The Legal News.

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The case of *Judge* v. *Bennett*, before the English Queen's Bench division, raised an interesting question under the Conspiracy Law Amendment Act (38-39 Vict., c. 86), the Act as to strikes or intimidation of employers. The question in substance was whether a threat to "picket" an employer—that is, to put persons to watch his premises—is a threat to "beset and watch," and so an attempt to intimidate. The Act (section 7) says: "Every person who, with a view to compel any other person to abstain from doing or to do any act which such person has a legal right to do or abstain from doing, wrongfully and without legal authority (1) uses violence to or intimidates such other person or his wife, &c.; or (2) persistently follows such person about; (3) hides tools, &c.; (4) watches or besets the house or other place where such other person resides or works or carries on business, or the approach to it; or (5) follows such other person with two or more other persons," &c.; and then it is added, "attending at or near the house or place where a person resides or works or carries on business or happens to be, or the approach to it, in order merely to obtain or communicate information, shall not be deemed as watching or besetting within the meaning of the Act." In the present case the facts were these:—Mr. Judge, the defendant, is secretary of a branch of the National Union, and the complainant, Mrs. Bennett, carries on a certain business, which her husband managed, and he seeing certain persons in their employment talking to Judge—a known trade unionist—discharged them from their employment. Then, in April last, Judge wrote to him a letter in these terms: "Your workpeople have resolved not again to 'start' work unless you are willing to 'start' the whole of them, and the 'finishers' also will strike, and your shop will be 'picketed' until you comply. Your action in discharging men because seen talking to me cannot be tolerated. If you agree to take them back the matter may be settled; otherwise we must fight it out to the end." In consequence of the complainant, Mrs. Bennett, not acceding to this demand, her premises were "picketed," and two men were placed opposite for the whole day, day after day. They were orderly, and did not personally interfere with persons going in or out; but their being there caused a crowd—sometimes of 400 or 500 persons—to assemble outside in a disorderly manner, with the effect of rendering entrance and exit more difficult, and it became necessary to call in the aid of the police, from a well-grounded fear of personal violence, and though the letter was sent to the husband, as the manager of the business, it did in fact excite fear in the mind of his wife, whose business it was. The defendant Judge was charged with an offence under the Act for that, with a view to compel Mrs. Bennett to take back into her employment certain persons whom she had discharged therefrom, and to intimidate her, he did send her a certain letter by which she was intimidated. It was contended before the magistrate that the letter did not constitute an offence within the Act, and that it was not an attempt to intimidate Mrs. Bennett. The magistrate, however, convicted the defendant, the ground of his decision being that the statement in the letter that the shop would be picketed unless the conditions prescribed were complied with was a threat to watch and beset the premises, and therefore was an attempt to intimidate, as it was not professed in the letter that the object was only "to obtain or communicate information," so that it could only be inferred that the intention was to watch and beset the premises, and so to intimidate. He therefore convicted the defendant and imposed a fine of £10, but he stated a case, on which the defendant now appealed. The Court came to the conclusion that the conviction was right. Mr. Justice Stephen, in giving judgment, said: "We are both of opinion that intimidation under this enactment means or includes threatening to watch or beset, &c., so as to make the person threatened afraid. Intimidation may be not only by threats of personal violence or injury to property, but it may be by any sort of threats which are calculated to make a person afraid."

We have to acknowledge receipt of a copy of "Roman Law in English Jurisprudence" (Toronto, Wm. Briggs), being a thesis written by Mr. J. J. Maclaren, Q.C., for the degree of D.C.L. in course at McGill. The object of the paper, as the title indicates, is to trace the influence of the Roman law in England, and to show that it has contributed to English jurisprudence some elements usually credited to other sources. Mr. Maclaren cites Mr. Finlason's introduction to Reeves' History, Coke, Sir James Mackintosh, and other authorities, and adduces numerous interesting facts, showing considerable research, in support of his propositions, which, in his own words, are summed up as follows: —1. That a large portion of the English common law, generally supposed to be indigenous, is of Roman origin, having either survived from the Roman occupation, or having been subsequently introduced through the influence of the Church, or under the early Norman kings. 2. That further additions were made to these Roman law elements in consequence of the revival of the study of civil law under Vacarius and his successors, and the incorporation by Bracton into his work of a considerable part of the *Corpus Juris*, either previously embodied in the common law or inserted by him as not being inconsistent with its provisions. 3. That many of the principles of the civil law were adopted through the medium of the Court of Chancery, the ecclesiastical courts, and the Court of Admiralty, where the civil law rules were either adopted or generally recognized as authorities. 4. That even in the common law courts the extension of the law to meet the requirements of advancing civilization, and particularly the development of modern mercantile law, were largely on civil law lines, through the adoption of the *lex mercatoria*, and the favor with which eminent judges, such as Lord Holt and Lord Mansfield, regarded the Roman law. 5. That recent legislation, as, for instance, the extension of the rules of equity by the Judicature Act, has infused the equitable principles of the civil law into the law of England.

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As we copied a criticism (p. 80) upon Lord Justice Bowen's translation of Virgil, we are glad to find that the criticism was based upon a misprint or oversight, and that the translation of the learned lord justice is as accurate as it is beautiful. The translator did not write "slumbering eye," but "unslumbering eye," for "*vigiles oculi*."

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## SUPREME COURT OF CANADA.

OTTAWA, March 15, 1888.

SEYMOUR v. LYNCH.

*Written instrument—Construction of—Lease or License—Authority to work mine.*

In an indenture describing the parties as lessor and lessees respectively, the granting part was as follows: "Doth give, grant, devise and lease unto the said (lessees) the exclusive right, liberty and privilege of entering at all times for and during the term of ten years from 1st January, 1879, in and upon (describing the land) and with agents, laborers and teams, to search for, dig, excavate, mine and carry away the iron ores in, upon, or under said premises, and of making all necessary roads, &c.; also, the right, liberty and privilege to erect on the said premises the buildings, machinery and dwelling-houses required in the business of mining and shipping the said iron ores, and to deposit on said premises all refuse material taken out in mining said ores." There was a covenant by the grantees not to do unnecessary damage, and a provision for taking away the erections made, and for the use of timber on the premises, and such use of the surface as might be needed.

The grantees agreed to pay twenty-five cents for every ton of ore mined, in quarterly payments, on certain fixed days, and it was provided how the quantity should be ascertained. It was also agreed that the royalty should not be less than a certain sum in any year. The grantees also agreed to pay all taxes, and not to allow intoxicating drinks to be manufactured on the premises, or carry on any business that might be deemed a nuisance. There were provisions for terminating the lease before the expiration of the term, and a covenant by the lessor for quiet enjoyment.

In an interpleader issue, where the lessor claimed a lien on the goods of the lessees for a year's rent due under the said indenture by virtue of 8 Anne, chap. 14, sec. 1:

*Held*, per Ritchie, C.J., and Henry and Taschereau, JJ., that this instrument was not a lease but a mere license to the grantees to mine and ship the iron ores, and the grantor had no lien for rent under the statute. Strong, Fournier and Gwynne, JJ., contra.

The Court being equally divided the appeal was dismissed without costs.

*Northrup* for the appellants.

*Chute* for the respondents.

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CLARK v. ODETTE—THE "MARION TELLER."

*Salvage—Special contract—Action by agent of owners.*

The "Marion Teller" was aground near the shore of Lake Erie and was towed off by a tug. The plaintiffs, who managed the tug on commission, sued in their own names for remuneration for such salvage services, and the Maritime Court awarded them $1,110, finding that there was a special contract made by which the master of the rescued vessel agreed to pay $10 an hour for such services.

*Held*, reversing the judgment of the Maritime Court, that the plaintiffs being neither owners of, nor mariners, nor passengers on board of the tug, could not sue in their own names for such salvage.

Appeal allowed with costs.

*R. Gregory Cox* for appellants.

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CANADA ATLANTIC RAILWAY CO. v. MOXLEY.

*Railway Company—Sparks from engine—Lapse of time before discovery of fire—Presumption as to cause of fire—Defective engine—Negligence.*

A train of the Canada Atlantic Railway Company passed the plaintiff's farm about 10.30 a.m., and another train passed about noon. Some time after the second train passed it was discovered that the timber and wood on plaintiff's land was on fire, which fire spread rapidly after being discovered, and destroyed a quantity of the standing wood and timber on said land.

In an action against the company it was shown that the engine which passed at 10.30 was in a defective state, and likely to throw dangerous sparks, while the other engine was in good repair and provided with all necessary appliances for protection against fire. The jury found, on questions submitted, that the fire came from the engine first passing, that it arose through negligence on the part of the company, and that such negligence consisted in running the engine when she was a bad fire-thrower and dangerous.

*Held*, affirming the judgment of the Court of Appeal (14 Ont. App. Rep. 309), that there being sufficient evidence to justify the jury in finding that the engine which passed first was out of order, and it being admitted that the second engine was in good repair, the fair inference, in the absence of any evidence that the fire came from the latter, was that it came from the engine out of order, and the verdict should not be disturbed.

Appeal dismissed with costs.

*Chrysler* for appellants.

*McCarthy, Q.C.*, and *Mahon* for the respondents.

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## COUR DE CIRCUIT.

MONTREAL, 3 avril 1888.

*Coram* CHARLAND, J.

L'ABBÉ v. NORMANDIN, & HICKMAN.

*Billet promissoire—Dol, fraude et fausses représentations—Porteur de bonne foi—Nullité.*

JUGÉ:—*Qu'un billet promissoire négociable obtenu sous de fausses représentations, par dol et fraude, doit être traité comme entaché de faux et n'a aucune valeur légale contre le faiseur qui aurait été trompé, même entre les mains d'un tiers de bonne foi qui l'aurait acquis pour valable considération avant son échéance.*

Le demandeur, porteur d'un billet promissoire signé par Normandin à l'ordre d'une prétendue compagnie intitulée *The Butchers' Ice Company*, composée d'une seule personne, le défendeur Hickman, endosseur, poursuivit le faiseur et l'endosseur alléguant que le billet lui avait été transporté pour bonne et valable considération.

Le défendeur Normandin plaida à cette action qu'il n'avait pas signé le billet en question ou du moins ne l'avait fait que par erreur; que certaine personne représentant le nommé Hickman, se serait présentée à lui pour l'engager à acheter de la glace de ce dernier, lui assurant des conditions très avantageuses, lui représentant en même temps qu'il fallait pour cela s'assurer la signature d'un grand nombre de bouchers et lui demandant de lui donner la sienne, ce que le dit Normandin fit, croyant signer un ordre pour la glace, et non un billet promissoire négociable; que le dit Hickman était alors et est encore insolvable, incapable de remplir ses obligations, et employant ainsi des agents pour tromper le public, obtenir des billets sous de faux prétextes et en réaliser de suite le montant sans donner aux faiseurs des billets aucune considération; que ces faits étaient de notoriété publique.

Le dit Normandin accompagna son plaidoyer d'un affidavit affirmant sous serment la vérité des allégations de son plaidoyer.

Hickman plaida une dénégation générale.

Le demandeur répondit aux plaidoyers par une autre dénégation générale et par une réplique.

La cour, après une longue enquête, rendit jugement en faveur du défendeur Normandin, dans les termes suivants:—

"La Cour, etc..

"Considérant que le prétendu billet du défendeur Normandin produit et sur lequel est basée la présente action, et se lisant comme suit: (*reproduction du billet*) n'a jamais été consenti par le dit Normandin, et que la signature que le demandeur prétend être celle du dit défendeur Normandin, ne peut tout au plus y avoir été apposée que par dol et artifice et sous de fausses et frauduleuses représentations dans le but de tromper et spolier le dit défendeur Normandin;

"Considérant qu'il est prouvé d'une manière positive qu'il n'a jamais été question de signer un billet promissoire entre le défendeur et le nommé Hickman ou *The Butchers Ice Company*, mais qu'il n'a été question entre le défendeur et le nommé David Lemay (agissant et représentant le dit Hickman et la dite compagnie, ce qui revient au même) que de signer un engagement ou promesse de prendre de la glace pour l'été prochain et payable au fur et à mesure de sa livraison;

"Considérant que le dit prétendu billet n'est pas le billet du défendeur Normandin qui ne s'est jamais lié à cette fin et que ce dit billet n'est pas son contrat ni sa convention, et qu'il, le dit Normandin, n'a jamais entendu ni entretenu l'idée de se lier par écrit négociable quelconque;

"Considérant que ce dit prétendu billet avec les circonstances exposées par la preuve, doit être traité comme entaché de faux, et que n'ayant aucune valeur légale à son origine, il n'a pu en produire entre les mains du demandeur, même s'il est porteur de bonne foi et qu'il a fait l'acquisition du dit prétendu billet avant son échéance pour valable considération;

"Considérant que le défendeur Normandin a justifié la position par lui prise en ses défenses et plaidoiries, et prouvé tous les allégués essentiels d'icelles, et que par suite, le demandeur fut-il porteur de bonne foi du dit prétendu billet, ne peut dans l'espèce en recouvrer le montant apparent du dit défendeur Normandin;

"Considérant que le défendeur Hickman a tout de même garanti par son endossement le dit billet et qu'il est censé en avoir perçu la valeur, n'ayant fait aucune preuve à ce contraire et l'ayant négocié pour son bénéfice et avantage, et transmis comme une valeur quand il ne pouvait ignorer toutes les circonstances ci-dessus relatées et pour lesquelles il est responsable;

"La cour déclare le dit billet nul et de nulle valeur quant au défendeur Normandin et ne pouvant produire aucune obligation quant à ce dernier, et le lier en aucune manière à raison d'icelui vis-à-vis le demandeur ou autre, maintient ses défenses et plaidoiries, déclare l'action du demandeur en tous points mal fondée quant au dit Normandin, condamne, nonobstant, le dit défendeur Hickman au paiement du dit billet dont il a garanti le montant et valeur, avec frais et dépens contre le demandeur, distraits, etc."

*McCormick, Duclos & Murchison*, avocats du demandeur.

*Pagnuelo, Taillon, Bonin & Gouin*, avocats du défendeur Normandin.

*Busteed & White*, avocats du défendeur Hickman.

(J. J. B.)

## TRIBUNAL CIVIL DE LA SEINE.

24 février 1888.

Présidence de M. Aubépin.

De Bertrand v. Habert.

*Propriété littéraire—Cession—Substitution du nom du cessionnaire à celui de l'auteur.*

*La cession de la propriété littéraire d'un ouvrage n'autorise pas le cessionnaire à substituer, dans les éditions nouvelles, son nom à celui de l'auteur.*

Le Tribunal,

Attendu qu'en 1883 paraissait une brochure intitulée *Le dernier sourire*, par E. de Bertrand, qui était mise en vente dans les bureaux du journal le *Conseiller des assurances*; qu'il est sans intérêt de rechercher si tous les exemplaires de la première édition portaient en entier le nom du demandeur, ou si la majeure partie portait seulement les initiales E. de B., comme l'affirme le défendeur; que ces initiales, en effet, désignaient le demandeur;

Attendu, d'ailleurs, que dans le numéro du 15 juillet 1883, Habert, propriétaire-directeur du journal *le Conseiller des assurances*, annonçant lui-même la publication dont il s'agit à ses lecteurs, renvoyait les éloges qu'elle recueillait à l'auteur principal de cette brochure, M. de Bertrand, et ajoutait qu'il s'estimait, pour sa part, suffisamment récompensé des conseils qu'il lui avait donnés par le succès qu'obtenait cette nouvelle; qu'ainsi, de l'aveu même du défendeur, sa part de collaboration avait simplement consisté à donner des conseils à E. de Bertrand, l'auteur principal;

Attendu cependant que des éditions ultérieures ayant été publiées par Habert, celui-ci a supprimé successivement le nom et les initiales du demandeur, d'abord sur la couverture de la brochure, puis à la fin même du texte; qu'enfin, en 1885, paraissait une nouvelle édition, avec cette mention: *vingtième mille*, et que la brochure était intitulé: *Le dernier sourire*, par C. Habert, d'après le récit d'un officier;

Attendu que, dans ces conditions, de Bertrand est en droit de protester contre la substitution du nom du défendeur au sien; que les conseils que celui-ci a pu donner à l'auteur ne saurait lui conférer les droits et la qualité de co-auteur dont il excipe, ni justifier l'usurpation qui lui est imputée;

Attendu, il est vrai, que le 11 décembre 1883, E. de Bertrand cédait au défendeur, moyennant une somme minime, tous ses droits sur la brochure dont il s'agit; mais que cette cession, en conférant à Habert la propriété littéraire de l'œuvre, ne lui donnait nullement le droit de supprimer le nom de l'auteur ni surtout celui de publier la brochure sous un autre nom;

Attendu que le Tribunal a les éléments nécessaires pour déterminer le chiffre des dommages-intérêts;

Par ces motifs,

Fait défense à Habert de mettre son nom sur la brochure: *Le dernier sourire*;

Dit que dans l'avenir tous les exemplaires de cette brochure devront paraître avec le nom de E. de Bertrand;

Ordonne la suppression des exemplaires qui seraient revêtus du nom de Habert;

Et pour le préjudice causé condamne Habert à payer au demandeur la somme de 400 francs à titre de dommages-intérêts;

Déclare Habert mal fondé dans toutes ses fins et conclusions, l'en déboute et le condamne aux dépens.

Note.—Jurisp. const.—V. notamment Trib. civ. Seine 19 octobre 1828 (Gaz. Trib. 20 octobre 1828); 30 mars 1835 (Gaz. Trib. 1er avril 1838); 21 mai 1847, cité par Blanc, Traité de la contrefaçon en tous genres et de sa poursuite en justice, p. 103; Lyon 6 août, 1858 (Pataille 1858.389). *Addé*: Pouillet, propriété littéraire et artistique, n° 321; Dalloz, V° Propriété littéraire, n° 115.

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## TRIBUNAL CIVIL DE LA SEINE (6e Ch.).

5 janvier 1888.

Présidence de M. Vanier.

Demange v. Geslain et Renard.

*Dépôt nécessaire—Vestiaire d'un Théâtre—Responsabilité du directeur du Théâtre.*

1. *Le dépôt fait au vestiaire d'un théâtre est un un dépôt nécessaire.*

*Par suite, le préposé de ce vestiaire est responsable de la disparition des objets qui lui ont été confiés.*

2. *Le service du vestiaire étant l'accessoire de l'exploitation théâtrale, le directeur du théâtre est civilement responsable de cette disparition.*

LE TRIBUNAL,

Attendu que Demange réclame à Renard, directeur de l'Eldorado, et à Geslain, employé au vestiaire du même théâtre, la somme de 1,800 fr., prix d'un par-dessus de fourrure déposé le 3 mars 1886 au vestiaire du théâtre, et qui n'a pu être restitué ;

Attendu que le dépôt n'est pas contesté ; qu'il parait constant d'ailleurs que le paletot de fourrure a été remis entre les mains d'un spectateur peu délicat ;

Attendu qu'il n'est pas davantage contesté que Geslain ne soit l'employé de Renard, commis par celui-ci à un service qui n'est qu'un accessoire de son exploitation théâtrale ; que Renard et Geslain sont donc responsables du dépôt nécessaire et salarié du paletot réclamé ;

Attendu qu'il n'est pas prouvé que Demange ait commis une faute qui puisse diminuer la responsabilité des dépositaires ; qu'il n'est pas admissible qu'un spectateur puisse être condamné à garder pendant la représentation avec lui un paletot de fourrure, fût-elle précieuse et même de loutre ; qu'il ne peut non plus être forcé à appeler l'attention du dépositaire sur la nature de la doublure de son paletot déposé au vestiaire ; qu'enfin eût-il fait faire le dépôt par des préposés de service dans la salle, l'eût-il fait réclamer par d'autres employés, il n'y a là aucune imprudence qui ait pu faciliter la disparition et l'enlèvement du paletot ;

En ce qui concerne le prix :

Attendu que le demandeur justifie que son paletot était bien doublé de loutre ; que néanmoins il y a à tenir compte des conditions favorables dans lesquelles, marchand lui-même d'objets analogues, il a pu faire l'acquisition de sa fourrure ;

Quant aux dommages-intérêts ;

Attendu que le désagrément d'avoir perdu son paletot, n'est pas de nature, alors surtout qu'il se trouve en présence d'adversaires de bonne foi, à constituer au demandeur une cause de dommages-intérêts ;

Par ces motifs,

Condamne les défendeurs solidairement à payer au demandeur la somme de 1,300 francs de dommages-intérêts à la charge par celui-ci de rendre le paletot donné en échange du sien ;

Condamne les défendeurs solidairement aux dépens.

NOTE.—V. Cass. civ. 26 janvier 1875 (D. 75.1.219) et la note.—*Adde* Aubry et Rau, t. IV, § 406, p. 628 ; Paul Pont, Petits contrats, t. I, n° 528 ; Duvergier. Traité du dépôt, n° 522 ; Dalloz Vo. Dépôt, n° 162.

## *RECENT ONTARIO DECISIONS.*

*Railway Company—Notice of expropriation—Desistment.*

A railway company at different times served H. with three several notices under the Dominion Railway Act, stating that portions of land owned by him were required for the company's line. To each of the first two notices H. replied by a notice appointing an arbitrator, but stating such appointment to be expressly without prejudice to his right to insist that the company had no right to take any part of his land. The company served successive notices of desistment from all their three notices, and H. gave notice that he objected to the third notice of desistment, and claimed that the company had no right to desist from their third notice of expropriation.

*Held*, that the company had not exhausted their powers of desistment, but had the right to desist from their third notice. H. could not be allowed to complain of the abandonment by the company of proceedings to compel him to sell his land to them when he had notified them at every opportunity that he intended to contest their right to compel him to do so ; after they had acted upon his expressed intention and abandoned the notice to which he objected, it was too late for him to endeavor to insist upon its validity. *Grierson* v. *Cheshire Lines Committee*, L. R. 19 Eq. 83, referred to.—*In re Hooper & Erie & Huron Ry. Co.*, Street, J., Feb. 9, 1888.

*Criminal law—Conviction for selling intoxicating liquor to an Indian—Variance as to date between evidence and conviction—R. S.*

*O. c. 43, s. 87—Findings of magistrate, when reviewable.*

A summary conviction by the Police Magistrate of the county of Brant for selling intoxicating liquor to an Indian in the township of Tuscarora, contrary to R. S. C. c. 43, stated that the offence was committed on the 27th September, 1887, but the information stated and the evidence disclosed that the offence was committed on the 27th September, 1887.

*Held*, that the date was not under the circumstances material, there being no suggestion that any wrong or injustice was caused by the mistake; and that s. 87 of R.S.C. c. 43 operated to cure this irregularity, as also certain other irregularities complained of, the offence having been clearly proved, the Police Magistrate having express jurisdiction by s. 96 of the Act, and the punishment imposed being within the power conferred upon him.

*Held*, also, that where the proceedings before a magistrate are removed under 29 and 30 V. c. 45, s. 5, the Judge is not to sit as a court of appeal from the findings of the magistrate upon the evidence; if any fact found by the magistrate is disputed, and he would have no jurisdiction had he not found that fact, then the evidence may be looked at to see whether there was anything to support his finding upon it; but if the jurisdiction to try the offence charged does not come in question as a part of the evidence, then the jurisdiction having attached, his finding is not reviewable as a general rule except upon an appeal.—*Reg.* v. *Green*, Street, J., Feb. 10, 1888.

## *COURT OF APPEAL REGISTER.*

*Montreal, Saturday, April 7, 1888.*

*Williams Manufacturing Co. & Malo.*—Judgment confirmed, Cross and Church, JJ., *diss.*

*Commercial Mutual Building Society & Sutherland, and Speid.*—Judgment reversed, Tessier, J., *diss.*

*Darling & Dakers, and Christie.*—Confirmed.

*Senécal & Varin.*—Reversed, Cross, J., *diss.*

*Trust & Loan Co. & Monbleau.*—Confirmed.

*Anderson & The Pictou Bank.*—Confirmed.

*Baxter & McDonald.*—Confirmed.

*Desrosiers & Lamb.*—Confirmed.

*Daoust & Graham.*—Leave to appeal from interlocutory judgment granted.

*McRae & Canadian Pacific Railway Co.*—Leave to appeal from interlocutory judgment granted.

*Dufresne & Dixon.*—Case settled by consent.

The Court adjourned to Tuesday, May 15.

## *SUPERIOR COURT—MONTREAL.**

*Promissory Note—Alimentary Debt—Execution of judgment on note—Pleading—Special Answer.*

*Held*, Where, in execution of a judgment obtained for the amount of a promissory note, an alimentary allowance payable to the defendant is seized by garnishment, and the defendant contests the seizure on the ground that an alimentary allowance is not seizable, the plaintiff may, by special answer, plead that the consideration for the note was an alimentary debt, and that the claim was within the exception of C.C.P. 558; but that plaintiff in this case had failed to prove the truth of the special answer.—*Downie* v. *Francis*, and *Clément*, T.S., Tait, J., April 30, 1887.

*Dommages—Maître et ouvrier—Responsabilité—Prescription.*

*Jugé*, Qu'une action en dommage par un ouvrier contre son maitre pour injures corporelles reçues pendant qu'il travaillait pour lui, et dues à la négligence du maitre, ne se prescrit que par deux ans.—*Caron* v. *Abbott*, Mathieu, J., 24 nov. 1887.

*Married Woman—C.C. 1301—Note made by wife séparée des biens jointly with her husband.*

*Held*, That a promissory note made by a wife *séparée de biens*, jointly and severally with her husband, is null and of no effect as regards the wife, such an obligation being prohibited by the terms of Art. 1301, C.C.—*Chapdelaine et al.* v. *Vallée et vir*, in review, Johnson, Papineau, Loranger, JJ., May 31, 1886.

* To appear in Montreal Law Reports, 3 S.C.

*Séparation de corps—Alimentary allowance.*

*Held*, That where the judgment maintains a demand for separation from bed and board, based on the desertion of the husband and his refusal to support his wife, the infidelity of the wife does not deprive her of the right to an alimentary allowance.—*Desmarais* v. *Gagnon*, Tait, J., June 28, 1887.

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*Insurance, Life—New trial, grounds for—Facts defined for jury—Misdirection.*

*Held*, Where the parties go to trial without objection to the questions settled for the jury, and without appeal from the interlocutory judgment defining them, they cannot afterwards urge the vagueness or insufficiency of the questions as ground for a new trial.

2. If no objection has been made to the judge's charge, and the charge has not been put in writing, misdirection cannot afterwards be invoked by either party.

3. The fact that the deposition of a witness who had been previously examined by consent of the parties, was read to the jury in his absence, is not ground for a new trial, where no injustice appears to have been suffered by the party complaining.

4. Where the question put to the jury was whether a statement of the assured was "untrue to his knowledge," and they answered "untrue," the answer may be taken to mean "untrue to his knowledge."

5. Where a motion was made and granted, that the word "wilfully" should be inserted before the word "withheld" in one of the questions for the jury, but the amendment was not inserted in the printed list of questions handed to the jury, the omission was held to be immaterial where it appeared that the attention of the jury was, as a matter of fact, directed to the effect of the amendment and in any case the proper recourse would have been, not by motion for a new trial, but for an arrest of judgment.—*Brossard* v. *The Canada Life Assurance Co.*, in review, Johnson, Taschereau, Tait, JJ., June 30, 1887.

*Opposition à jugement—Motion pour faire rejeter.*

*Jugé*, Qu'une opposition à jugement, admise sur l'ordre d'un juge, est de la nature d'un plaidoyer, et ne peut être renvoyée sur une simple motion alléguant des moyens à la forme et présentée en dehors des délais voulus pour la production des exceptions préliminaires.—*Devin* v. *Ollivon*, et *Ollivon*, oppt., en révision, Johnson, Papineau, Loranger, JJ., 30 déc. 1887.

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## *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, April 14.*

*Judicial Abandonments.*

Dunn & Healy, traders, Windsor Mills, April 7.

Narcisse Alcide Guilbault, Joliette, April 10.

*Curators appointed.*

*Re* J. V. Dugal, tanner, St. Roch de Québec.—D. Arcand, Quebec, curator, April 12.

*Re* P. L. Bergeron, Ste. Eulalie.—Kent & Turcotte, Montreal, joint curator, April 4.

*Re* Achille Gagnon, Arthabaskaville.—L. Lavergne, N.P., Arthabaskaville, curator, Feb. 16.

*Re* M. Germain & Frère.—F. Gourdeau, Quebec, curator, April 3.

*Re* Edmond Julien, tanner, Hedleyville.—H. A. Bedard, Quebec, curator, April 9.

*Re* Plamondon & Auger, lumber merchants.—D. Arcand, Quebec, curator, April 9.

*Dividends.*

*Re* Dame Marie Hélène Despins (A. H. Germain & Cie.)—Dividend, payable May 6, Kent & Turcotte, Montreal, joint curator.

*Re* Athanase Boucher, St. Guillaume.—Dividend, payable May 6, Kent & Turcotte, Montreal, joint curator.

*Re* J. A. Genest & Cie.—Dividend, payable May 12, Kent & Turcotte, Montreal, joint curator.

*Re* N. B. Mongeon, Sorel.—First dividend, payable May 6, Kent & Turcotte, Montreal, joint curator.

*Re* Rosario Roussille, Terrebonne.—First dividend, payable April 24, O. Fourget, Terrebonne, curator.

*Separation as to Property.*

Elise Aubertin vs. Alfred Cusson, founder, Montreal, April 9.

Marie Eugénie Bouchard vs. Auguste Rémi Hudon, trader, township of Weedon, April 12.

Clara Dufresne vs. Olivier H. Mallette, trader, Montreal, March 26.

Rosina Indermuhle vs. Henri Eggers, Montreal, March 21.

Elmire Létournean vs. Simeon Circer dit St. Michel, Montreal, Feb. 24.

*Miscellaneous.*

An extraordinary term of the Court of Queen's Bench, Crown side, is to be held at Montreal, commencing May 18.

James T. Tuso, of Percé, has been appointed Sheriff of the County of Gaspé.

Art. 21 of the Order in Council of 26th April, 1850, imposing a tax on subpœnas, and Art. 18, in so far as as it applies to rules for articulated facts, are revoked.