The Legal News.

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INTERVENTIONS IN BANKRUPTCY PROCEEDINGS.

A small question of procedure was raised in the case of *Merino* v. *Ouimet*, with reference to interventions in bankruptcy proceedings. A writ of attachment had issued against the estate of Ouimet at the instance of Merino. The intervenants wished to have this proceeding set aside, but they came into Court, simply alleging themselves to be creditors, and concluded forthwith for the quashing of the attachment, without asking permission to intervene, or to be recognized as intervenants in the cause. The practice in bankruptcy proceedings, it is possible, has not been so strict or well defined as in ordinary cases, but when the irregularity was formally objected to by a *réponse en droit*, the Court at once insisted on compliance with the procedure enjoined by the Code (Art. 154 *et seq.*).

ARCHITECTS' FEES.

In the case of *Footner & Joseph*, nearly twenty years ago, the Court of Queen's Bench held that an architect suing for a commission, though no express agreement be proved, may establish the value of his services and recover as for a *quantum meruit*. The Court may adopt a commission as a convenient mode of remuneration, but not because an architect is by law entitled to a commission on the outlay. The case was very clearly put by the late Mr. Justice Aylwin: "It would be dangerous," he said, "to "suppose that architects could establish their "own tariff of prices within their own guild, "and thus tax their own bills. That could "not be sustained, and if the Court now adopted "the standard of 2½ per cent., it was not "because there was no proper evidence to "show what was the value of the plaintiff's "services. It was, therefore, necessary to take "the evidence given, which seemed to establish "2½ per cent. as a fair remuneration. But he "did not subscribe to the doctrine, that because "a building costs £20,000, the architect was "to have a certain percentage on that sum, on "account, perhaps, of the introduction of a "number of foreign novelties and luxuries, "which in no way increased his responsibility "or labor. His business was to see that the "house was properly constructed, and the mere "expenditure could form no basis of the value "of his services. He agreed with the judgment "because it did not adopt that basis." 5 L. C. J. 226. The case of *Roy* v. *Huot et al.*, before Mr. Justice Torrance, noted in this issue, is very much like that of *Footner & Joseph*, and was decided in accordance with the principle there laid down.

VACATING OF SHERIFF'S SALES.

An instance of misdescription, sufficient under 714 C. P., to vacate a sheriff's sale, is afforded by the case of *Comp. de Prêt et Crédit Foncier & Baker*, noted in the present number. The lot instead of being forty-five feet front, as described, was only thirty feet front, that is to say it contained only two-thirds of the alleged contents. The *adjudicataire* availed himself of Art. 714, C. P., which says that if the immoveable differs so much from the description given of it in the minutes of seizure that it is to be presumed that the purchaser would not have bought had he been aware of the difference, the sale may be vacated at the suit of the purchaser. The difference, here, was so great, that it seemed to leave little room for argument; but the plaintiff, who contested the petition of the *adjudicataire*, argued that the latter, having been the immediate vendor of the person on whom the land had been sold, must have been aware of the mistake. If he had been trying to obtain any advantage by vacating the sale, this objection would perhaps have been more formidable. But the *adjudicataire* was simply asking to get back what he had already paid. A new plan of the property, in fact, had been made since the first sale, and the evidence seemed to show that the *adjudicataire's* agent had been misled. The present case was easily distinguished from the cases of *Melançon & Hamilton*, 16 L. C. J. 57, and *Douglas & Douglas*, 3 Q. L. R. 197, which were cited by the appellants, for in both those cases the *adjudicataire* did not seek to vacate the sale, but to be repaid a portion of the price as the value of the deficiency.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, Oct. 6, 1879.

CORPORATION OF VILLAGE OF VERDUN, Petitioners, and CORPORATION OF VILLAGE OF COTE ST. PAUL, Respondents.

Homologation of plan of municipality—Reserve of disputed right.

This was a petition by the Corporation of the Village of Verdun under 40 Vic., cap. 41 (Quebec), sec. 6, to obtain confirmation and ratification of the plan of the municipality. The Corporation of the Parish of Cote St. Paul and of the Village St. Gabriel intervened, and declared that there existed before the making of the plan of which the confirmation was asked, a difficulty which was not yet settled, relative to the limits of the municipality of the Village of Verdun and Cote St. Paul and St. Gabriel; that this difficulty consisted in a dispute as to the ownership of the land to the northwest of the Montreal Aqueduct, from the edge of the water to the line of the land of the Aqueduct; that this space of land is in the plan to be confirmed, and if it be homologated as it is, the judgment of the Court might be invoked by the petitioners against the contestants. These corporations, therefore, prayed that the demand of petitioner be rejected as to the land comprised between the edge of the water and the line of the Montreal Aqueduct, wherever the municipalities in question were contiguous. The petitioners answered this declaration by saying that the plan was only a plan of the Village of Verdun, and for the purpose of homologating certain proposed lines of streets entirely within the said village.

TORRANCE, J. I see no difficulty in confirming and ratifying the plan of petitioners, but it will be done with a reserve of any right which the contestants may have or pretend to the strip of land between the water of the Montreal Aqueduct and the boundary of the land of the Aqueduct, where it touches the land of said municipality.

Macmaster, Hall & Greenshields for petitioners.
L. O. Taillon for respondents.

AYLMER, District of Ottawa, Oct. 13, 1879.

CUDDIE v. CASSIDY.

Summons — Defendant resident in Ontario, with property in Quebec—38 Vict., c. 9 (Que.)

This was an action for the recovery of the amount of a promissory note, made at the city of Ottawa, in the Province of Ontario, by Daniel Cassidy, the deceased husband of the defendant. Both parties, plaintiff and defendant, were domiciled in the Province of Ontario, and the defendant was personally served with a copy of the declaration and writ of summons at her domicile in the city of Ottawa. Plaintiff alleged in his declaration that defendant was possessed of real estate in the District of Ottawa, in the Province of Quebec. Defendant pleaded an "*exception déclinatoire.*" Issue was joined on said exception, and after hearing the parties, the judgment of the Court (Bourgeois, J.) was as follows:—"Considering that the plaintiff has alleged in his declaration that the defendant is in possession of real estate within this District, and that the allegations in said exception are insufficient and unfounded in law, doth dismiss the said exception of the defendant, with costs, &c."

Fleming, Conroy & Roney for plaintiff.
A. Rochon for defendant.

MONTREAL, October 14, 1879.

MERINO v. OUIMET, BONIN et al., petitioners, and MERINO, contesting.

Insolvent Act—Compulsory Liquidation—Intervention.

A writ in compulsory liquidation having issued against Ouimet, the petitioners, setting up that they are creditors of Ouimet in a sum of $30 for professional services, that defendant is not insolvent, and that plaintiff is acting in collusion with him, prayed that the attachment be set aside. The conclusions of the petition were in these words:—

"Pourquoi les requérants concluent à ce que le dit bref soit déclaré avoir été émané illégalement, à ce qu'il soit déclaré illégal et nul, ainsi que tous les procédés adoptés sur icelui, et qu'ordre soit donné au syndic L. Dupuy et au gardien de remettre la possession des biens meubles et animaux saisis en vertu du dit bref

au failli, pour le bénéfice de ses créanciers, le tout avec dépens distraits," &c.

An answer in law was filed by plaintiff, on the ground that petitioners were not in the cause, and that they should first obtain permission to intervene before they could be heard on the merits of the petition.

JETTÉ, J., maintained the *réponse en droit*, the judgment being as follows:—

"La cour ayant entendu les parties sur le mérite de la réponse en droit faite par le demandeur à la requête en cette cause, examiné la procédure et délibéré;

"Considérant que les diverses dispositions de la loi de faillite relatives à la procédure à suivre dans les instances nées de contestations régies par la dite loi, autorisent, dans tous les cas auxquels il n'a pas été autrement pourvus, l'application des règles prescrites pour les causes ordinaires;

"Considérant qu'il ne peut être permis à un tiers, quelque soit son intérêt, de faire aucun procédé en son nom, dans une instance déjà pendante, sans y avoir été reçu partie, conformément aux dispositions des articles 154 et suivantes du code de P.C.; Renvoie la requête des requérants, mais sous réserve de leur droit d'intervenir régulièrement en cette cause, pour la protection de leurs intérêts."

Archambault & Archambault for petitioners.

P. Pelletier for plaintiff, contesting.

MONTREAL, October 18, 1879.

ROY v. HUOT et al.

Architect—Evidence—Proof of value of services by witnesses where there is no express agreement as to remuneration.

The action was to recover compensation at the rate of 2 per cent. on the cost of certain houses, the construction of which had been superintended by the plaintiff as one of the firm of Roy & Resther, architects. The defendants pleaded that they had agreed to pay $200 and no more, and that they had paid; and, moreover, that there was neglect in execution of the contract. The plaintiff replied that the agreement had reference to works of much less magnitude, and that defendants had agreed to pay at the rate asked, 2 per cent.

TORRANCE, J. The defendant takes the position that the plaintiff has to prove an agreement for the larger amount, and that he cannot prove it by verbal testimony. This question was raised and decided long ago in *Footner & Joseph*, 5 L. C. J. 225 (A. D. 1860), and it was there held that the architect could prove by witnesses the value of his services. The question simply is how much should be paid to the plaintiff? The defendants say that they employed Resther rather than Roy, and that the latter was inattentive, for a reason I need not further allude to, than to say that it was a reason for the dissolution of the partnership between Roy & Resther. The witness, Decelles, says Roy visited the works three or four times a week at first, and afterwards twice a week, except during a fortnight, when he did not come. It is not proved that the defendants suffered by inattention on the part of the plaintiff. He has already received $200. I shall allow him $200 more.

A. Mathieu for plaintiff.

L. Huot for defendants.

KELLY v. THE HOCHELAGA MUTUAL FIRE INSURANCE CO.

Insurance—"Material fact"—Omission of insured to disclose that a threat had been made to burn his store.

This was an action on a fire policy to recover for loss by fire $2,000. The defendants pleaded: 1. concealment of a material fact when the policy was taken out; 2. non-compliance with the conditions of the policy as regards proof of loss within 30 days.

TORRANCE, J. As to the non-compliance with the requirements of the policy, I think there was waiver so far as the delay of 30 days was concerned, within which the proof had to be made. The real point in the case is whether there was concealment of a material fact on the 6th June, when the insurance was effected, and when the plaintiff omitted to say that in the month of February, four months before, he was informed that the people there threatened that if the people of Paspebiac came up there to beat the people, they, the people of New Carlisle, would burn his (Mr. Kelly's) store and hang him. The people of Paspebiac did not come up, and nothing happened. The fire on the 17th June was supposed to be the act of an incendiary, but in no wise connected with the

election of February. Under these circumstances, was it material to mention the threat in February, in making the insurance in June? I must here judge the fact as if I were a juryman, and I hold that it was not a material fact. The pleas are therefore overruled, and judgment given for plaintiff.

Bethune & Bethune for plaintiff.
Davidson, Monk & Cross for defendants.

CATELLIER et al. v. CASSANT et al., and HEATON et al., T. S.

Saisie-arrêt—Garnishee making imperfect declaration—Costs.

This case was before the Court on a contestation of the declaration of Henry J. Shaw as garnishee. He made a first declaration in January to the effect that he owed defendants $46 after deducting value of double windows, which was about $50. He made a second declaration in March of a more special character, in which he said that owing to the acts of plaintiff and the failure on the part of defendant to complete his work and his contract, the garnishee had been put to considerable loss exceeding $50; that he owed $46 to defendant. The plaintiff contested these declarations.

TORRANCE, J. The simple question is whether the garnishee owes more than he declared. He had a contract with the defendant by which the latter agreed to do certain work to be certified by Mr. Thomas, the architect, for the sum of $220. The evidence clearly shows that the contract was not completed. Apart from the question of the double windows, the staircase was not completed, and the architect had never certified to the completion. The declarations were imperfect, and while the contestation is dismissed, it is without costs.

Couillard for plaintiffs.
Kerr & Carter for defendant.

CONSOLIDATED BANK OF CANADA v. DAVIDSON et al., RIDDELL, assignee, and STANLEY, petitioner.

Insolvent Act—Meeting of Creditors—Adjournment—Production of vouchers with claim.

The petitioner in this case asked that the assignee and inspectors be ordered not to accept certain tenders which had been made. The assignee contested the petition. Objection had been taken by the petitioner to the regularity of the proceedings, because the meeting of creditors had been adjourned at the call of the chairman, which, it was contended, was equivalent to an adjournment *sine die*, and new notices were necessary.

JETTÉ, J., said he had felt some difficulty on the question of adjournment, because he knew that it was a common practice for parliamentary committees to be adjourned at the call of the chairman, and this was considered equivalent to a regular adjournment. But on turning to May's Parliamentary Practice, he found the following:—"A select committee ought to be regularly adjourned from one sitting till another, though in practice the reassembling of the committee is sometimes left to be afterwards arranged by the chairman, by whose direction the members are summoned for a future day: but this practice, not being regular, can only be resorted to for the convenience of the members, and with their general concurrence." It was evident, therefore, that the practice in question existed by tolerance only. The meeting in the present case was, therefore, not properly adjourned, and the usual notices should have been given of the next meeting. But, on the other hand, the assignee answered that the petitioner had no right to complain of this, because he had not proved his claim against the estate of the insolvents. Sec. 104 of the Insolvent Act requires that claims must be accompanied by the vouchers on which they are based. Here there was only a statement of account, whereas the claim rested on two notes which were not produced. The petitioner, therefore, had no standing before the Court, and the petition must be dismissed.

Davidson & Cushing for petitioner.
J. L. Morris for contestants.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 16, 1879.

SIR A. A. DORION, C.J., MONK, RAMSAY, TESSIER and CROSS, JJ.

GORDON et al. (intervenants below), Appellants, and HOTTE (plaintiff below), Respondent.

Pledge—Moveables not in possession of pledgee.

The appeal was from a judgment of the Superior Court, Papineau, J., dismissing the intervention of the appellants. (22 L.C.J. p. 34.)

The intervenants claimed to be the owners of four horses seized in the possession of one Currie, at the instance of Hotte.

The intervenants' claim was based on a deed before notary, of 26th January, 1875, from which it appeared that Currie, being then indebted to the intervenants in the sum of $497.58, transferred the horses to them to secure this debt; the animals were to remain in their possession until August 1st, 1875, when Currie might take them back if the debt was paid.

The material portion of the deed was as follows:—"Et pour sûreté du remboursement et paiement d'icelle somme, le dit David Currie, débiteur, a transporté et mis ès mains du dit Clarke Gordon" les chevaux et harnais, et "ce dernier pourra en jouir à sa disposition sans néanmoins encourir aucuns risques, jusqu'au paiement par le dit comparant de la somme suscitée, temps auquel le dit Clarke Gordon remettra les dits objets ès mains du dit débiteur, et si au contraire, le dit terme, 1er Aout, échu, le dit débiteur n'a pas effectué le remboursement de la dite somme, le dit Clarke Gordon gardera pardevers lui les dits objets et en sera et restera propriétaire."

The debt was not paid before 1st August, but the intervenants, in the opinion of the Court, had not taken possession of the horses, and they were seized 31st August, 1875, in Currie's possession. The Court below considered that the agreement of 26th January, 1875, was simply a pledging of the horses, and as they were not in the possession of the intervenants at the time of the seizure, the latter had no privilege. The *motif* of the judgment was as follows: "Considérant spécialement qu'il est prouvé que les intervenants ont pris du défendeur, à titre de sûreté du paiement de leur créance par l'acte en question du 26 Janvier, 1875, les chevaux et harnais y mentionnés, et qu'ils n'en ont jamais eu la possession actuelle et réelle depuis le mois de Mai, 1875, jusqu'au temps de la saisie, &c., déboute la dite intervention."

In appeal, this judgment was held to be correct, and was confirmed unanimously.

C. H. Stephens for appellants; *Trenholme & Maclaren* counsel.

Ouimet, Ouimet & Nantel for respondent.

COMP. DE PRET ET CREDIT FONCIER (plffs. below), Appellants, and BAKER et al. (*adjudicataires* below), Respondents.

Sheriff's Sale—Misdescription of immoveable—Sale vacated.

The appeal was from a judgment of the Superior Court, Montreal, (Johnson, J.) granting the petition of the *adjudicataires*, and setting aside a *décret*.

The *adjudicataires*, respondents, had bought at sheriff's sale an immoveable in Delisle Village, described as being 45 feet front by 90 feet deep. After paying for the property, they discovered that it was only 30 feet front, whereupon they presented a petition, under 714 C. C. P., alleging that they would not have bought the property had they been aware of the deficiency in contents, and asking that the sale be vacated. The plaintiff contested this petition, alleging that the sale was without warranty as to contents, and that the *adjudicataires*, being themselves the *auteurs* of Peladeau, defendant in the cause, were aware of the actual contents of the property.

The Court below maintained the petition, and set aside the *décret*, "but considering that petitioners were the original vendors as well as *adjudicataires*," the petition was maintained without costs.

Appellant argued that the sale was without warranty as to the contents of the immoveable (708 C. C. P.); and further that the cadastral number was a sufficient description, (C. C. 2168). The claim of the *adjudicataires* was based on C. C. 714: "Sheriff's sales may be vacated &c. if the immoveable differs so much from the description given of it in the minutes of seizure, that it is to be presumed that the purchaser would not have bought had he been aware of the difference." Now, the *adjudicataires* here, being the immediate *auteurs* of the defendant, could not claim any right under this article. The appellant also urged that the defendant had not been served with the petition, as 715 C. P. required.

The judgment was unanimously confirmed in appeal.

M. E. Charpentier for appellant.

Barnard & Monk for respondents.

CORPORATION OF TOWNSHIP OF GRANTHAM (defts. below), Appellants, and COUTURE et al. (plffs. below), Respondents.

Promissory note of Municipal Corporation—Alleged want of authority.

The respondents obtained a judgment *ex parte* on the following promissory note :—

$872.02

Sorel, 12 Juillet 1877.

Trois mois de cette date pour valeur reçue, la Corporation municipale du township de Grantham promet payer à l'ordre de L. A. Senecal, au bureau de la Banque des Marchands, ici, la somme de $872.02 courant.

P. N. DORION,
Maire.
J. T. CAYA,
Sec. Tresorier.

The defendants appeared but did not plead. They now appealed from the judgment, on the ground that the Mayor and Secretary Treasurer had no authority to sign the note on behalf of the municipal corporation, without being authorized to that effect by a resolution of the council, and that no authorization had been proved in this case.

The appeal was dismissed, the Court being of opinion that the note being apparently regular, and the appellant having failed to object to the want of authority in the Court below, could not be permitted to attack the judgment on that ground now.

A. Germain for appellants.

M. Mathieu for respondents.

SCROGGY (deft. below), Appellant, and GORDON, (plff. below), Respondent.

Appeal—Reasons of appeal founded upon alleged irregularities of procedure in Court of first instance, of which appellant did not complain in Review.

The appeal was from a judgment of the Court of Review, condemning the appellant in the sum $100 damages, for having illegally and without probable cause issued a writ of *saisie-arrêt* before judgment against the effects of respondent. It appeared that in 1873 Gordon was residing on a farm at Rawdon, and his father-in-law McEwen was living with him. The appellant, Scroggy, under a transfer from McEwen, which had not been signified, issued the *saisie-arrêt* in question, and Gordon's effects were seized, but the action was not returned. Gordon then sued for damages, and Scroggy appeared, but did not plead. Judgment went for $1.50 only. Gordon thereupon carried the case to the Court of Review by which the amount of damages was increased to $100. It was from this judgment that Scroggy (now represented by his assignee Beausoleil) appealed, the grounds of appeal being numerous irregularities of procedure in the Superior Court.

Sir A. A. DORION, C.J., remarked that Scroggy had filed a factum in the Court of Review, in which he made no mention of the alleged irregularities. He had acquiesced in the judgment of the Superior Court, and asked for its confirmation. Now he wished to appeal from it. The judgment must stand confirmed.

Monk & Butler for Appellant.

Beique & Choquet for Respondent.

STATUTES OF QUEBEC, 1879.

(ASSEMBLY BILL NO. 121.)

[Hon. Mr. Mercier, Sol. Gen.

An act respecting Coroners' Inquests.

Whereas it is expedient to put an end to the holding of useless inquests in the Province of Quebec, in the case of sudden deaths arising from accidents and without the commission of any crime; Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows :

1. No coroner shall hold an inquest on the death of any person unless he is furnished with a certificate signed by a justice of the peace establishing that there is reason to suspect that such death had been caused by the commission of a crime, or when such inquest is demanded by a requisition in writing signed by the mayor or the *curé*, pastor or missionary of the locality or by a justice of the peace of the county.

2. After or during such inquest, the coroner may give an order to bury the body of such person, and this order shall always be considered as an authorization to proceed with such burial.

3. The body of any person, suddenly deceased, by pure accident and whose decease has not given rise to such information, as above mentioned, shall be buried in the ordinary manner; and no certificate or authorization shall be required in order to proceed with such burial.

4. The death of any person detained in the provincial penitentiary, common jail or reformatory, under the authority of a judgment of a court or otherwise but without necessitating the complaint or requisition mentioned in the first section, shall be established in a register which shall for the future be kept in accordance with the provisions of title two of the Civil Code by the warden of the penitentiary, the sheriff of the district in which such common jail is, or the guardian of such reformatory, as the case may be.

5. In the case of an inquest, held as above mentioned, the jurors, if they think the same really necessary, may require the services of a physician of the locality where the inquest is held or of the nearest possible locality.

6. The costs of such inquests are regulated by the tariff contained in Schedule A. forming part of the present act.

7. Within fifteen days following the holding of such inquest, the coroner shall send a detailed statement of the costs of such inquest to the Provincial Secretary, with a certified copy of the information or requisition above mentioned.

8. Any human body found within the limits of a town, city, parish or township, shall be buried at the expense of the corporation of such town, city, parish or township; and the provisions of the third section shall apply to such burial.

9. The present act shall come into force on the day of its sanction.

SCHEDULE A.

To the Coroner, fee for each inquest and return	$ 6 00
To a physician, for external examination	5 00
To a physician, for internal examination	10 00
To the coroner and physician travelled specially for such inquest, for travelling expenses, covering all such expenses, per mile	0 10
To the constable summoning witness, each witness	0 30
To the constable summoning jury	1 00
To a secretary or clerk in cases of an extraordinary nature, per day	2 00
For chemical analysis, to comprise every analysis made on one body or any part or parts of the same body, for one inquest	20 00

Whenever a chemical analysis is deemed necessary by the Jury and the coroner, the coroner will report to the Attorney General, who will select the physician by whom such analysis is to be made, and if such judgment and analysis shall have been especially difficult the law officers of the Crown may allow a greater sum.

All reasonable expenses, such as place to hold the inquest, taking charge of the body, notifying the coroner, burial expenses of paupers, to be paid.

All accounts in connection with services of physicians and burial expenses, to be certified by the foreman of the jury.

(ASSEMBLY BILL NO. 4.)

[Hon. Mr. Chauveau, Prov. Sec.

An Act respecting Lunatic Asylums in the Province of Quebec, subsidized by the Government.

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

1. Only lunatics who have not themselves or through some relatives bound by law to support them, the means to pay in whole or in part their expenses of maintenance in a lunatic asylum, shall be admitted into asylums at the expense of the Government.

In order to obtain the admission of a pauper lunatic into one of the asylums of the Province, at the expense of the Government, it shall be necessary that a relative, friend or guardian of the patient make application therefor by a letter addressed to the Provincial Secretary.

2. This application must be accompanied by three certificates in the form set forth in the appendix under the letters A, B and C. (The forms are too lengthy for publication here.)

3. The form A must be signed by three citizens residing in the same place as the lunatic.

Form B must be signed by a physician, establishing the state of the patient's mind and declaring whether or not it be a case of idiocy or imbecility.

Form C must be signed by two citizens residing in the same locality as the patient, and they shall personally be responsible to the Province of Quebec for the payment of the board of the lunatic named in the certificate in form C, if it be established that the declarations therein contained are unfounded and made in bad faith.

The signatures affixed to these three forms must be attested and acknowledged before a Justice of the Peace in accordance with the provisions of the Act of the Parliament of the Dominion of Canada, 37 Vict., chap. 7.

4. On receipt of such letter and such certificates, the Provincial Secretary shall submit them to the visiting physician of the asylum into which it is desired that the patient be admitted, and on his report the Provincial Secretary shall

grant or refuse such request, and shall give notice thereof to the parties interested.

5. Idiots and imbecile persons shall not be admitted as Government patients into asylums, unless they be dangerous or a source of scandals, subject to attacks of epilepsy or afflicted with any monstrous deformity.

6. At the commencement of each month, the visiting physician of the asylum, after having demanded the written opinion of the proprietor or superintendent of the asylum, or of the physician employed by them, as to the mental condition of the patient, shall send in a report to the Provincial Secretary as to the patients who, in his opinion, should be discharged, and shall forward with the said report the information in writing on the subject which shall be supplied by the proprietor or resident physician of the asylum. On this report of the physician, the Provincial Secretary shall forward to the proprietors of the asylum an order to set such patients at liberty, and such order must be carried out within eight days of the receipt thereof, and at the expiration of the said eight days, the patient shall no longer be kept at Government expense.

7. For the purposes of the preceding section, the visiting physician shall, at all times, have access to every part of the lunatic asylum under his control, and he may also, when he deems it necessary, and at suitable times, take communication of the registers in which the names of the patients are inscribed, as well as of all documents or books relating to the Government patients.

8. Any person who has the legal charge of a patient in an asylum may obtain his release by addressing to the Provincial Secretary a petition, accompanied by a declaration, by which he shall bind himself to take care of the patient. Whenever the Provincial Secretary shall be convinced by the report of the visiting physician that the patient may be discharged without danger, he shall give an order in consequence, which shall be executed and at the expense of such relative, guardian or friend.

9. The above provisions do not apply to lunatics who are detained under the provisions of chapter 109 of the Consolidated Statutes of Canada, nor to those of the Act 32nd and 33rd Vict., chap. 29, and its amendments.

10. Whenever the Sheriff or other competent officer shall have reported to the Provincial Secretary that any person detained in any of the prisons of this Province for any cause whatsoever is insane, the Provincial Secretary shall cause such insane person to be examined by one of the visiting physicians of the asylum, or by any other physician by him appointed, and if the report of such physician establishes the insanity of such prisoner, the Provincial Secretary shall recommend his removal to a lunatic asylum, and the Lieutenant-Governor may issue his warrant in consequence.

11. Every visiting physician shall forward with his report the certificate of the physician of the prison, which shall be to the same effect as the certificate required by the above section three, and according to form B, annexed to the present Act.

12. On the report of a visiting physician or any other physician appointed for such purpose, with the information supplied by the proprietors or resident physicians which may accompany the same, establishing that a lunatic confined in an asylum under the authority of chapter 109 of the Consolidated Statutes of Canada, or of the Act 32nd and 33rd Vict., chap. 39, has recovered the use of his reason, the Lieutenant-Governor shall, on the recommendation of the Provincial Secretary, and according to the circumstances, order that such person so detained be discharged, or that he be brought back to gaol to stand his trial or to have his sentence carried out.

13. The present commission of the Beauport Lunatic Asylum is hereby abolished, all laws, orders in council or agreements to the contrary notwithstanding, and all documents, registers and papers regarding the insane, and which are now in the possession of the secretary of the said commission, shall be handed over by the said secretary, after ten days notice to that effect, to the Provincial Secretary's office, and no other commission can be appointed in future notwithstanding any act or statute passed up to the the present Act.

14. The proprietors of each of the said asylums must appoint and keep at their own expense a physician, who shall reside in such asylum or in its immediate neighborhood.

15. All acts inconsistent with the provisions of the present Act are hereby repealed.

16. The present Act shall come into force on the day of the sanction thereof.