The Legal News.

VOL. XII. JUNE 8, 1889. No. 23.

The English Queen's Bench Division in *Gledhill* v. *Crowther*, April 30, overruled the decision of a returning officer on a point of some interest. The facts, as presented in the special case submitted to the Court, were that the petitioner and respondent were candidates at the election of a county councillor. The petitioner's proposer was an elector of the name of James Sykes, who, however, signed the nomination paper thus: James Sykes, junr. The respondent thereupon gave notice to the returning officer that he objected to the petitioner's nomination paper, on the ground that the name of James Sykes, junr., did not appear upon the register of electors. This objection was allowed. It was found by the case that there were three persons (other than the said James Sykes) of the name of James Sykes entered on the register as voters. The addition of 'Junior' was first used as a part of his signature by the said James Sykes to distinguish him from his father, who had then been dead for many years, and that he was generally known throughout the electoral division as 'James Sykes, junr.' The usual signature of the said James Sykes was, and always had been, 'James Sykes, junr.' None of the other three persons of the same name so entered upon the register was known as, or signed himself as, James Sykes, junior. The question for the opinion of the Court was, whether the objection to the nomination of petitioner ought to have been allowed. The Court (Mathew and Grantham, JJ.) held that the returning officer was wrong in allowing the objection, that the prayer of the petitioner must be granted, and a new election held.

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The title of our contemporary, "*The Green Bag*," has caused some discussion as to the colour of the bag formerly carried by lawyers. *The Green Bag* referred to a comedy written by Wycherley, "The Plain Dealer," to show that lawyers usually carried green bags in the seventeenth century. The *Law Journal* (London) challenged the correctness of this statement. "The bag by which the barrister is known in England is that in which he carries his forensic attire. He buys a blue bag when he is called to the bar, and carries it to the end of his days, or until a Queen's Counsel who has led him in a cause presents him with a red bag. Occasionally he may have a brief or a book in his bag, and of late years the bag has, by a departure from good forensic form, sometimes been seen in court, but its uses properly stop at the robing-room door. Attorneys in former times carried green bags, not as part of their professional fitting, but as holding deeds, records and documents of a more or less official character."

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In reply to this *The Green Bag* writes:—"Upon further examination, we feel that there is certainly very good authority to support our statement as to the antiquity of the *green bag* as the badge of a lawyer. In his 'Book on Lawyers' Mr. Jeaffreson says: 'On the stages of the Caroline theatres the lawyer is found with a green bag in his hand; the same is the case in the literature of Queen Anne's reign; and until a comparatively recent date, green bags were generally carried in Westminster Hall and in provincial Courts by the great body of legal practitioners.' Again, he says: 'So also in the time of Queen Anne, to say that a man intended to carry a green bag was the same as saying that he meant to adopt the law as a profession. . . It must, however, be borne in mind that in Queen Anne's time, green bags, like white bands, were as generally adopted by solicitors and attorneys as by members of the bar. . . . . Some years have elapsed since green bags altogether disappeared from our Courts of law."

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The *Law Journal*, however, in its rejoinder, is unwilling to accept Mr. Jeaffreson as conclusive authority, and says:—"The passage from the 'Plain Dealer' clearly does not support the statement that 'on the stages of the Caroline theatres the lawyer is found with a green bag in his hand,' or that 'in Queen Anne's time green bags were as generally adopted by solicitors or attorneys as by mem-

bers of the bar.' Neither do the statements that 'until a comparatively recent date green bags were generally carried in Westminster Hall and in provincial Courts by the great body of legal practitioners, and that some years have elapsed since green bags altogether disappeared from our Courts of law' help, as no one suggests that green bags did not appear in Courts of law. Five and twenty years ago a discussion of the subject of green bags was begun in *Notes and Queries*, and it has not yet ended. On February 23, 1861 (2nd S. xi), appeared the following query:—

*The 'Green Bag.'*—What were the contents of the article known as *the* green bag? Did it contain the papers of the 'delicate investigation' on the conduct of the Princess of Wales in 1806, or the seditious papers presented by Lord Sidmouth to Parliament in 1817 (see Haydn's 'Dictionary of Dates', or those on Queen Caroline's trial, or were these severally in green bags, and the term applied equally to each series of papers? (2) Is a green bag the usual cover of documents sent from the offices of Ministers of State to Parliament as distinguished from the blue bag of the law? (3) Or has the term 'green bag' a conventional meaning as applied to investigations of a delicate, or may I say indelicate, nature, such as the Spaniard calls *poco verde?* VERDANT GREEN.

Twenty years afterwards Mr. Gibbes Rigaud, writing from Oxford, replied as follows (6th S. iv., July 23, 1881):—

The green bag did not contain the accusations of 1806. These were published in the *Book* of 1813. The green bags (for there were two) contained all the evidence that had been obtained by the Milan Commission with regard to the Prince's conduct with one Bartholomeo Bergami. The king sent messages to both Houses. Lord Liverpool delivered the one to the Lords, the Lord Castlereagh that to the Commons, and each at the same time laid on the table a green bag containing papers for their consideration. It is not generally known that there were duplicate bags, and that the one in the Commons was never opened. For anything I know to the contrary, the green bag sent to the faithful Commons may still lie sealed and unexamined in the archives of Westminster.

The statement made on March 9 last that 'attorneys in former times carried green bags, not as part of their professional fitting, but as holding deeds, records, and documents of a more or less official character, was based on the result of this correspondence from a source to which we look on this side the Atlantic for original research on antiquarian matters."

## SUPREME COURT OF CANADA.

OTTAWA, March, 1889.

Quebec.]

LES ECCLESIASTIQURS DU SEMINAIRE DE ST. SULPICE v. THE CITY OF MONTREAL.

*Municipal taxes—Special assessments—Exemption—41 Vic. (Q.) c. 6, s. 26—Educational Institution—Tax.*

By 41 Vic. c. 6, sec. 26, all educational houses or establishments, which do not receive any subvention from the Corporation or Municipality in which they are situated, are exempt from municipal and school assessments, "whatever may be the Act in virtue of which such assessments are imposed and notwithstanding all dispositions to the contrary."

*Held*, reversing the judgment of the Court of Queen's Bench (Appeal side), Montreal, (M. L. R., 4 Q. B. 1), that the exemption from municipal taxes enjoyed by educational establishments under said 41 Vic. c. 6, sec. 26, extends to taxes imposed for special purposes, e.g., the construction of a drain in front of their property. (Sir W. J. Ritchie, C. J., dissenting.)

*Per* STRONG, J. Every contribution to a public purpose imposed by superior authority is a "tax" and nothing less.

Appeal allowed with costs.

*Geoffrion, Q.C.*, for appellants.

*Ethier*, for respondents.

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Quebec.]

DUBUC v. KIDSTON et al.

*Hypothecary action—Judgment in—Art. 2075 C.C.—Service of judgment—Art. 476 C.C.P. & Cons. Stat. L. C. Ch. 49, sec. 15—Waiver.*

By a judgment *en déclaration d'hypothèque* certain property in the possession and ownership of respondents was declared hypothecated in favour of the appellant in the sum of $5,200, and interest and costs; they were condemned to surrender the same in order that it might be judicially sold to satisfy the judgment, unless they chose rather and preferred to pay to appellant the amount of the judgment. By the judgment it was also decreed that the option should be made within 40 days of the service to be made upon them of the judgment, and in default of their so

doing within the said delay that the respondents be condemned to pay to the appellant the amount of the judgment.

This judgment, (the respondents residing in Scotland and having no domicile in Canada) was served at the Prothonotary's office and on the respondents' attorneys. After the delay of forty days, no choice or option having been made the appellant caused a writ of *fi. fa. de terris* to issue against the respondents for the full amount of the judgment. The sheriff first seized the property hypothecated, sold it and handed over the proceeds to a prior mortgagee. Another writ of *fi. fa. de terris* was then issued and other realty belonging to the respondents was seized. To this second seizure the respondents filed an opposition *afin d'annuler*, claiming that the judgment had not been served on them and that they were not personally liable for the debt due to appellant.

*Held*, 1st. Reversing the judgment of the Court below, that it is not necessary to serve a judgment *en déclaration d'hypothèque* on a defendant who is absent from the Province and has no domicile therein. Art. 476 C.P.C. and Cons. Stats. L. C. ch. 49, sec. 15.

2nd. That the respondents by not opposing the first seizure of their property, had waived any irregularity (if any) as to the service of the judgment.

3rd. That in an action *en déclaration d'hypothèque* the defendant, in default of his surrendering within the period fixed by the Court, may be personally condemned to pay the full amount of the plaintiff's claim. Art. 2075 C. C.

Appeal allowed with costs.

*Blanchet, Q.C.*, for appellant.

*Irvine, Q. C.*, for respondents.

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Quebec.]

THE UNION BANK OF LOWER CANADA v. THE HOCHELAGA BANK.

*Hypothec to the prejudice of creditors—When invalid—Art.* 2023, *C.C.*

Where an hypothec has been acquired upon property within thirty days immediately preceding the declaration and admission of the mortgagee's agent, that the mortgagors were notoriously insolvent and *en déconfiture*, such hypothec, in a report of distribution of the moneys realized on the property of the insolvents, cannot be invoked to the prejudice of a party who was a creditor at the time when the hypothec was given. Art. 2023 C. C.

Appeal dismissed with costs.

*Irvine, Q.C.*, for appellants.

*Béique*, for respondents.

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Quebec.]

G. DEMERS v. N. DUHAIME.

*Action en restitution de deniers—Sale of personal rights without warranty—Sale en bloc —Arts.* 1510, 1517, 1518 *C.C.*

N.D., respondent, owner of a cheese factory, made an agreement with farmers by which the latter agreed to give the milk of their cows to no other cheese factory than to that of N.D. N.D. subsequently sold to G.D. (the appellant) the factory and, *sous la simple garantie de ses faits et promesses*, whatever rights he might have under his agreement with the farmers for the bulk sum of $7,000.

Then G. D. assigned to B. the factory and the same rights, but excluding warranty, *sans garantie aucune*, for $7,500.

A company was subsequently formed to whom B. assigned the factory and the rights, and one of the farmers to the original agreement having sold milk to another cheese factory, the company sued him, but the action was dismissed on the ground that N. D. could not validly assign personal rights he had against the farmers.

Thereupon G. D. brought an action against N. D. to recover the price paid by him for rights, which he had no right to assign. At the trial it was proved that although the price mentioned in the deed and paid was a bulk sum for the factory and the rights, the parties at the time valued the rights under the agreement with the farmers at $5,000. G. D. also admitted that the action was taken for the benefit of the present owners of the factory.

*Held*, affirming the judgment of the Court below, Strong and Fournier, JJ., dissenting, that, inasmuch as the appellant, by the sale he had made to B., had received full benefit of all that he had bought from respondent and had no interest in the suit, he could not claim to be reimbursed a portion of the price paid.

*Per* TASCHEREAU, J.—If any action laid at all, it could only have been to set the sale aside, the parties being restored to the *status quo ante* if it were maintained.

Appeal dismissed with costs.

*Irvine, Q.C.*, for appellant.

*Casgrain, Q.C.*, for respondent.

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Quebec.]

OTTAWA, April 30, 1889.

MITCHELL v. MITCHELL.

*Removal of executor—Arts.* 282, 285, 917, *C.C.*

*Held*, affirming the judgment of the Court of Queen's Bench (Appeal side), Montreal, (M. L. R., 4 Q. B. 191), that Art. 282, C. C. does not apply to executors chosen by the testator, and that in an action for the removal of one executor, when there are several executors, the existence of a law suit between such executor and the estate he represents, and the evidence of irregularities in his administration, but not exhibiting any incapacity or dishonesty, are not a sufficient cause for his removal. Arts. 917, 285 C. C. (Strong, J., dissenting.)

Appeal dismissed with costs.

*Lafleur & Rielle*, for appellant.

*Delisle*, for respondent.

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Quebec.]

WEIR v. CLAUDE.

*Pollution of running stream—Long established industry—Nuisance—Injunction.*

W. acquired a lot adjoining a small stream at Côte des Neiges, Montreal, and finding the water polluted by certain noxious substances thrown into the stream, brought an action in damages against C. the owner of a tannery situated fifteen arpents higher up the stream, and asked for an injunction. At the trial it was proved that C. and his predecessors from time immemorial carried on the business of tanning leather, there using the waters of the stream, and that it was the principal industry of the village, that the stream was also used as a drain by the other proprietors of the land adjoining the stream, and manure and filthy matter were thrown in, and that every precaution was taken by C. to prevent any solid matter from falling into the creek, and that W.'s property had not depreciated in value by the use C. made of the stream.

*Held*, affirming the judgment of the Court below, M. L. R., 4 Q. B. 197, that, as between neighbours there are other obligations than those created by servitudes, which must be determined according to the quality of the locality, the extent of the inconvenience, and also according to existing usages. Under the circumstances proved in this case, W. was not entitled to an injunction to restrain C. from using the stream as he did.

Appeal dismissed with costs.

*Lafleur & Rielle*, for appellant.

*Laflamme, Q.C.*, for respondent.

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QUEEN'S BENCH DIVISION.

LONDON, May 1, 1889.

CHISHOLM (Appellant) v. DOULTON (Respondent). (24 L. J. N. C.)

*Metropolis—Smoke of Furnaces—Negligent Use of Furnace by Servant—Liability of Owner to Penalty.*

Case stated by metropolitan police magistrate.

An information was laid against the respondent for negligently using a furnace employed by him on his trade premises, within the metropolis, so that the smoke arising from it was not effectually consumed, contrary to 16 & 17 Vict., c. 128, s. 1.

It was proved that the respondent carried on business as a potter upon the premises; that black smoke issued from the furnace for ten minutes; that the furnace was constructed and arranged on the best-known principles for consuming its own smoke; and that the respondent took no personal part in the management of the furnaces, which were in charge of an efficient foreman, whose duty it was to superintend the stokers. There was no negligence either on the part of the respondent or of the foreman in charge of the furnaces.

The Court (FIELD, J., and CAVE, J.) held that on the true construction of the Act the respondent could not in the absence of negligence on his part be rightly convicted.

Appeal dismissed.

## CHANCERY DIVISION.

London, May 1, 1889.

*In re* The 163rd Starr-Bowkett Building Society and Sabin's Contract. (24 L. J. N. C.)

*Vendor and Purchaser—Conditions of Sale—Right to Rescind.*

Land was contracted to be sold under a condition which, after providing in the usual way for the time in which requisitions and objections to title were to be sent in, continued, "in case the purchaser shall within the time aforesaid make any objection to or requisition on the title which the vendors shall be unable or unwilling to remove or comply with," then the vendors may by notice in writing annul the contract.

The purchaser sent in his requisitions and objections in due course, and thereupon the vendors, who were the trustees of the society, passed a resolution to the effect that they were unwilling to comply with them, and without making any attempt to answer any of them, served a formal notice on the purchaser annulling the contract, and stating that they were "unwilling to remove or comply with the objections or requisitions or any of them."

Chitty, J., held that under the special form of the condition in question the right to rescind arose directly the requisitions were made; and that though the word "unwilling" ought to be interpreted as "reasonably unwilling," yet, in the absence of any evidence of caprice or *mala fides*, he must assume that the conduct of the vendors was reasonable, and that the contract was therefore duly annulled.

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## *THE LAW OF THE FLAG.*

Notwithstanding the authority of Mr. Justice Willes in *Lloyd* v. *Guibert*, 35 Law J. Rep. Q. B. 74, in favor of a presumption that the parties to affreightment contracts intend to be bound by the law of the ship's flag, the tendency of the later decisions has been to turn the presumption into a question of fact. The latest decision on the subject was delivered by the Court of Appeal, consisting of the Lord Chancellor and Lord Justices Cotton and Fry, on May 2, in the case of *In re The Missouri Steamship Company* (*Lim.*) (*Monroe's claim*) noted this week. The claim was for damages to cargo alleged to have arisen through the negligence of the company's servants on board their steamship Missouri, plying between England and America. The contract of affreightment was signed by the American agents of the company in Boston, Massachusetts, and contained the usual clause covering the loss in question. By Massachusetts law this limitation clause was void as contrary to public policy, so that the sole question in the case was as to the law by which the validity of the contract was to be determined. The court decided that the English law was applicable, and therefore disallowed the claim. The decision is remarkable on account of its reiteration of the principle which may now be regarded as having practically superseded all the old presumptions in cases of this kind. The question will now be always, as it was stated by the Lord Chancellor in the *Missouri* case to be: What was the law which the parties contemplated as that which was to govern the contract? In order to give a correct answer, all the circumstances attending the contract must be considered. In the present case, the fact that the parties intended that the English law should apply was deduced from the following, amongst other things—*i.e.*, that the cargo was to be carried by an English company, having a domicile in England, that the ship was an English ship carrying the English flag, and, most conclusive of all, that the contract contained all the ordinary provisions of an English bill of lading. The decision is in accordance with that of the Court of Appeal in the earlier case of *The Gaetano è Maria*, 51 Law J. Rep. P. D. & A. 67, while, though the result is different, the *ratio decidendi* is identical with that in the case of *The Chartered Mercantile Bank of India, etc.*, v. *The Netherlands India Steam Navigation Company* (*Lim.*), 52 Law J. Rep. Q. B. 220.—*Law Journal.*

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## *THE JESUITS' ESTATES ACT.*

On the subject of the Act 51-52 Vict. cap. 13, respecting the settlement of the Jesuits' Estates, the opinions of several prominent

counsel have been obtained as to the mode in which the validity of the statute may be tested. The following case was submitted to Mr. Irvine, Q.C., judge of the Vice-Admiralty Court, Quebec:—

11 EQUITY CHAMBERS,
Toronto, May 23, 1889.

*To the Hon. George Irvine, Esq., Q.C., Quebec.*

*Re Jesuit Estates Act.*

DEAR SIR,—We write you at the request and upon the instructions of the Citizens' Committee, a committee appointed to use every effort to secure the voidance or disallowance, either through the courts or otherwise, of the Act passed by the Legislature of the Province of Quebec, 51-52 Vict., cap. 13, intituled "An Act respecting the settlement of the Jesuits' Estates."

Having this end in view, the undersigned, being the legal sub-committee of the above-named committee, desire to obtain your opinion upon the following points:

1. Is there any form of action or other proceeding by which the constitutionality of the Act can be tested, either in the Province of Quebec or elsewhere, by residents and taxpayers of the Province of Quebec or other private parties?

2. If No. 1 be answered in the affirmative, in what court should such action or proceeding be brought, and to which appellate court may the case be finally carried? Can it be carried to the Privy Council?

3. If the procedure in the courts of the Province of Quebec does not admit of an order being obtained restraining the treasurer from paying over the money, are you of opinion that the Judicial Committee of the Privy Council would entertain an application against the Government of the Province of Quebec to prevent them from paying over the money.

4. If the Dominion Government should refer this question to the Supreme Court, under the Supreme Court Act, could an appeal be taken to the Privy Council? If the opinion of the Supreme Court and the Privy Council under such a reference were given after the expiration of the delay of twelve months from the receipt of the Act by the Dominion Government, of what effect would such a decision be if adverse to the Act?

In connection with the questions above submitted for your opinion it may be well to mention that a petition has been already presented to His Excellency the Governor-General in Council by "The Protestant minority" of the Province of Quebec, pursuant to the provisions of the British North America Act, section 93, sub-section 3. We are informed that this petition was signed by some fifteen hundred members of the Protestant minority. It has been thought that the petitioners might apply for a regular hearing of this petition, and that in the event of its prayer being refused, this was a case in which the Judicial Committee of the Privy Council might entertain an appeal or grant leave to appeal.

(*b*) It has been suggested by some members of the legal profession here, that, according to the laws of the Province, an injunction would be granted against the Treasurer of the Government of Quebec, preventing him from paying over any money or doing any act or thing under the bill in question until after its constitutionality had been decided, the plaintiffs in such an action to be the representatives of the Protestant minority of Quebec.

We shall be obliged to you if you will kindly, in considering the two chief questions submitted for your opinion, also advise us of the feasibility of either of the two modes of procedure (*a* and *b*) above indicated, or by any other means by which the end of the committee may be attained.

Mr. Irvine replied as follows:—

QUEBEC, 7th June, 1889.

*John T. Small, Esq.*, 11 *Equity Chambers, Toronto.*

*Re Jesuits' Estates Act.*

DEAR SIR,—I regret to say that considerable delay has occurred in my answering your letter of the 23rd May last, in consequence of your communication having been mislaid and overlooked until your telegram was received.

I have now carefully looked into the matter and answer the questions you have submitted to me as follows:

1. I am of opinion that there is no form of action or other proceedings by which the

constitutionality of the Act can be decided in the Province of Quebec before the Courts at the instance of residents and tax payers of the Province of Quebec or other private parties.

2. I consider that there is no procedure in the courts of this province which would admit of an order being obtained restraining the Treasurer from paying over the money, and I am aware of no precedent for interference on the part of the judicial committee of the Privy Council in such a matter. If the Dominion Government should refer the question of the constitutionality of the Act to the Supreme Court under the Supreme Court Act, I am of opinion that the judicial committee of the Privy Council would allow an appeal whichever way the decision of the Supreme Court may be.

If the opinion of the Supreme Court or the Privy Council should be that the Act was unconstitutional, I am of opinion that the nullity of the Act would flow from such a decision, and that it would be indifferent whether the twelve months from the receipt of the Act by the Dominion Government had expired or not.

(*a*) If a petition has been presented to the Governor-General-in-Council by the Protestant minority of the Province of Quebec, under the terms of the British North America Act, it would no doubt be quite proper that a regular hearing of such petition should be allowed; but I am of opinion that such a matter would not properly be the subject of an appeal to the judicial committee of the Privy Council—the intention of the Confederation Act appears to me to be that the decision of such an appeal should be in the discretion of the Governor-General-in-Council.

(*b*) There is no procedure under the laws of our Province by which an injunction could be granted against the Treasurer of the Government of Quebec preventing him from paying over any money or doing any act or thing under the law in question until its constitutionality has been decided.

I have the honor to remain,

Yours, etc.,

George Irvine.

Messrs. Macmaster & McGibbon have given the following opinion to Mr. Graham, proprietor of the Montreal *Star*:

Montreal, 8th June, 1889.

Dear Sir,—In reply to your favor of the 25th May, and referring to our subsequent consultations on the same subject, we would say that we have come to the conclusion that the best and most speedy means of obtaining judgment on the Jesuit Acts is to petition the Governor-General-in-Council to refer the matter to the Supreme Court of Canada. This he has power to do under section 37 of the Supreme Court Act. We should advise that this petition be accompanied by a deposit of sufficient funds to cover the Government's expenses, in order to anticipate any possible objection that no appropriation had been made for the purpose.

We are your obedient servants,

Macmaster & McGibbon.

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Messrs. Atwater & Mackie write as follows to Mr. Graham:

Montreal, 6th June, 1889.

Dear Sir,—In reply to the question contained in your favor of the 25th ult., asking for an opinion as to the best and most speedy means of obtaining an authoritative judgment on the legality of the Jesuit Incorporation and Jesuit Endowment Acts, we may state that the most speedy means of having the legality of these Acts tested, would be for the Governor-General-in-Council to make a reference of the question of the legality to the Supreme Court of Canada, the statute incorporating which court makes provision for such case. The section of the statute mentioned reads as follows: "The Governor-in-Council may refer to the Supreme Court for hearing or consideration any matter which he thinks fit to refer; and the court shall thereupon hear or consider the same, and certify their opinion thereon to the Governor-in-Council." (Revised Statutes of Canada, Chap. 135, sec. 37.)

It is our opinion that the terms of this clause are sufficiently broad to permit of the Governor-in-Council referring this matter to the Supreme Court, but, of course, it is entirely in his discretion under the advice of

his constitutional advisers to do so or not. We should suggest, however, that the matter be brought before Council by means of a petition, which we think might properly be made by any Canadian subject, praying for the Governor-in-Council to set at rest the doubts which may exist by referring the matter to the Supreme Court, where counsel might be heard on both sides of the question. We would suggest further, that as the Governor's advisers may see a difficulty in advising such reference, on account of the expenditure of public moneys which it would involve, and as they possess no express authority from Parliament to make such expenditure, that it would remove this ground of objection to the proceeding, if the party petitioning made an offer of his willingness to pay the the costs of the Government, and should deposit an amount sufficient to be a substantial earnest of his ability to do so.

You will understand that we do not say that this is the only remedy which may exist to test the legality of the Acts in question, but have simply confined ourselves to answering your question as to the most speedy means by which their legality could be tésted.

Yours very truly,

ATWATER & MACKIE.

A petition was forwarded to the Governor-in-Council in accordance with the suggestion of counsel.

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### *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, June* 1.

*Judicial Abandonments.*

Hilaire Brulé, trader, parish of St. Barthélemy, May 23.

M. Lebourveau & Co., traders, township of Eaton, Mry 29.

Osmond A. McCoy, trader, Waterville, May 21.

Joseph Meade, trader, Coaticook, May 25.

*Curators appointed.*

*Re* Damase Bélanger.—G. S. Vien, Lauzon, curator, May 29.

*Re* Octave Bernard, contractor, St. Hyacinthe.—J. Morin, St. Hyacinthe, curator, May 23.

*Re* A. N. Bullock & Son, Coaticook.—Kent & Turcotte, Montreal, joint curator, May 27.

*Re* Edward Coveney, grocer, Quebec.—A. C. Bedard, Quebec, curator, May 28.

*Re* Jos. Fortin.—C. Desmarteau, Montreal, curator, May 28.

*Re* W. J. McKenzie, Buckingham.—J. McD. Hains, Montreal, curator, May 25.

*Re* Archibald McNair, trader, New Richmond.—H. A. Bedard, Quebec. curator, May 28.

*Re* Edmond Poulin, St. Ephrem de Tring.—A. Lemieux, Levis, curator, May 17.

*Re* Chas. Tellier.—E. Guilbault, Joliette, curator, May 28.

*Dividends.*

*Re* Beauregard & Lapierre.—First and final dividend, payable June 15, J. O. Dion, St. Hyacinthe, curator.

*Re* Dlle V. Perrault, Victoriaville.—Dividend, payable June 17, Kent & Turcotte, Montreal, joint curator.

*Re* P. Gardner & fils, Woodside.—Dividend, payable June 17, Kent & Turcotte, Montréal, joint curator.

*Re* David Guimond, Ste. Madeleine.—First and final dividend, payable June 17, Kent & Turcotte, Montreal, joint curator.

*Re* Léon Lahaie, Batiscan.—Dividend, payable June 17, Kent & Turcotte, Montreal, joint curator.

*Re* Henry J. Lyall —First and final dividend, payable June 13, J. B. Hutcheson and W. J. Lunan, Sorel, joint curator.

*Re* D. McCormack & Co.—First and final dividend, payable June 17, C. Desmarteau, Montreal, curator.

*Separation as to Property.*

Edwidge Boucher vs. Philippe Gélinas, St. Boniface de Shawenigan, May 27.

*Appointments.*

Joseph Nault, appointed registrar of St. Hyacinthe.

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### *GENERAL NOTES.*

BANQUET TO SIR R. WEBSTER.— The Attorney-General was entertained at dinner on May 29, at the Holborn Town Hall by the solicitors, and was presented with an address, signed by three thousand eight hundred members of that branch of the legal profession, testifying their appreciation of his straightforward and honourable conduct. Sir R. Webster, in acknowledging the compliment, attributed it to the English love of fair play, and thanked Sir William Harcourt, whose attacks had prompted the present gathering.

EXTENDING HOURS OF VOTING.—There are a good many presiding officers who can testify to the utility to the voter, combined with convenience to the official, which would result if Mr. Sydney Buxton and his friends succeed in extending the hours of polling at parliamentary and municipal elections. The hours are at present, under the Act of 1885 (48 Vict. C. 10), from 8 a.m. to 8 p.m. The proposal is to make them last till 9 p.m., obviously for the convenience of the workingmen, whose natural habit is to turn into the polling booths in excessive numbers from 6.30 onwards. It often happens that, the poll being necessarily closed at 8 p.m. sharp, many voters are crowded out at the last moment. These votes could be recorded if Mr. Buxton gets his way. But it must not be forgotten that the presiding officer and his clerks have a hard day's work, too. They have to be on the spot soon after 7 a.m., and they cannot leave the building all day. Further, they are often compelled to convey their boxes for many miles to the central station before they are relieved of their charge. They should not be forgotten.—*Law Times* (London).