The Legal News.

Vol. XIV. JANUARY 24, 1891. No. 4.

The Act of last session, 54 Vict. ch. 45, does not appear to have attracted much attention among the members of the profession, but it makes a very important change in the law of evidence in this Province. The text of the Act (assented to 30th December last) is as follows:—

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. The following paragraph is added to article 1232 of the Civil Code of Lower Canada.

"Notwithstanding that which precedes, any party to a suit may give testimony on his own behalf in every matter of a commercial nature, but his credibility may be affected thereby."

2. The following clauses are added to article 251 of the Code of Civil Procedure:

"Any party to a suit may give testimony on his own behalf in every matter of a commercial nature, and in such case be examined, cross-examined, and treated as any other witness.

He may also be subpœnaed and treated as a witness by the opposite party, and, in such latter case, his answers may be used as a commencement of proof in writing.

The default by a party to tender his own evidence cannot be construed against him."

3. This Act shall not affect cases pending at the time of its sanction.

The newspapers seem to have fallen into error, says the *Harvard Law Review*, as to the ground of the decision of the United States Supreme Court in the *Kemmler* case, 136 U.S. 436. "The court is criticised for holding that execution by electricity is not a cruel and unusual punishment, prohibited by the eighth amendment to the Constitution of the United States,—that cruel and unusual punishments shall not be inflicted. But the counsel made no claim upon this ground, and in fact no lawyer would assert that the eighth amendment gave the United States courts any right to interfere in this case. The court expressly said: 'It is not contended, as it could not be, that the eighth amendment was intended to apply to the States.' Chief Justice Marshall had decided, in *Barron* v. *Baltimore*, 7 Pet. 243, that this provision was a limitation solely upon the Federal government. The ground which Kemmler's counsel took was that the law under which the prisoner was sentenced violated the fourteenth amendment,—first, because it abridged the rights and immunities of a citizen of the United States; and, second, because it was not due process of law. The Slaughter-House cases, 16 Wall. 36, annihilated the first point, and the second was untenable. The court seemed to intimate, however, at the close of the opinion, that a punishment might be so cruel as not to be 'due process of law.' Even this is very doubtful. A State could probably revive burning at the stake, as far as United States authority is concerned. Although the court of New York held that execution by electricity was not repugnant to its own constitution, that opinion might well be changed in the light of subsequent experiment. Apropos of this subject, the phrase 'cruel and unusual punishment' probably refers to quality and not quantity, or, as the Supreme Court of Kansas said, to 'kind and not duration.' The facts of that case bring out the distinction in a forcible and interesting manner. By an Act of the Legislature in 1887 the age of consent was raised to eighteen, and unlawful intercourse with any female under that age was made punishable by not less than five nor more than twenty-one years. In such a case, therefore, five years is the least possible punishment for fornication. Such a severe punishment, it was argued, was cruel and unusual; but the case was decided contrary on the distinction between amount and kind. The court remarked that the punishment was 'a severer one than had ever been provided for in any other State or country for such an offence.'"

COUR SUPERIEURE.

SAGUENAY, 30 juin 1886.

Coram ROUTHIER, J.

W. H. KERR et al. v. J. LABERGE.

Rivières navigables—Chemin de hâlage—Propriétaire riverain.

JUGÉ:—*Que les rivages des rivières navigables appartiennent au propriétaire riverain, sujets à l'exercice de la servitude de passage créée par la loi en faveur du public dans le chemin de hâlage;*

Que tel riverain peut se faire déclarer propriétaire de telle étendue et obtenir la démolition d'une maison d'habitation et dépendances qui y auraient été érigées par un tiers, et forcer ce dernier à déloger.

Autorités des demandeurs:

Fournier & Oliva—Stuart's Reports, 427.

Morin & Lefebvre, 3 Rev. de Leg., 354.

9 Demolombe, p. 322.

C. C. B. C., arts. 400, 420, 507.

Tardif & Cohen, Leg. sur les eaux, pp. 188-189.

1 Garnier, Rég. des eaux, Nos. 73-74.

1 Daviel, Cours d'eau, Nos. 68-70-92.

Confirmé en révision, 30 novembre 1886. Caron, Andrews et Larue, JJ.

Charles Angers, proc. du demandeur.

J. S. Perrault, proc. du défendeur.

(C. A.)

COUR DE CIRCUIT.

HÉBERTVILLE.

Coram ROUTHIER, J.

LAVOIE v. TERRIAULT.

Donation à charge de pension—Rente viagère et bail à nourriture—Ce dernier arrérage-t-il?—Demande de paiement et mise en demeure.

PER CURIAM. Le demandeur en cette cause et son épouse ont fait donation entre vifs au défendeur de tous leurs biens, meubles et immeubles, par acte passé à Hébertville le 22 novembre 1871, devant Mtre Sev. Dumais, notaire. Cette donation a été faite à charge par le donataire de payer aux donateurs une rente et pension annuelle viagère, détaillée au dit acte. Mais après cette stipulation de rente, l'acte déclare "qu'il sera *loisible* aux donateurs de vivre à la table du donataire et "que la rente ne sera exigible que du jour "qu'elle sera demandée formellement."

De fait, il est établi en cette cause que les donateurs ont vécu à la table du donataire jusque vers le 10 janvier suivant (1872), c'est à-dire à peine six semaines. Vers cette date il est aussi établi, par la fille même du défendeur, qu'on ne saurait soupçonner d'avoir voulu calomnier son père, que le défendeur a *sacré* contre l'épouse du demandeur, et qu'*il s'est dirigé* vers ce dernier et *a levé une chaise sur lui en sacrant et maudissant*, et que c'est après cette scène que les donateurs ont laissé le toit du donataire.

Quels ont été les rapports des parties subséquemment? La preuve n'en dit rien; mais il est prouvé qu'avant le premier janvier 1873, le demandeur s'est rendu chez le défendeur, et lui a demandé les divers articles de rente détaillés dans l'acte de donation, que le défendeur lui a délivré le blé et le mouton demandés, et a refusé les autres articles sous prétexte que les donateurs ne restaient plus chez lui, défendeur.

Environ un mois après, le demandeur instituait l'action en cette cause contre le défendeur, réclamant une somme de $57.06, *pour valeur* de divers effets de rente.

Le défendeur a opposé à cette action plusieurs moyens de défense que je vais énumérer et réfuter en même temps.

1o. L'action ne concorde pas avec la donation parce qu'elle est prise au nom du donateur seul, tandis que la rente est payable *au donateur et à sa femme.* Mais à défaut de preuve contraire le demandeur et son épouse sont présumés être en communauté et le mari peut intenter seul les actions de la communauté; d'ailleurs le mari qui est tenu de nourrir sa femme peut réclamer en son nom les aliments qui lui sont dûs;

2o. La rente stipulée ne s'arrérage pas (7 L. C. J., p. 291), *Cherrier & Coutlée et al.*

Dans la cause citée, le demandeur alléguait 12 années d'arrérages et demandait la résiliation de la donation. La Cour jugea, 1o. que la rente stipulée ne s'arrérageait pas; 2o. qu'il aurait fallu une mise en demeure pour ob-

tenir résiliation. Mais voici quels étaient les faits :

1o. La donation ne *contenait aucune stipulation de rente détaillée;* le donataire s'obligeait *seulement de nourrir le donateur, son père, à son pot et feu;* 2o. il fut prouvé que le demandeur avait d'autres biens que ceux donnés à son fils, et possédait des revenus suffisants pour le faire vivre, que de fait, il avait bien vécu pendant les 12 années sans recourir à son fils; que ce dernier n'avait jamais été requis de *nourrir son père à son pot et feu,* et ne l'avait jamais refusé, qu'au contraire il avait toujours été prêt, et l'était encore, à se conformer à la donation.

Comme on voit, les faits étaient bien différents de ce qu'ils sont en cette cause. Il ne pouvait avoir d'arrérages d'une rente, qui n'existait pas, et pour avoir droit à la rente, ou à la résiliation, il fallait une *mise en demeure.* Le contrat de rente n'existait pas, et pour le faire naître il fallait une *mise en demeure.* Dalloz, Rep. vo. rente viagère, No. 7, dit: "On ne doit pas confondre le contrat "de rente viagère avec la convention par "laquelle une partie stipule jusqu'à la fin de "sa vie, moyennant un prix, *la nourriture, le "logement et le chauffage.*"

La rente viagère doit consister en une somme d'argent, ou en une certaine quantité de fruits, payable à des termes périodiques. Or ces conditions ne se rencontrent pas dans le bail à nourriture qui est régi par les principes ordinaires du droit, et non par les règles spéciales de la rente viagère. Ibid, No. 116.

Dans la présente cause *la rente existe et elle est payable à demande.*

3o. Pour faire courir la rente, il eut fallu *une mise en demeure par écrit* et le demandeur ne l'a pas faite. (C. C., art. 1067.) Mais c'est là confondre la mise en demeure avec *la demande de paiement.*

Il n'y a pas besoin de mise en demeure pour demander en justice l'exécution d'une obligation; mais il en faut une pour exiger en *outre* des dommages intérêts. En un mot, la mise en demeure, *double* en quelque sorte, l'obligation, et lui donne un effet que j'appellerai *intrinsèque,* qu'elle n'aurait pas eu sans cela. (Voir art. 1070, C. C.)

C'est à cette *mise en demeure* que s'applique l'article (1067): mais quant à la demande de paiement nul ne soutiendra qu'elle doit être faite par écrit. *Larombière,* Théories des obligations," vol. 1, sur l'article 1139, dit: "La mise en demeure est *la constatation légale du retard.*"

Le défendeur dit que si le demandeur réclamait ses articles de rente en nature et non une somme d'argent, la mise en demeure n'eut pas été nécessaire. Mais ce changement dans le mode de paiement s'opère par l'effet de la loi seule, et ce n'est pas la mise en demeure qui la produit.

C'est toujours la même obligation, et non une nouvelle dont le demandeur réclame le paiement.

La somme qu'il exige n'est pas pour dommages résultant de l'inexécution, mais pour valeur de la chose due.

4o. Cette prétention est insoutenable.

Loger chez le défendeur est *un droit* du demandeur, auquel il peut renoncer quand il lui plait. Mais ce n'est pas une *condition* dont sa rente puisse dépendre. Seulement s'il avait laissé la maison du défendeur sans raison, celui-ci serait déchargé de bien des soins et services stipulés en la donation.

Reste la question de savoir si les arrérages réclamés étaient échus lors de l'institution de l'action, et quand ils sont devenus dûs.

Il a été décidé par la Cour d'Appel à l'unanimité dans une cause de Sévigny et Crochetière et al., que la rente viagère est de sa nature payable d'avance. Cette cause est rapportée au 15e vol. des Décisions des Tribunaux, page 473. On y voit que l'action avait été prise six mois après la donation, qu'on y réclamait une somme d'argent et non des effets en nature sans qu'il y fut question d'aucune *mise en demeure.* Dans la présente cause il résulte des clauses de l'acte que la rente est *payable d'avance,* puisque la rente remplace *la vie commune à la table du donataire,* que ce dernier en vertu de l'acte était tenu de fournir aux donateurs dès le lendemain de la donation. La rente est donc devenue due au moment même que le demandeur en a exigé le paiement.

Jugement.—"La Cour, etc....

"Considérant que par acte de donation passé, etc., etc., le défendeur s'est obligé de

payer au demandeur et à son épouse, la rente annuelle et viagère y détaillée ;

"Considérant qu'aux termes du dit acte il était loisible aux donateurs de vivre à la table du donataire, mais qu'ils n'y étaient pas tenus, et qu'ils pouvaient à la volonté exiger la rente stipulée ;

"Considérant que d'après les termes de la donation, et suivant la loi, la dite rente était et est payable d'avance, et que les articles réclamés sont devenus dûs le jour même que le demandeur les a exigés du défendeur pour l'année à courir du jour de cette demande de paiement, laquelle est prouvée avoir eu lieu le ou vers le 31 décembre 1872 ;

"Considérant que le défendeur n'a pas établi les allégués de sa défense, et qu'il a été prouvé par le demandeur que la somme de $51.96 lui était légitimement due par le défendeur lors de l'institution de son action pour les divers articles de rente réclamés, et les considérations alléguées en la dite action excepté les deux items suivants : un *pot à lait, et pour avoir négligé de fournir de l'eau au besoin*, lesquels items n'ont pas été prouvés—déboute le défendeur des conclusions de sa défense, et le condamne à payer au demandeur, la dite somme de $51.96 avec intérêts de la signification de l'action et les dépens, distraits etc."

Ernest Cimon, proc. du demandeur.

J. A. Gagné, proc. du défendeur.

(C. A.)

COURT OF APPEAL.

LONDON, Dec. 18, 19, 1890.

Before LORD ESHER, M.R., LOPES, L.J., KAY, L.J.

PULLMAN et al. v. HILL.

Libel — Privilege — Publication to Shorthand-writer.

Motion for new trial.

Action for libel.

The plaintiffs let a hoarding situate upon certain property which they had sold, but of which possession had not been given to the purchasers, to the defendants, a limited company, carrying on the business of advertising agents. The purchasers having claimed the rent of the hoarding, a correspondence ensued, in the course of which the defendants wrote the letter containing the alleged libel. The letter was dictated by the manager of the defendant company to a shorthand-writer. When written out it was signed by the manager, copied by an office boy, addressed to 'Messrs. Pullman & Co.' at an address where the plaintiffs, with three other persons, were carrying on a business under the style of 'R. & J. Pullman,' delivered at that address, and opened by a clerk of the plaintiffs.

The plaintiffs thereupon brought their action.

At the trial, DAY, J., on the defendants submitting that there was no evidence to go to the jury, held that, the action being against a corporation only capable of acting by its instruments, the shorthand-writer and copying clerk were both reasonable and necessary instruments for the writing of the letter, and therefore the occasion was privileged. There being no evidence of malice, the learned judge withdrew the case from the jury upon this ground, and gave judgment for the defendants.

The plaintiffs applied for a new trial.

Their LORDSHIPS held that there was publication of the libel both to the defendants' shorthand-writer and copying clerk, and also, it being addressed to the plaintiffs in their firm name, to the plaintiffs' clerk ; and that, it not being the duty of the defendants to communicate the letter to their clerks, the clerks having no common interest in it, the occasion was not privileged. Further, in the case of a company, the manager must be considered as the principal, and the necessity of its acting by its agents could not be allowed to extend to the communication of libellous matter to its clerks.

Order for new trial.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

[Continued from p. 23.]

CHAPTER X.

NOTICE OF LOSS.

§ 236. *Condition requiring notice of loss to be given.*

Many English policies have a condition to the following effect:—"All persons assured by this Company, sustaining any loss or damage by fire, are forthwith to give notice to the secretary, or to the agent in the country from whom the policy was obtained, and as soon as possible after, to deliver in as particular an account of their loss or damage, signed with their own hands, as the nature of the case will admit of; and where there have been more insurances than one, the whole must be specially mentioned. In this account, the property and articles must be specified in detail, showing the value immediately before, and the value after the fire; and the assured shall make proof of the same by his oath or affirmation, and by his books of accounts or other proper vouchers, as shall be reasonably required." (Scottish Provincial.)

Others read as follows:—"Persons insured by this Association, sustaining any loss or damage by fire, shall forthwith give notice to the agent through whom insured, or to the nearest agent of the Association, and shall, within one calendar month after such fire shall have happened, deliver in as accurate and particular an account of their loss or damage respectively as the nature and circumstances of their respective cases will admit, and shall (if required), by oath or affirmation verify the same and prove the correctness of every such account, and the items therein contained, and shall produce such other evidence as the directors may reasonably require; and until such oath or affirmation be made, and account and evidence are produced, verified and proved, the amount of such loss, or any part thereof, shall not be payable or recoverable. And if there appear any fraud or false declaration, or that the fire shall have happened by the procurement, or wilful act, means or connivance of the insured or claimants, he, she or they shall be excluded from all benefit under his, her, or their Policy or Policies."

The two policies just referred to and the policies of "The Royal" require notice but do not say notice *in writing*. Verbal notice would do.

Where notice *in writing* of loss is required, will the fact that the insured verbally notified the local agent, and asked him to advise the head office, which the agent does in writing, but not stating that he does so at the request of the insured, suffice,—particulars being furnished by the insured afterwards? *Lafarge* v. *Liverpool, London & Globe*, A.D. 1873. 17 L.C.J. 237

Notice to be given of fire in a certain time. This is *de rigueur* in France, but *force majeure* will excuse; (*e.g.* siege of Paris.)

Notice in writing of loss, by the conditions of the Liverpool, London & Globe company, is required to be given forthwith to the agent of the company, and within fifteen days afterwards particulars of loss verified by oath, &c.; nothing is said of *peine de nullité*, but rather the contrary, as the policy goes on to read as merely suspensive of any exigibility of money till so and so. Notice of loss was to be given by the assured, but the mode of service was not fixed by the policy. Addressing properly and mailing a letter was held sufficient by the Pennsylvania Supreme Court. *Susquehannah Mut. Ins. Co.* v. *Panhannock Toy Co.*, 24 Alb. L. J. p. 363 of 1881. Wood on Insurance 702, is plausible for the above, but I say the assured must prove delivery and receipt by the insurance company; trouble is beside the question. If it be said, let it be *prima facie* sufficient, you will put the *onus* of a negative to be proved on the insurance company. Insurers will often support their cases by perjury, and juries be led astray at the trial, presuming as they do against companies, defendants.

§ 237. *Oath of agent held to be sufficient.*

The oath of the insured is required to particulars of loss. The oath of the agent, however, in the principal's absence, has been held sufficient, where the agent possessed all the knowledge.[1]

[1] *Sims* v. *State Ins. Co., of Hannibal*, Missouri, 4 Am. Rep. (A.D. 1872).

Notice and oath, by the policy, in the case referred to, were to be given within three days. The insured resided in St. Louis; the agent obtained the policy, signed the application, executed the premium, and the company refused to pay before the suit on other grounds.[1]

The American clause is more rigorous. "All persons assured by this Company, and sustaining loss or damage by fire, are to give *immediate notice thereof, within fourteen days*, to the secretary or manager of the company, or to the agent of the company, should there be one acting for it in the neighborhood of the place when such fire took place, and as soon after as possible, to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation.

"They shall also declare on oath or affirmation, whether any and what other assurance has been made on the same property; what was the whole value of the subject assured, and what their interests therein; in what general manner (as to trade, manufactory, merchandise or otherwise), the building assured or containing the subject assured and the several parts thereof, were occupied at the time of the loss, and who were the occupants of such building; and when and how the fire originated, so far as they know or believe. They shall also produce a certificate, under the hand *and seal* of a magistrate or notary public, most contiguous to the place of the fire, *and not concerned in the loss*, stating that he has examined the circumstances attending the fire, loss or damage alleged, and that he is acquainted with *the character* and circumstances of the claimant, and verily believes that he, she or they, have, by misfortune, and without fraud or evil practice, sustained loss and damage on the subject assured, to *the amount which the magistrate shall certify;* and until such proofs, declarations and certificates are produced, *the loss shall not be payable.* Also, if there appear any fraud or false swearing, the assured shall forfeit all claims under this policy."

"When merchandise or other personal property is partially damaged, the assured shall forthwith cause it to be put in as good order as the nature of the case will admit of, aided by a surveyor of the company, should the Board of Directors deem it so necessary; and shall procure a list or inventory of the whole to be made naming the quantity and cost of each article. The damage shall then be ascertained by the examination and appraisal of each article, by disinterested appraisers mutually agreed upon; one half the expenses to be paid by the assurers."

Condition requiring certificate of magistrate or notary most contiguous,etc.; in *Lampkin* v. *W. Ins. Co.*, 13 U. Ca., the Queen's Bench held it to work.

In *Shannon* v. *Hastings M. F. In. Co.*, it was held unreasonable under 36 Vic., c. 44, sec. 33 (O.) The Supreme Court of Canada held so in 1878 in *Shannon's* case on the appeal of *Hastings M. F. In. Co.*, which appeal was dismissed.

Semble, in Quebec such condition is not unreasonable, but insurance companies are omitting that condition.

§ 238. *Delivery of particular account a condition precedent.*

The delivery of the particular accounts is a condition precedent to be performed by the insured, and to be averred in the declaration to show title to recover.

Under the American clause the insured may lose his claim through the refusal, even wilful or groundless, of the nearest notary or magistrate to certify. This is similar to the old condition in England, requiring the certificate of the minister and churchwardens of the parish, which condition is rarely, if ever, seen now. The working of it may be observed by reference to the backneyed cases of *Wood* v. *Worsely*, 2 H. Bl.; *Routledge* v. *Burrell*, 1 H. Bl.; *Worsely* v. *Wood*, 6 D. & E.; *Oldman et al.* v. *Bewicke*, 2 H. Bl.[1]

§ 239. *Slight informality does not invalidate notice.*

In *Wiggins* v. *The Queen Insurance Co.*,[2] the jury found that the plaintiff made his claim with particulars, "but not in due form." The Superior Court thereon dismissed the action, but the judgment was reversed in appeal, and the plaintiff was allowed to recover.

[1] The Court held that if it had doubt, it would hold the objection waived, not being made till after suit.

[1] As to *Wood* v. *Worsely*, three of the judges were against the ruling of the Court, and Bell seems inclined the same way.

[2] In the Queen's Bench, Montreal, A.D. 1868.

Our Canadian Act, 32-33 Vic., cap. 23, allows any affidavits and declarations, required by the terms of any policy, to be taken before any commissioner, justice of the peace, or notary public, and these officers are required to take such affidavits or declarations, and the act enacts perjury for falsities. So what Bunyon says of policy oaths being extrajudicial, and that they cannot be insisted on, has no force in the Dominion of Canada.

§ 240. *Waiver of defective notice.*

Particulars after loss were furnished late, but the claim was considered, and rejected, not for that, but other cause. Waiver was held, as to notice within fixed time. *Dohn* v. *Farmers' Joint Stock Ins. Co.*[1]

In 1832, in the New York Supreme Court, occurred the case of *Cornell* v. *Le Roy & Rapelye.*[2] In an action on a policy, it was held that notice of loss by an assignee of the policy (an assignment of the policy having been made before loss with the assent of the assurer), is compliance with the condition that all *persons insured* shall forthwith give notice, etc. The report, however, shows that the policy, which was of a British company, the Alliance (of London), had not such a condition in it as condition 8 of the policy of the defendants.

Under the U. S. clause the certificate of the magistrate or notary must be full on all the points.

A certificate that would state that the magistrate or notary is acquainted with the character and circumstances of the claimant, and verily believes, etc, but should omit to state that "he has examined the circumstances attending the fire, loss or damage alleged," would be bad.

So, if he certified to loss, and to examination, but not as to character of claimant.

As to the delivery in of the particular account or statement of loss under the above conditions, after notice given of the fire, *semble*, under the first and third, it need not be even in a month, but under the second must it be within one calendar month after the fire.[3]

[1] N.Y., A.D. 1871.
[2] 9 Wendell's R.
[3] Perhaps not; the only penalty seems to be that payment cannot be exacted before account delivered, etc.

Semble, under the first and second ones, the insured need not make oath to particular statement in the first instance, but only if required; but under the U. S. clause the particular account must be under oath or affirmation when delivered in.

Semble, under the first and third, the particular account must be signed with assured's own hand; but under the second, it need not be, but may be signed by an agent.

Suppose first, an insurance on buildings by A. Second, assignment of policy by A to B, and the insurance company to endorse that they hereby consent that the interest of A in the within policy be transferred to B, subject, nevertheless, to all the conditions and stipulations therein. Surely after a fire B cannot pretend an absolute claim for the money; and surely A's loss would have to be proved. The following condition upon that insurance company's policy would have to be observed:—

"On the happening of any loss or damage by fire to any of the property included in the within policy, the insured shall *immediately* give notice thereof *in writing* to the company, and within 14 days after the happening of such loss or damage, shall deliver to the company as particular an account as is practicable of the property lost or damaged, and of the value thereof immediately before the happening of the said fire, and shall also in support of such statement make proof thereof by production of his books, accounts, invoices, vouchers and such other evidence and explanations as the company shall require, together with, if required, a declaration under oath or affirmation of the truth of such account or statement. The delivery of such notice, account or statement as is hereinbefore mentioned *within the time above expressed*, and the proof thereof in manner aforesaid, shall be a condition precedent to the insured recovering under this policy any sum whatever."

THE LATE MR. GLASSE, Q.C.

The announcement of the death of Mr. Glasse, Q. C., must have caused surprise to many people—not that he was dead, but that he had only just died. When in practice he

was seen and heard daily, but on retiring from professional work he went right away, first to Norfolk and then to Dorsetshire, where he died at a ripe old age. If he ever returned to Lincoln's Inn it must have been at very rare intervals. An extremely active man during the greater part of his professional career, he probably disliked the idea of being a mere onlooker at the game which he had so often played successfully, and we should not be astonished if in his retirement he took up some other occupation to which he devoted the surplus of his vigour. "Old Glasse," as the name almost implies, was in a way perhaps the most popular man in the Lincoln's Inn of his time—even his little vices endeared him to the profession. Vice-Chancellor Bacon's Court was amusing, and also instructive, for the veteran spoke by far the best English on the Chancery bench; and everybody had a look at Vice-Chancellor Stuart, or at any rate at his legs; but no Court in modern times has ever "drawn" like Malins' Court. The principal attraction there was Glasse, but probably his idiosyncrasies would not have been so marked, and his talents would not have been so much brought into play, if he had had a different judge on whom, or rather before whom, to practice. People went to Malins' Court to see some fun, and they seldom came away disappointed. But Vice-Chancellor Malins did a great deal of good work, with the assistance, and sometimes, perhaps, in spite of the opposition, of Mr. Glasse. If a suitor had anything like natural justice on his side, Sir Richard Malins tried his utmost to find an equity in his favour, and his quasi-parental solicitude sometimes tempted the leader of his Court into expressions which led to a conflict with the bench. In these the Vice-Chancellor generally came off second best, for he had a certain amount of dignity to preserve, whereas Glasse did not care twopence for anybody's dignity-certainly not the judge's. Malins' habit of telling anecdotes, principally about himself, also tended to develop the humorous side of Mr. Glasse's character. The squabbles were of daily and almost hourly occurrence, and the combatants got used to them. If Glasse had left the Court the Vice-Chancellor's health would probably have suffered. After Malins had gone Glasse ceased to practice. Probably each was almost necessary to the other. Glasse, however, had qualities which would have made him leader in any Court. He was a fair lawyer and a bold but scrupulously honest advocate. Though he squabbled with his judge, there was seldom bitterness in their quarrels. He got on well with other judges. He was beloved by the junior bar, and his services were eagerly sought for. Up to the time of his retirement he had shown little physical or mental decay, and there is no painful association in connection with his memory.—*Law Journal* (*London.*)

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 17.

Judicial Abandonments.

Amédée Beaupré, Montreal, Jan. 8.

Théophile Chamberland, hotel-keeper, Quebec, Jan. 12.

Alfred Corbeille, trader, Salaberry de Valleyfield, Jan. 8.

John Crichton, jr., trader, Salaberry de Valleyfield, Jan. 7.

Clovis Napoléon Déragon, trader, Knowlton.

Curators appointed.

Re Amédée Beaupré.—L. G. G. Beliveau, Montreal, curator, Jan. 15.

Re A. Boucher & Co.—Bilodeau & Renaud, Montreal, joint curator, Jan. 9.

Re Dame Marie Adèle Lesieur Desaulniers.—L. A. Beriau, Farnham, curator, Jan. 13.

Re Joseph Gareau.—Bilodeau & Renaud, Montreal, joint curator, Jan. 15.

Re W. F. Johnston.—W. A. Caldwell, Montreal, curator, Jan. 10.

Re L. Marion & Co., Hull.—J. McD. Hains, Montreal, curator, Jan. 12.

Re J. B Plamondon, St. Louis de Bonsecours.—Kent & Turcotte, Montreal, joint curator, Jan. 5.

Re W. A. Whinfield & Co., Montreal.—A. W. Stevenson, Montreal, curator, Jan. 9.

Dividends.

Re Wm. Beattie, Melbourne.—First dividend, Mairs & Thomas, Melbourne, joint curator.

Re E. R. Bellerose.—Dividend, L. G. G. Beliveau, Montreal, curator.

Re Francis Giroux.—First dividend payable Feb. 25, Kent & Turcotte, Montreal, joint curator.

Re Telesphore Monpas, St. Pierre les Becquets.—First dividend payable Feb. 5, Kent & Turcotte, Montreal, joint curator.

Re A. Therriault, Fraserville.—Second and final dividend, payable Feb. 4, N. Matte, Quebec, curator.

Separation as to property.

Zéphirine Cabana vs. Méril Menard, trader, St. Hyacinthe, Jan. 14.

Court Terms Altered.

Court of Queen's Bench, Iberville, 26th March and 25th October. Superior Court, Iberville, 9th to 13th of each month except July and August. Circuit Court, district of Iberville, 14th to 17th of each month except July and August. Circuit Court, county of Iberville, 18th to 26th February, June and October. Circuit Court, county of Napierville, 21st to 23rd February, June and October.