Le liquidateur nommé à une compagnie en déconfiture en vertu du chap. 129 S.R.C., peut exercer les recours en justice de la compagnie en son propre nom en y ajoutant: "liquidateur de (nom de la compagnie)," Sect. 29.

2o. Les deniers consignés au greffe par une compagnie défenderesse avec opposition afin d'annuler à une saisie-exécution mobilière d'un jugement rendu contre elle et pour couvrir le montant de ce jugement, sont la propriété du demandeur, et la mise en liquidation de la compagnie avant qu'il les ait touchés, ne donne pas droit au liquidateur de les retirer.—*Sampson v. Manicouagan Fish & Oil Co., & Gagnon* interv., en révision, Casault, Routhier, Andrews, JJ., 31 jan. 1891.

Action hypothecaire—Capias—Recours incident—Contestation de capias.

Jugé:—1o. Le demandeur, dans une instance en déclaration d'hypothèque, ne peut pas faire émaner contre le défendeur, pour la même dette qu'il s'est obligé de payer, un *capias* fondé sur ce qu'il cède ses biens ou détériore les immeubles hypothéqués: il ne peut exercer ce recours que par une poursuite distincte et séparée.

*17 Q L R.

2o. Un *capias* émané dans une instance avant jugement sur la demande principale, mais qui n'est rapporté qu'après que celui-ci a été rendu, peut être contesté nonobstant ce jugement.—*Goulet* v. *Bernard*, en révision, Casault, Routhier, Caron, JJ., 28 fév. 1891.

Agency—Special and general powers—Interpretation of Contract.

Held:—A power of attorney "to draw, accept and indorse bills of exchange, promissory notes, bills of lading, delivery orders, dock warrants, bought and sold notes, contract notes, charter parties, etc," includes the power to *make and sign* promissory notes, more particularly where the whole tenor of the document shows the intention to confer powers of general agency.—*Quebec Bank* v. *Bryant et al.*, S.C., Andrews, J., Feb. 10, 1891.

Bill of Exchange—Want of consideration.

Held:—A draft made by B., P. & B. through their agent D., and given to a bank in payment of another draft drawn by W. on S. & M. in favor of D., (subsquently dishonoured by S. & M.) discounted by the bank to pay a promissory note due by reason of a transaction by which B., P. & B. never profited and of which they were ignorant, is without consideration, and no action lies on it against B., P. & B.—*Union Bank of Canada* v. *Bryant, Powis and Bryant* (Limited), S.C., Andrews, J., Feb. 10, 1891.

FIRE INSURANCE—EMPLOYMENT OF WATCHMAN.

In *Rankin* v. *Amazon Ins. Co.*, Supreme Court of California, May 26, 1891, the policy contained a provision that "it is understood and agreed, that during such time as the above mill is idle, a watchman shall be employed by the insured, to be in and about the premises day and night." The Court said: The Court instructed the jury that if the assured employed a watchman to be in and about the premises day and night while the mill was idle, then the plaintiff is entitled to recover,' and submitted to them for determination the question whether plaintiffs had performed the conditions of the contract. Cases are cited by respondent in support of the action of the Court, which hold that

under certain watchmen clauses it is proper to receive evidence of usage, and to submit to the jury the question whether the insured employed a watchman to look after the property in the manner in which men of ordinary care in similar departments of business manage their own affairs of like kind. But they all go off upon the proposition that the terms of the warranty are not explicit as to the time and manner of keeping a watch. Thus in the Massachusetts case (*Crocker* v. *Insurance Co.*, 8 Cush. 79, the language of the clause was, 'a watchman kept on the premises;' and in the Illinois case (*Insurance Co.* v. *Shipman*, 77 Ill. 189), 'a watchman to be on the premises constantly during the time until September 1, 1872.' In the latter case plaintiff had employed a day watchman and a night watchman, and the only question considered was whether it was necessary for the watchman to be actually on the premises on which the insured buildings were situated. In the case before us the terms of the warranty are explicit as to the time of keeping a watch, and, on the undisputed evidence, we think the court ought to have held that the plaintiffs had not complied therewith. The mill was idle two months prior to the destruction thereof by fire, and the evidence shows that plaintiffs did not employ a watchman 'to be in and about the premises day and night.' A watchman was employed, but he was not instructed to watch the premises at night, and as a matter of fact, slept every night in a building distant three hundred or four hundred feet from the mill. Mr. Minear, the superintendent, testified that McMurray, the watchman, was not instructed to watch the premises during the night; that his instructions were not special, 'either at day or night.' In the nature of things, it could not be expected that one man could watch the buildings day and night (only one watchman was employed), but if it be assumed that he could, no one was employed to do so. There is no ambiguity in the phrase 'day and night.' 'We do not need a dictionary, nor a law book, nor the testimony of an expert, to tell tell us that a man who is employed to watch in the daytime, and is permitted to sleep at night, is not a watchman at night.' *Brooks* v. *Insurance Co.*, 11 Mo. App. 349; *Glendale Woolen Co.* v. *Protection Ins. Co.*, 21 Conn. 39. It is not a case of mere negligence. If a loss is occasioned by the mere fault or negligence of the watchman, unaffected by fraud or design on the part of the insured, it is within the protection of the policy; but to entitle the insured to recover it must appear that he has in good faith employed a watchman to perform the duties required by the terms of the warranty.. *Trojan Min. Co.* v. *Fireman's Ins. Co.*, 67 Cal. 27; *Wenzel* v. *Insurance Co.*, id. 438; *Cowan* v. *Insurance Co.*, 78 id. 181; *Waters* v. *Insurance Co.*, 11 Pet. 219. It does not appear whether the watchman was actually on duty at the time the fire occurred. If the fact be considered as material, it is sufficient to say, that defendant having shown the mill was idle, the burden of proving a compliance with the warranty rested upon the plaintiffs. *Cowan* v. *Insurance Co.*, *supra*; Wood Ins. (2d ed.), 1136."

CONTRACT IN RESTRAINT OF TRADE.

The grocers in a certain town agreed with a firm which was about to open a butter store that they would not buy any butter for the term of two years. Said firm paid nothing to the grocers, nor did it buy out any established business. *Held*, that the contract was void for want of consideration. The history of the law upon the question of contracts in restraint of trade is an interesting subject of investigation. The books abound in cases upon the subject. Anciently all contracts were void which in any degree tended to the restraint of trade, even in a particular locality, and for a limited time. This ancient rule has been so far modified, that although agreements in general restraint of trade are invalid, because they deprive the public of the services of the citizen in the occupation or calling in which he is most useful to the community, and expose the people to the evils of monopoly, and prevent competition in trade, yet an agreement in partial restraint of trade will be upheld where the restriction does not go beyond some particular locality, is founded upon a sufficient consideration, and is limited as to time, place and person. It is accordingly everywhere

now held that when one engaged in any business or occupation sells out his stock in trade and good-will he may make a valid contract with the purchaser binding himself not to engage in the same business in the same place for a time named, and he may be enjoined and restrained from violating his contract. This is about as far as contracts in restraint of trade have been upheld by the courts of this country or in England. The general principles above announced will be found in all text-books upon contracts, and find support in many adjudged cases. We have not thought it necessary to set out or cite the cases. They will be found collected in 3 Am. & Eng. Enc. Law, p. 882, and 10 id., p. 943; 2 Pars. Cont. p. 747. Applying these rules to the contract under consideration, we are to inquire first whether there is a sufficient consideration for the promise of the defendants and the other parties who executed the instrument not to engage in dealing in butter at Storm Lake. It is very plain that there was no money paid to them as a consideration. The plaintiffs did not purchase any stock of butter which the defendants had on hand. They paid nothing for an established plant or place of doing business, nor for the good-will of any business. So far as appears, they went into the town of Storm Lake, and proposed to go into the butter business if the other persons then engaged in that business would agree to quit that line of trade for two years. In all the search we have made for authority upon this branch of the controversy we have found no warrant in any precedent for holding that this is a sufficient consideration. There are cases which hold, and the law is well settled, that where a party proposes to expend money in erecting a manufactory or other plant which may be a public benefit, subscriptions in aid of the enterprise are valid obligations. But such contracts are widely different in principle from the agreement under consideration. Suppose the plaintiffs had made a proposition to the dry goods merchants of Storm Lake that if they would all quit the business for two years, without any consideration being paid to them for so doing, the plaintiffs would establish a dry goods store at that place, and the proposition had been accepted, it would be a marvellous decision if any court would hold that there was any consideration for such a contract. Iowa Sup. Ct., June 1, 1891. *Chaplin* v. *Brown*.

A PARALLEL TO THE CUMMING CASE.

Those who are fond of noting curious coincidences have discovered a notable one with reference to the baccarat scandal. On the 10th Feburary, 1836, there was tried in the Court of King's Bench, before the Lord Chief Justice of England, an action for defamation, the plaintiff being a noble lord and the defendant a gentleman of position and a member of Crockford's, Graham's, and the Bentinck clubs. The slander was to the effect that the noble plaintiff had cheated at cards. The leading counsel for the plaintiff was the Attorney-General of the day, Sir William Follet, who, in his opening speech, denounced the accusation of cheating as a deliberate conspiracy to ruin his client. After a good deal of unsavoury evidence the jury returned a verdict for the defendant, and what was the name of the defendant? It was Cumming. No connection at all of the gentleman who has come to grief in the baccarat case; still the occurrence of the same name in two kindred actions, with so wide a gulf of time between them, is strange enough. Mr. George Augustus Sala, in his 'Echoes of the Week,' writes as follows:—"I read in the report of the trial of *De Ros* v. *Cumming* that 'the case had excited much interest in fashionable circles,' and the Court was excessively crowded. So you see there is not much ground for the dolorous jeremiads to which we had to listen lately about the presence of ladies of fashion at crapulous trials being an unmistakable symptom of the degeneracy of the age. The ladies flocked to the House of Lords when the Duchess of Kingston was tried for bigamy, and to the Old Bailey when the Rev. Dr Dodd was tried for forgery. The last named criminal was quite a fashionable lion. "My Lord Chesterfield's tutor; chaplain to the Magdalen Hospital, my dear; preached such sweet sermons. Ah! I thought so: Guilty. Have you a little more ratafia left in your flask, dear Lady Betty?" Bless the ladies! Why should they

not amuse themselves whenever they have a mind thereto? I had a peep at the dear creatures last Monday in the Queen's Bench Division Court, Lord Chief Justice Coleridge presiding. The baccarat case was in full swing, and a portly matron, "beautifully gowned," as the society papers have it, was under examination or cross-examination; I'm sure I don't know which. I thought the proceedings the reverse of interesting, and found the stuffy atmosphere of the Court—redolent as it was with the mingled odours of forensic wig-powder, black bombazine, hair oil, and feminine scent-bottles to be rather provocative of headache. Still it was a sight to see the ladies, for whose accommodation rows of stalls had been arranged on the very bench to the right of the judge. How they seemed to be enjoying the trial, to be sure! There was only one thing lacking: it wanted music. A snatch from the gambling chorus in "Robert le Diable" would have been admirably appropriate. It was quite accidentally that I got into the Court. I had been summoned as a witness in an action before Mr. Justice Pollock, in which the compiler of a remarkable Slang Dictionary sued a well-known firm of printers for damages for breach of contract in having refused to continue the printing because a small percentage out of some thousands of words were unseemly ones. I had to wait a couple of hours before I was put into the witness-box to testify as an "expert," in bad language I suppose, to the merits of the work, but the learned Q.C. for the defence protested against my being heard. The learned judge upheld the objection, and I was sent about my business. I lost 5*l.* 1*s.* by the transaction, the shilling representing the cost of a lovely gardenia, which I had donned as a "buttonhole" with a view to propitiate the jury. They had much better have listened to my evidence. I would have told them some moving tales of a philological kind. As it was they were unable to agree upon a verdict, and were discharged. Wandering modestly about the darksome corridors of the ill-built and evil-smelling Palace of Justice, I chanced upon a friendly person in authority who had control over the doorkeepers of the Court in which the baccarat case was going on who knew me. There is an old proverb, you well remember, that "More people know Tom Fool than Tom Fool knows." The person in authority passed me into the Court, and I was able to soothe my wounded feelings—smarting under the cost of the 5*l.* 1*s.*—with the sweet spectacle of the ladies on the bench.'

UNITED STATES DECISIONS.

Telegraph Companies—Negligence—Damages.

(1) The statement printed on a telegraph blank, that the sender agrees that he will not claim damages for errors or delays or for non-delivery of the message, does not exonerate the company from liability for failing to send the message. (2) Nor will such statement affect the company's liability for non-delivery, where it is clearly proved that the message was not delivered, and there is nothing to show any effort to deliver it. (3) A dealer in cattle living in Iowa wired his Chicago correspondent, "Send me market, Kansas City, to-morrow and next day." He had previously sent and received a great many messages from that office. *Held*, that it was a question for the jury whether the message charged the company with notice that a sender intended to act upon the result of it in buying or selling cattle at Kansas City. (4) The evidence showed that the sender of the message had an arrangement with his correspondent to the effect, that if there was no change in the market, the correspondent would not answer his telegram, and that on receiving no answer to the telegram the sender bought cattle at the last price that had been sent him, but that he could have ascertained the market price by other means. *Held*, that the question of his right to recover damages incurred through his purchase of cattle should be submitted to the jury. Iowa Sup. Ct., June 3, 1891. *Garrett* v. *Western Union Telegraph Co.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Aug. 29.

Dividends.

Re J. Bte. Alarie.—First and final dividend payable Sept. 16, C. Desmarteau, Montreal, curator.

Re E. Beaudry *et al.*—First and final dividend, pay-

able Sept. 14, Millier & Griffith, Sherbrooke, joint curator.

Re Henri Blanchette, St. Valérien de Milton.—First and final dividend, payable Sept. 8, P. S. Grandpré, St. Valerien de Milton, curator.

Re Charles C. Cairns, Montreal.—First and final dividend, payable Sept. 14, W. A. Caldwell, Montreal, curator.

Re E. Payment.—First and final dividend, payable Sept. 15, C. Desmarteau, Montreal, curator.

Re Ferdinand Richard, Quebec.—First and final dividend, payable Sept. 14, N. Matte, Quebec, curator.

Re J. Savard & Co., Quebec.—First and final dividend, payable Sept. 15, H. A. Bedard, Quebec, curator.

Re George W. Thomas, Hull.—Final dividend sheet prepared, C. E. Graham, Hull, curator.

Separation as to property.

Julie Bessette vs. Honoré Racicot, farmer, parish of St. Grégoire le Grand, Aug. 26.

Marie Célestine Bouchard vs. Napoléon Boucher, carpenter, Thetford, Aug. 26.

Philomene Groulx (by her curator Joseph Groulx) vs. Joseph Goyette, baker, township of Ely, Aug. 21.

Valérie Marcille vs. Napoléon Dubuc, parish of St. Isidore, Aqg. 25.

Cadastre.

Cadastre deposited for north, west, south, and east wards of the town of Drummondville.

Cadastre of numbers 213*a* and 213*b* in the parish of Notre Dame de Liesse de la Rivière Ouelle deposited.

Quebec Official Gazette, Sept. 5.

Judicial Abandonments.

Napoléon Brodeur, Montreal, Aug. 31.

Adolphe Methot, trader, St. Roch des Aulnais, Aug. 27.

Venière Nicol, trader, Quebec, Aug. 22.

Curators Appointed.

Re Abraham Codaire.—Millier & Griffith, Sherbrooke, joint curator, Sept. 2.

Re Jules Gendron.—Kent & Turcotte, Montreal, joint curator, Aug. 28.

Re Robert J. Logan, Montreal.—Kent & Turcotte, Montreal, joint curator, Aug. 25.

Re Jean Baptiste Paquet, trader, Levis.—T. Lamontagne, Levis, curator, Aug. 28.

Dividends.

Re Ulric Baril.—Second & final dividend, payable Sept. 14, Bilodeau & Renaud, Montreal, joint curator.

Re L. Lanoie & Co,—First dividend, payable Sept. 17, Bilodeau & Renaud, Montreal, joint curator.

Re G. A. Laroche & Co., St. Romuald.—First and final dividend, payable Sept. 22, H. A. Bedard, Quebec, curator.

Re Jos. Maillet.—First dividend, payable Sept. 22, C. Desmarteau, Montreal, curator.

Re A. Thouin, Repentigny.—Second and final dividend, payable Sept. 14, Bilodeau & Renaud, Montreal, joint curator.

Separation as to property.

Euphémie Benoit vs. Magloire Goyette, jr., farmer and trader, Iberville, Sept. 2.

Rosanna Huet dit Dulude vs. Alphonse Laporte dit Denis, farmer, St. Basile le Grand, Sept. 2.

Marie Louise Herminie Fateaux vs. Ovide Charles Antoine Legris, Inland Revenue Officer, Montreal, Aug. 25.

Sophie Cédulie Guérard vs. François Miville Déchêne, trader, Quebec, Aug. 28.

Quebec Official Gazette, Sept. 12.

Judicial Abandonments.

Jean Baptiste Eldège Cadieux, cheese manufacturer, parish of St. Valérien de Milton, Sept. 2.

Ephrem Cinq-Mars, Montreal, Sept. 9.

Mary Mahon, milliner, Quebec, Sept. 8.

Chas E. Jacques, manufacturer, Montreal, Sept. 1.

Joseph Massé, Granby, Sept. 7.

Joseph E. Trottier, trader, Normandin, Sept. 5.

Curators Appointed.

Re Napoléon Brodeur, grocer, Montreal.—L. G. G. Beliveau, Montreal, curator, Sept. 7.

Re The Canada Agricultural Insurance Co.—J. M. M. Duff, Montreal, appointed assignee in the place of Thos Darling, deceased.

Re Chas E. Jacques, Montreal.—C. Desmarteau, Montreal, curator, Sept. 9.

Dividends.

Re John Couturier, Murray Bay.—First dividend, payable Sept. 28, H. A. Bedard, Quebec, curator.

Re Dufour & Couturier, Murray Bay.—First dividend, payable Sept 28, H. A. Bedard, Quebec, curator.

Re L.G. J. Dion, Montreal.—First and final dividend, payable Sept. 30, Kent and Turcotte, Montreal, joint curator.

Re Edm. Julien & Co., curriers, Hedleyville.—First dividend, payable Sept. 28, N. Matte, Quebec, curator.

Re H. B. Lafleur, St. Adèle.—First dividend, payable Oct. 5, Kent & Turcotte, Montreal, joint curator.

Re Lane & Boissonault, Quebec.—First dividend, payable Sept. 28, N. Matte, Quebec, curator.

Re J. B. O. Langlois.—First and final dividend, payable Sept. 25, J. M. Marcotte, Montreal, curator.

Re Méril Menard, St. Hyacinthe.—First and final dividend, payable Oct. 10, J. O. Dion, St. Hyacinthe, curator.

Re A. D. Parent, Montreal.—Dividend, payable Sept. 30, D. Seath, Montreal, curator.

Re Pronovost & Roy, St. Félicien.—First and final dividend, payable Sept. 23, J. B. E. Letellier, Quebec. curator.

Cadastre corrected.

Lot 1710 of the cadastre of parish of Montreal corrected, and lot 1710*a* cancelled.

Quebec Official Gazette, Sept. 19.

Judicial Abandonments.

Joseph Elisée Bourque, trader, St. John, Sept. 11.

Cantin v. Robitaille, Quebec, Sept. 16.

Croteau & frère, traders, Quebec, Sept. 8.

Ed. Larue & Co., Montreal, Sept. 10.

J. Mongin & Co., Montreal, Sept. 15.

H. Renaud, furniture dealer, Montreal, Sept. 17.

Ludger Séguin, tobacconist, Montreal, Sept. 17.

Curators Appointed.

Re E. Meredith, Quyon.—J. McD. Hains, Montreal, curator, Sept. 12.

Re Adolphe Méthot, trader, St. Roch des Aulnais.—H. A. Bédard, Quebec, curator, Sept. 12.

Re N. Venière Nicol, Quebec.—H. A. Bedard, Quebec, curator, Sept. 17.