THE LEGAL NEWS.

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A correspondent of the London *Times* says that the judgment of Mr. Justice Butt in the recent case of *Crawford* v. *Crawford & Dilke* suggests a precedent for a collusive divorce suit. "A and his wife B desiring to be mutually released, the procedure might be as follows:—By way of rehearsal to avoid perjury, B would make a confession to her husband of her imaginary peccadilloes with a certain X. A would then file his petition, making X co-respondent, and on the hearing would testify to his wife's confession. Neither B's nor X's counsel would cross-examine A, and no further evidence would be necessary. Judgment for a decree *nisi* would then be pronounced, but it would be found that X was not guilty of the offence imputed to him. For sake of convenience, the usher of the Court might be a standing co-respondent, or the fiction might be carried out by resuscitating Messrs. John Doe and Richard Roe for the purpose. It may be objected that it would be open to the Queen's Proctor to intervene. Custom would determine. May not the same objection apply to the case of *Crawford* v. *Crawford & Dilke?*"

The Supreme Court of Canada, March 8, delivered judgment in a number of appeals from this Province. In *Pinsonneault & Hebert*, 7 Leg. News, 276, *Wylie et al. & City of Montreal*, M. L. R., 1 Q. B. 367; and *St. Gabriel & City of Montreal*, the judgment appealed from was reversed. In the following cases the judgment was confirmed:—*Black & Walker*, M. L. R., 1 Q. B. 214; *Bank of Toronto & Le Curé, etc., de Ste. Vierge* (appeal dismissed for want of jurisdiction); *Lamoureux & Molleur; La Corp. du Comté d'Ottawa & La Cie. du Chemin de Fer de M. O. & O.*, M. L. R., 1 Q. B. 46; *Lord & Davison*, M. L. R., 1 Q. B. 445; *Collette & Lanier*, 5 Leg. News, 412 (confirmed by Court of Queen's Bench).

AN ENGLISH LEGAL DIFFICULTY.

The press and the public in England are wonderfully moved at the result of the case of *Crawford & Crawford*, and *Dilke* co-respondent. It is, however, a probable, if not an absolutely necessary result of the legislation begun on the 28th of August, 1857, when the indissoluble marriage of the English law was transformed into a contract dissoluble under certain circumstances. In the first place, by the 20 & 21 Vic., c. 85, s. 48, it was provided, without reserve to put the judge on his guard, that the rules of evidence observed in the courts of common law at Westminster shall be applicable to and observed in the trial of all questions of fact in the divorce court. The rules of evidence in England making all persons competent as witnesses, necessarily gave the accuser and the accused the right and the obligation to give evidence, with two exceptions; first, that the witness should not be bound to answer any question tending to show that he or she had been guilty of adultery; (20 & 21 Vic., c. 85, sect. 43); second, that the witness should not be bound to incriminate himself for any indictable offence that might be comprised in the enquiry, such as desertion or cruelty. This last exception was limited the next session of Parliament, and it was provided that—"On any petition presented by a wife, praying that her marriage may be dissolved by reason of her husband having been guilty of adultery, coupled with cruelty, or of adultery, coupled with desertion, the husband and wife, respectively, shall be competent and compellable to give evidence of, or relating to, such cruelty or desertion," (22 & 23 Vic., c. 61, sect. 6). This, of course, places the permanence of marriage in the very greatest jeopardy. Its only protection is the sanctity of the oath of one person completely master of the case, and perhaps urged on by the strongest temptation to swear falsely. However, there is no escape from this danger, for the law has created it. But the Lord Ordinary has gone a step further, and has substituted the accused wife's confession in place of her testimony. This the statutes do not authorize, and it is formally in contradiction to the rules of jurisprudence. It is evident that

the wife could not consent to a dissolution of the marriage. This is clear from the nature of the case. The voluntary separation of husband and wife has no legal effect on the general principle *jus publicum pactis privatorum mutari non potest.* And the English statutes relating to divorce and matrimonial causes admit this, for they expressly provide against collusion. It is not less clear that being unable to consent, she cannot confess; for a judgment on her confession is tant-amount to a judicial contract.

There is another feature of the decision which is probably the cause of the violent commotion it has created. It is the duty of the court to satisfy itself that there is absence of collusion (20 & 21 Vic., c. 85, s. 29). The court might have examined the petitioner on oath, (*Ib.*, sect. 43). The court had power to require further evidence, (*Ib.*, sec. 44), and the court might have sent the papers to the Queen's Proctor to have the case argued by counsel. Curious to say, the Lord Ordinary did not consider it necessary to do any of these things, although the confession was not the only circumstance that might have attracted his attention as being suspicious.

Another question has been made much of; it is said that the lady is declared "guilty" and the co-respondent "not guilty." Whatever interest social or political may attach to this matter, juridically it has little or none. The co-respondent is called on for two purposes, (1) to defend his own character; (2) to be subjected to damages and costs. If he does not choose to defend himself it is his own affair. That the petitioner did not press for damages, and that he consented to pay costs, gives an air of collusion that would have rendered the intervention of the Queen's Proctor desirable, in view of the prevention of divorce by collusion; but the guilt or innocence of Sir Charles Dilke has no public interest beyond the limits of the political party to which he belongs. R.

A Chinese law-suit is something new here. Yet in their own country the Chinese are most litigious, and their passion for law has made the fortunes of scores of English solicitors and barristers in Hong-Kong. In California they do not use the American courts so much.—*N. Y. Tribune.*

COURT OF QUEEN'S BENCH.

QUEBEC, Feb. 6, 1886.

DORION, C. J., RAMSAY, TESSIER, CROSS, BABY, JJ.

LA CORPORATION DU COMTÉ D'ARTHABASKA, Appellant, and PATOINE, Respondent.

Municipal law—By-law—Jurisdiction of Superior Court—County Council.

HELD:—1. *The jurisdiction of the Superior Court is not taken away by M. C.* 100, *in actions to set aside a procès-verbal or resolution of a municipal council.*

2. *The neglect to promulgate a by-law does not prevent a party interested from taking proceedings to set it aside.*

3. *Where a county council declares a road to be a county road merely for the purpose of abolishing it, the Court will interfere and overrule such abusive exercise of power.*

RAMSAY, J. This is an action in the Superior Court to set aside resolutions of the County Council declaring the front road of a local municipality to be a county road, and immediately abolishing the same.

In the Court of first instance the action was dismissed, solely on the ground that these resolutions had not been promulgated. It seems to me that this objection is untenable. Article 693 appears to be decisive on this point under the Municipal Code. The case of *Molson & The Mayor of Montreal* (23 L. C. J. 169) is not in point, for there what was wanting was the assent of the voters. That is, it was a suggested by-law. It has been said that the resolutions were inoperative because their operation was suspended till the municipal local council acted—that is, *jusqu'à ce que le nouveau chemin soit ouvert.* I cannot say I seized this point at the argument, but, considering it now, it seems to me that a suspensive condition introduced into the resolutions would not tend to make them more legal.

The next objection is that the Superior Court had not jurisdiction to decide the contestation, its jurisdiction being taken away by the general terms of art. 100 M. C., and by art. 461. It is a little late in the day to put forward this pretension. We have taken cognizance of numerous suits to set aside by-laws. The *Corporation of Ste. Anne*

& Reburn, confirmed 26th November, 1884, (1) is a recent example.

In support of the jurisprudence it may be said that it requires express words to take away the jurisdiction of the courts of common law, for it is an elementary principle of policy as of law that the courts decide as to every legal relation. Now there are no such express words in art. 100, which sets up the special procedure; and art. 461 only refers back to that procedure.

Being a good common law action, I see nothing to prevent the corporation being condemned in damages of a merely nominal amount, for an improper use of its authority. Art. 706 M. C. does not affect the question. The damages of $20 are estimated as those arising from the *mise en vigueur du règlement*, which was not really suspended, but only part of its effects suspended till the accomplishment of a certain thing.

The serious question of the case is the right to interfere with the discretion of the county council. The power conferred on that body either by resolution or by *procès-verbal* is to declare that any road under the direction of a local municipal council shall thereafter be under the direction of the county council. (Art. 758, C. M.) Does this authorize a county council to declare a road a county road simply for the purpose of abolishing it; in other words, can a county council use its powers in fraud of the purpose of the law? I am inclined to agree with what Mr. Justice Andrews said in this case, and also with the views expressed by Chief Justice Meredith in the case of *Bothwell & West Wickam.*(2) Although that case was decided on other grounds, the learned Chief Justice remarked severely upon the extraordinary nature of the powers conferred on corporations, and pointed out the necessity of restraining them within certain limits. But the question is not a new one. Anciently corporations were frequently granted immense powers, or they used the powers inherent in them in an unreasonable way, and contrary to the public good, for which alone the privileges were granted, and the courts interfered, and laid down rules to check these extravagances. One of the most salutary of these rules is that a by-law must be reasonable, and a by-law not reasonable in any respect, will be void. 2 Comyns Vo. By-law, p. 163. And Coke says:—Every by-law must be *legi, fidei, rationi consona*, 8 R. 126; and if it appears to the court to be, it is sufficient, though it be not averred to be so by the pleadings. *Ib.* 126 *b.*

I have quoted English law on this subject, for it, I think, determines the point. Municipal institutions, such as those we have, are derived from the English law, and our courts have the general prerogatives of English courts. These last are derived from the authority of the Sovereign, and as the administration of justice is one of the greater rights of the Crown it is governed by the public law of the empire. This cannot now be questioned, for though the power of the Court of King's Bench to decide civil cases was co-extensive with that of the *prevoté, justice royale, intendant* or superior council, any legislative power possessed by any court prior to the year 1779 only being denied to them (34 Geo. III, 5, 8,) there can be little question that the general authority of the Court of King's Bench in England was exercised by the Court of King's Bench here so soon as it was established by the 17 Geo. III. But in the 4th year of the Queen's reign, an ordinance of the special council (ch. 45, sect. 39), ordained and enacted "That courts and magistrates, and all other persons, bodies politic and corporate within this Province of Lower Canada, shall be subject to the superintending and reforming power, order and control of the said Court of Queen's Bench, and of the Justices thereof, in such sort, manner and form as courts and magistrates, and other persons, bodies politic and corporate, of and in the aforesaid part of Great Britain called England, are by law subject to the superintending and reforming power, order and control of the Court of Queen's Bench in the said part of Great Britain called England, and the Justices thereof in term or in vacation." When in 1849 Sir Louis Lafontaine re-organized the judicial system by making the Court of Queen's Bench the chief court of original jurisdiction in criminal matters, and only a court of appeal and error in civil mat-

(1) M.L.R., 1 Q. B. 200.
(2) 6 Q. L. R. 45.

ters, it became important to define the general jurisdiction of the Superior Court, and it was enacted that "excepting the Court of Queen's Bench, established as aforesaid, by an Act of this Session, all courts and magistrates, and all other persons, and bodies politic and corporate within Lower Canada, shall be subject to the superintending and reforming power, order and control of the said Superior Court and of the Judges thereof, in such sort, manner and form as Courts and Magistrates, and other persons, and bodies politic and corporate, in Lower Canada, shall immediately before the time when this Act shall come fully into effect, be subject to the superintending and reforming power, order and control of the several Courts of Queen's Bench, and of the Judges thereof, in term and in vacation; and such superintending and reforming power and control are hereby vested in and assigned to the said Superior Court, and the Judges thereof."

Of course if we could turn from the English to the French law, the authority for a restraining power in the courts would be still more decisive. There can be little doubt that if a *parlement* had been appealed to, representing that proceedings such as the one complained of were common, we should find not only an *arrêt* but an *arrêt portant règlement* on the matter.

It is not always easy to lay one's hand on authority exactly in point as to the antiquities of the law, and so I am not able to substantiate this proposition as fully as I should wish; but under the word "*abus*" in Bouchel's *Tresor du droit*, the general doctrine as to the correction of all abuses is laid down, and referred back to two well known texts of the Digest in the Lib. de Legibus.

But as I have already said, the particular case before us comes under the English law, because it is a municipal matter derived from English sources, because it involves the question of judicial organization which is of public law, and which is recognized by repeated statutes of this Province. The judgment will therefore be confirmed. Sir A. A. Dorion, C.J., diss., and Cross, J., diss. as to the damages, which the latter would have disallowed.

*COURT OF QUEEN'S BENCH—MONTREAL.**

Appeal from order of judge in Chambers—C. C. P. 1340, 494.

HELD:—That an appeal does not lie directly to the Court of Queen's Bench sitting in appeal from the decision of a judge in Chambers revising an order of the prothonotary in a matter coming within the provisions contained in the third part of the Code of Procedure.—*Ross et al. & Ross et vir*, Dorion, C. J., Ramsay, Cross, Baby, JJ., January 25, 1886.

City of Montreal—Assessment for improvement—42 & 43 Vic. ch. 53, *s.* 4, §§ 1, 4—*Warranty—Construction of agreement as to waiver of interest.*

A vendor who sells a property during the proceedings of expropriation for a public improvement is not *garant* of the purchaser for the share of the cost of the improvement with which the property is charged by an assessment roll subsequent to the date of the sale. And this holds good even where the assessment roll referred to was prepared under the authority of an Act of the Legislature to take the place of the original assessment roll for the same improvement, made *previous* to the sale, but which had been declared null by the Courts,—there being nothing in the Act to give a retroactive effect to the new assessment roll, or to reserve to the actual owner of a property any recourse against those from whom he had derived his title after the improvement had been made.

2. The vendors, by a clause of the deed of sale, relinquished and waived any right to exact interest on the unpaid balance until the net revenues of the company purchaser should be sufficient to pay the annual liabilities of the company for interest, insurance, etc., in connection with a certain loan, after which they would be entitled to receive interest to the extent of 7 p. c. out of the surplus of revenue, according to its sufficiency: —*held*, that the true meaning of this stipulation was that the purchaser should pay no interest on the balance due during the extension of time granted for the payment of

* To appear in Montreal Law Reports, 2 Q. B.

the balance, unless the net revenue of the company should be sufficient to pay the charges for interest, insurance, etc., and not merely that the claim for interest should be postponed. *Cross & The Windsor Hotel Co. of Montreal*, Dorion, C. J., Monk, Ramsay, Tessier, Baby, JJ., September 25, 1885.

Fire Insurance—Powers of Agent—Interim Receipt—Non-issue of Policy—Conditions—Notice of other Insurance.

HELD:—That the agent of an insurance company has no authority to accept an insurance and give a receipt for the premium in exchange for a receipt for his individual debt to the person insuring, and such act on his part will not bind the company. *Citizens Insurance Co. of Canada & Bourguignon.* Dorion, C. J., Ramsay, Tessier, Cross, Baby, JJ., Jan. 25, 1886.

Master and Servant—Damages—New Trial—Exclusion of Testimony—Partiality of Jury.

HELD:—1. An employer is responsible for the damages suffered by an employee through the negligence or want of skill of a fellow employee.

2. (Following *Ravary & G. T. R.*, 6 L. C. J. 49,) A direction to the jury that anguish of mind suffered for the loss of a husband may properly be taken into consideration by them in estimating the damages which should be allowed to the widow, is not erroneous.

3. Where a witness arrived after the evidence at the trial was closed, but before the jury were charged, the exclusion of his testimony was not in itself a sufficient ground for allowing a new trial; but the Court will look to the relevancy and importance of the evidence which the witness was prepared to give, and where the affidavit of such witness is before the Court, and the testimony which he proposed to give does not appear to be relevant or material, a new trial will not be ordered on the ground that the evidence was excluded.

4. The fact that one of the jury, in the course of the trial, put a question to a witness which appeared to indicate a leaning to the side of the plaintiff, and the further circumstance that the jury presented her with their own taxed fees after the verdict was rendered, are not such indications of bias or partiality as to constitute grounds for a new trial.—*Robinson & Canadian Pacific Ry. Co.* Dorion, C. J., Ramsay, Cross, Baby, JJ., Jan. 16, 1886.

Charter-party — Time — Rejection of contract.

The appellant, in January 1879, agreed to charter a steamship, for the carriage of live cattle to England, and the conditions of the charter-party were that the ship should proceed to Montreal with all convenient speed, to arrive there "between" the opening of navigation of 1879, and thereafter to run regularly between Montreal and London, and to be dispatched from Montreal in regular rotation with other steamers under charter of the same charterer, to be chartered up to 1st October, 1879. Navigation opened at Montreal about 1st May, but the steamship did not arrive there until 18th May, when the appellant refused to load.

Held (following *McShane & Henderson*, M. L. R., 1 Q. B. 264) that there was not a substantial compliance with the contract on the part of the ship, and the appellant was entitled to throw up the charter-party. *McShane*, Appellant, & *Hall et al.*, Respondent, Dorion, C.J., Monk, Ramsay, Cross, Baby, JJ., Sept. 25, 1885.

Substitution—Within what limits it may be created—C. C. 932—Accretion.

HELD:—Confirming the judgment of the Superior Court (M. L. R., 2 S. C. 23), that by the old jurisprudence introduced into this province, and which was not affected in this particular by the Imperial Statute of 1774 (14 Geo. III, c. 83), but was still in force in August 1798, when the will in question was made, a substitution created by will was limited to two degrees exclusive of the institute.

2. Degrees of substitution are counted by heads ("par têtes") and not by roots ("par souches"). When the share of one among several who took conjointly passes to the others by his death, such transmission is reckoned an additional degree as regards the

share so transmitted.—*Jones*, Appellant, & *Cuthbert*, Respondent, Monk, Ramsay, Tessier, Cross, Baby, JJ., Sept. 25, 1885.

Appointment of experts—C. C. P. 322, 323—*Acquiescence in appointment of one expert.*

HELD:—That where the Court has appointed one expert only, and the expert has proceeded to act without protest or objection by the parties, they will be presumed to have acquiesced, and the report will not be set aside on the ground, urged subsequently, that the Court should have appointed three experts.—*Malbœuf*, Appellant, & *Larendeau*, Respondent, Dorion, C.J., Monk, Ramsay, Cross, JJ., Nov. 27, 1885.

Testamentary executor—Delegation of powers—Grounds of removal from office.

HELD:—Where testamentary executors transferred the control of the estate to another person, who paid the monies belonging to it into a bank in his own name, and afterwards drew them out: that the Court below exercised a proper discretion in removing the executors from office, even without evidence of fraudulent intention or actual dissipation of the property.—*French et al. & McGee et al.*, Monk, Ramsay, Tessier, Cross, Baby, JJ., Jan. 21, 1886.

Principal and Agent—Powers of Agent—Acquiescence and Ratification by Principal.

Appellant and respondent are banks,—the former a savings bank, and the latter an ordinary banking institution. On the 13th Sept., 1873, C., respondent's cashier, obtained a loan in his own name from appellant, on the security of shares of the respondent bank, standing also in his own name. These shares declining in value, C. substituted therefor notes the property of respondent, intimating that the loan was made to respondent, and not to himself personally. On the 23rd June, 1875, the transaction was entered on the books of respondent as being a transaction of respondent and not of C. personally, and on the 20th July, 1875, the pass-book between appellant and respondent was altered in accordance with the same pretension.

HELD:—That a principal may, by subsequent ratification, or even by tacit acquiescence, render himself responsible to a third party for the act of his agent in excess of his authority; and that in this case the respondent, being well aware of appellant's pretension, and having acquiesced in it until 5th August, 1876, must be held to have ratified the act of its agent C., and became bound thereby. *La Banque d'Epargnes*, Appellant, & *La Banque Jacques Cartier*, Respondent, Dorion, C.J., Ramsay, Cross, Baby, JJ., Jan. 25, 1886.

Lessor and Lessee—Interruption of Lessee's enjoyment—Compensation—Damages.

HELD:—1. Where a lessee was entitled by a clause of the lease to become proprietor of the premises leased on payment of a specified sum, that, when sued in ejectment, he could not plead that this sum had been compensated by damages suffered by him through the interruption of his business. 2. In any case the damages which a tenant can claim for non-fulfilment of a condition of the lease must be the immediate and direct consequence of such inexecution, and will not include indirect and remote damages, such as loss alleged to have been suffered owing to the lessee's inability to fulfil contracts, or for waste of wood prepared for his business.—*Bell*, appellant, and *Court*, respondent. Dorion, C. J., Ramsay, Tessier, Cross, Baby, JJ., Jan. 21, 1886.

RECENT UNITED STATES DECISIONS.

Innkeeper—Who is guest.—W., the keeper of a gambling house, closed his night's business at two o'clock *a. m.*, having a sum of money upon his person; and not being ready to retire for the night, and not wishing to carry his money upon his person at that time of night, visited an inn for the purpose of depositing his money for safe keeping; found the inn in charge of a night clerk; inquired if he could have lodgings for the night; was told that he could; stated that he did not desire to go to his room at that time, but wished to leave some money with the clerk, and would return in about half an hour. The clerk told

him he would reserve a good room for him. He did not register his name. It was not upon any book of the inn. No room was assigned him. He left his package of money with the clerk, received a check for it, and departed. He returned in about three hours to have a room assigned to him, and retire for the balance of the morning. The clerk had absconded with the money. *Held*, W. was not a guest of the inn at the time he deposited his money with the clerk, and the innkeeper is not liable for its loss. That to entitle a person visiting an inn to be treated as a guest, and to hold the innkeeper responsible for money deposited with him for safe keeping, it must appear that such visit was for the purposes which the common law recognizes as the purposes for which inns are kept; and where such visit is made by one who does not require the present entertainment or accommodations of such inn, but whose purpose is simply to deposit his money for safe keeping, he is not a guest of the inn, and cannot hold the proprietor to an innkeeper's liability for the loss of his money. *Arcade Hotel Co.* v. *Wiatt*, Ohio Supreme Court.

TRIBUNAL CIVIL DE LA SEINE (FRANCE).

Décembre 1885.

NOURIGAT v. LA COMPAGNIE GÉNÉRALE D'OMNIBUS.

Blessures en arrêtant un cheval emporté—Responsabilité du propriétaire.

JUGÉ:—1o. *Que celui qui en cherchant à arrêter un cheval emporté est lui-même blessé peut recouvrer du propriétaire de l'animal des dommages-intérêts, si ce dernier est en faute.*

2o. *Que le cocher conduisant une voiture dont les brancards sont cassés et le cheval attelé qu'avec des cordes doit mener son cheval à la main et ne pas demeurer sur son siége; dans ce dernier cas, le propriétaire sera responsable, si le cheval s'emporte et cause des dommages à quelqu'un.*

Le 19 mars 1884, le sieur Nourigat se trouvant rue de l'Arrivée aperçut une voiture de la Compagnie générale dont le cheval commençait à s'emporter. Craignant un accident à cet endroit où la circulation est très active, il se précipita à la tête du cheval pour l'arrêter. Il fut blessé au poignet.

Nourigat assigne la Compagnie en dommages-intérêts.

Il était établi par les pièces produites que la voiture, conduite par un cocher qui se trouvait sur le siège, avait ses brancards cassés et que le cheval n'était attelé qu'avec des cordes.

Le tribunal a déclaré que, dans ces circonstances, le cocher de la Compagnie avait commis une grave imprudence en restant sur son siège au lieu de conduire à la main son cheval: que ce cheval s'étant effrayé, il n'avait pu le retenir et s'en rendre maître; que Nourigat de son côté n'avait commis aucune faute de se porter à la tête d'un cheval qui pouvait occasionner un accident.

Le tribunal a déclaré la Compagnie des Petites Voitures responsable, et appréciant le préjudice l'a condamnée à 100 fr. de dommages-intérêts et aux dépens.—(Rapport de Maître Louis Albert, *Journal de Paris.*)

TRIBUNAL DE DUNKERQUE (FRANCE)

Janvier 1886.

THIERRY v. CHARTRAN.

Notaire—Responsabilité.

JUGÉ:—*Qu'un notaire n'est pas le simple rédacteur des conventions des parties, mais qu'il doit les éclairer. Lorsque, notamment, il se constitue le mandataire de son client, qui lui a confié des fonds pour les placer, et que celui-ci entend faire un placement entouré de toutes les garanties désirables, le notaire assume une responsabilité des fautes qu'il pourra commettre dans l'accomplissement de son mandat.*

Jugé en ce sens par le tribunal civil de Dunkerque, conformément à la jurisprudence de la Cour de Cassation. 30 mai 1881.

(Journal de Paris—Rapport de Mtre Louis Albert.)

INSOLVENT NOTICES, ETC.

(*Quebec Official Gazette, March* 6.)

Judicial Abandonments.

Napoléon Grenier, trader, Capelton, tp. of Ascot. March 2.

John Egger and Henry O'Sullivan, (Egger & Co.,) watchmakers and jewellers, Montreal, March 2.

Curators Appointed.

Re Pelletier & Tardif, traders, Quebec.—Henry A. Bedard, Quebec, curator, March 3.

Re Arcade Decelles.—Thos. Darling, Montreal, curator, March 1.

Re John Mooney & Co., Windsor Mills.—John J. Griffith, Sherbrooke, curator, March 1.

Re P. L. Nadeau, Iberville.—Kent & Turcotte, Montreal, curator, Feb. 25.

Re Eckersdorff & Co., Montreal.—S. C. Fatt, Montreal, curator, Feb. 24.

Re Cléophas Lenghan.—C. A. Parent, Quebec, curator.

Dividend Sheets.

Re Eugéne Demers.—Div.sheet at office of A. McKay, curator, Montreal.

Re Michael Hayes.—Div. sheet at office of W. A. Caldwell, curator, Montreal.

Separation as to Property.

Emilie Piche *vs.* Ambroise Tellier dit Lafortune, trader, Montreal, March 2.

Rules of Court.

Hudon & Orsali *vs.* Milliken *es qual.*, circuit court, St. Francis. Creditors of defendant es qual. notified to file claims.

Hoadley *vs.* Camperdown Hotel Co. Superior Court, St. Francis. Creditors of defendant notified to file claims.

Chrétien *vs.* Coté, and Guilbault, T. S., Superior Court, Joliette. Creditors of defendant notified to file claims.

Appointments.

Francois Xavier Gosselin, advocate, Chicoutimi, appointed Prothonotary of Superior Court, Clerk of Circuit Court, Clerk of the Crown, and Clerk of the Peace for district of Chicoutimi.

John Henry Sadler Dyke, emigration agent, Liverpool, and William Barrott Montfort Bird, solicitor, No. 5 Gray's Inn Square, London, appointed commissioners to take depositions under C.C.P. 30.

GENERAL NOTES.

There are thirteen prisoners in a Mississipi jail charged with murder. It is feared that the unlucky number may prove fatal to some of them.—*Tribune.*

Herbert Spencer, in his essay on overlegislation, makes the following remarks upon the question of codification :—" Lawyers perpetually tell us that codification is impossible; and there are many simple enough to believe them. Merely remarking, in passing, that what government and all its employees cannot do for the acts of Parliament in general, was done for the 1,500 customs acts in 1825 by the energy of one man, Mr. Deacon Hume, let us see how the absence of a digested system of law is made good. In preparing themselves for the bar, and finally the bench, law-students, by years of research, have to gain acquaintance with this vast mass of unorganized legislation; and that organization which it is held impossible for the State to effect, it is held possible (sly sarcasm on the State) for each student to effect for himself. Every judge can privately codify, though 'united wisdom' cannot. But how is each judge enabled to codify? By the private enterprise of men who have prepared the way for him, by the partial codifications of Blackstone, Coke and others; by the digests of partnership law, bankruptcy law, law of patents, laws affecting women, and the rest that daily issue from the press; by abstracts of cases, and volumes of reports, every one of them unofficial products. Sweep away all these fractional codifications made by individuals, and the State would be in utter ignorance of its own laws! Had not the bunglings of legislators been made good by private enterprise, the administration of justice would have been impossible!"

The ingenuity of a *pédicure* in identifying a thief elicited the compliments of a Judge in a Paris Court a few days ago. The corn-extractor kept a Turkish Bath, and among the clients one day appeared a stranger in a seedy garments who disappeared with a much better suit belonging to another customer. Before he went away, however, he had requested the services of the proprietor in his capacity of *pédicure*, who thus tells the story: "Voilà que cet individu me demande pour lui inspecter les pieds. Naturellement je le fais, je l'examine et je lui enlève trois cors et deux œils de perdrix. (*Hilarité dans l'auditoire.*)" The witness then relates how search was made after the thief, and continues: "C'est trois ou quatre jours après. Un de mes garçons me dit avoir aperçu à l'Hôtel des Ventes quelqu'un qui ressemblait au voleur. Je donnai la consigne de me ramener cet individu à tout prix. Bon! le garçon revient avec l'individu, que je reconnais immédiatement. Mais, pour être plus sûr, je le fais se mettre tout nu et mon œil saute à ses pieds. (*Nouvelle hilarité*). Alors, je ne pouvais plus avoir de doute, car j'aperçus les trois cors et les deux œils de perdrix qui étaient en train de repousser. (*Explosion de rires dans l'auditoire*). Je l'ai fait arrêter." The prisoner then admitted that he had taken the suit because it was better than his own.

Quibbling for a man's life is justifiable if it be ever justifiable, but it was not to be expected that the strong bench of judges representing the Judicial Committee of the Privy Council at the hearing of the petition in the case of *Regina* v. *Riel* would accept the quibbles put forward in behalf of the condemned man. If it be true that the Dominion Parliament, under powers from the Imperial Parliament to "legislate for the due administration and the peace, order, and good government of Her Majesty's subjects in the North-West Territories," cannot put a jury of six in place of a jury of twelve and allow six challenges instead of thirty-five, it is difficult to see what that Legislature can do. Experience in the County Courts in England shows that twelve jurymen are the smallest number from which impartiality and common sense can reasonably be expected, but the Dominion Parliament was allowed its own opinion on such subjects, and it has altered the English common law accordingly, probably to meet the necessities of a sparsely-populated country. To say of a particular alteration of the existing law when made that it is *ultra vires* because it does not in fact conduce to good order and government is to revoke the legislative powers conferred. The stipendiary magistrate presiding at the trial was required to have "full notes of the evidence" taken down "in writing," which was done in shorthand. If shorthand is not writing, what is it? In the middle ages it would, perhaps, have been called magic, but in th se prosaic times it is writing. It is curious but unnecessary to observe that the Act happens to use a phrase peculiarly appropriate to shorthand—namely, a "full note," which is the technical expression for a verbatim shorthand note. No other result than the rejection of the petition could follow, without prejudice, as we are glad to see, to the question of the right of appeal to the Privy Council in criminal cases generally.—*Law Journal* (London.)