The Legal News.

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AN IMPORTANT WORK.

It may be a surprise to our readers to learn that the late Mr. Justice Mackay, of the Superior Court, had been engaged, for a number of years before his death, in the preparation of a work on the law of fire insurance. It is probable that a special study of this subject had been made by the learned judge before his appointment to the bench. At all events the materials which had been accumulated during a considerable time, were framed into something like a systematic treatise prior to his retirement from office, for in June, 1881, the learned judge communicated with the editor of this journal with reference to the preparation of the work for the press. The voluminous manuscript was examined and arranged, but the author was soon after compelled, by the state of his health, to retire from the bench, and was absent from Canada for some time. Little more was done until the close of 1884, when the work was again examined and revised, the arrangement was somewhat altered, some parts were curtailed, and notes of fresh cases were embodied in it. Publication, however, was deferred, the learned judge being desirous of further revising it, and his health not permitting continuous application. Notes and remarks were still being accumulated, when the task was interrupted by the illness and death of the lamented author.

It is the wish of the relatives of Mr. Justice Mackay that the work upon which so much time and thought were expended should not be lost to the profession. With this view the manuscript has been again placed in our hands, and it is proposed to publish portions of it from time to time in this journal. We are well aware from his own lips, that Judge Mackay's aim was not to write an ambitious work upon a subject which has been elaborately treated by English and American authors. What he chiefly desired was to supply the profession with a convenient manual upon a branch of law of great practical importance. To this end he abridged from time to time and cancelled portions which he considered might be dispensed with, and he would probably have carried the process of excision still further had he lived to complete the revision. We shall have the less hesitation, therefore, in using a discretion to omit, at all events for the present, such paragraphs and notes as seem less material. An editor is always at some disadvantage in taking up an unfinished work. We have had the assistance, it is true, of numerous consultations with the author, but, nevertheless, we feel that some indulgence may be required in view of the circumstances in which the work sees the light.

LEGISLATION OF LAST SESSION.

The following Acts passed by the Quebec legislature during the last session amend articles of the Codes :—

53 V., CHAP. 55.

An Act to amend articles 67, 68 and 69 of the Code of Civil Procedure.

1. The following paragraph is added to article 67 of the Code of Civil Procedure.

"In the case of an action in separation from bed and board by a husband against his wife, if the latter resides outside the Province of Quebec, she may be called in to appear in virtue of article 68 or 69, as the case may be."

2. The words "but has property therein," in article 68 of the said Code, as contained in article 5866 of the Revised Statutes of the Province, are replaced by the following: "but that the cause of action arose therein."

3. The words: "when a defendant having property in the Province has never had or has no longer any domicile therein, or" in article 69 of the said Code, as contained in article 5867 of the said Revised Statutes, are repealed and replaced by the following: "if the defendant has left his domicile in the Province, or has never had such domicile, and"

4. This Act shall come into force on the day of its sanction. (April 2.)

53 V., CHAP. 56.

An Act to amend the Code of Civil Procedure, respecting proofs.

1. Article 238*a* of the Code of Civil Procedure, as contained in Article 5876 of the Revised Statutes of the Province of Quebec, is amended by striking out the words "Three Rivers," in the second paragraph thereof.

2. Article 243 of the said Code, as it is contained in article 5877 of the said Revised Statutes, is amended by striking out the words "Three Rivers," in the third clause of the said article.

3. This act shall come into force on the day of its sanction. (April 2.)

53 V., CHAP. 57.

An Act to amend the Code of Civil Procedure, so as to permit the taking of evidence by stenography in *ex parte* cases.

1. Article 317 of the Code of Civil Procedure is amended by adding thereto the following: "and the evidence may be taken by stenography, in conformity with articles 320*a* and 320*b*, as added by article 5888 of the Revised Statutes of the Province of Quebec. (April 2.)

53 V., CHAP. 58.

An Act to amend article 556 of the Civil Procedure, respecting the seizure of moveables, as contained in article 5917 of the Revised Statutes of the Province of Quebec and amended by the Act 52 Vict., chap. 50.

1. Paragraph 6 of article 556 of the Code of Civil Procedure, as contained in article 5917 of the Revised Statutes of the Province of Quebec is replaced by the following:

"6. One sewing machine."

2. Paragraph 8 of the said article, as replaced by the Act 52 Victoria, chapter 50, section 8, is replaced by the following:

"2. One span of plough horses or a yoke of oxen, one horse, one summer vehicle and one winter vehicle, and the harness used by a carter or driver for earning his livelihood, one cow, two pigs, four sheep, the wool from such sheep, the cloth manufactured from such wool, and the hay and other fodder intended for feeding the said animals; further, the following agricultural tools and implements: one plough, one harrow, one working sleigh, one tumbril, one hay-cart with its wheels, and all harness necessary and intended for farming purposes."

53 V., CHAP. 59.

An Act to amend articles 621, 624 and 631 of the Code of Civil Procedure, respecting seizures after judgment.

Whereas it is expedient to amend articles 621, 624 and 631 of the Code of Civil Procedure, concerning attachment after judgment; Therefore, etc.

1. The first paragraph of article 621 of the Code of Civil Procedure is amended so as to read as follows;

"If the declaration of the garnishee is not contested, and he has not declared that any other seizure has been made in his hands, the court upon an inscription for judgment, by either party, orders him to pay to the seizing party, on account or to the extent of his debt, the moneys seized, according to their sufficiency."

2. Article 624 of the said Code is amended by adding the following after the first paragraph thereof;

"If the seizing party fails to proceed against such garnishee, the party seized may obtain the dismissal of the seizure, with costs against him; or he may inscribe the case for judgment by default against the garnishee, and execute it in the name of the seizing creditor."

3. Article 631 of the said Code is amended so as to read as follows:

"631. If a garnishee declares that he is not indebted and he cannot be proved to be so, the court, on motion of the garnishee or of the party seized upon, orders him to be discharged from the seizure, and condemns the seizing party to pay the costs."

53 V., CHAP. 60.

An Act to amend the Code of Civil Procedure, with respect to abandonment of property.

1. Article 772*a* of the Code of Civil Proce-

dure, as added by article 5961 of the Revised Statutes of the Province of Quebec, is replaced by the following:

"772*a*. The moneys realized by the curator from the property of the debtor must be distributed amongst the creditors by means of dividend sheets prepared after the expiration of the delays to file creditors' claims.

Such dividend sheets are payable fifteen days after a notice of their preparation has been given and a copy of such sheets has been sent to each creditor.

Such notice is given by the insertion of an advertisement in the Quebec Official Gazette.

Such copy of the dividend sheets, together with such notice, is sent by mail, by registered letter, to the address of each of the creditors of the debtor who have filed their claims, or who appear upon the list of creditors of the debtor.

The claims or dividends may be contested by any party interested.

The contestation for such purpose is filed with the curator who is bound to transmit it immediately to the prothonotary of the Superior Court of the district in which the proceedings upon the abandonment are then deposited, or in such other district as the parties interested in the contestation may agree upon; and such contestation is proceeded upon and decided in a summary manner."

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53 V., CHAP. 61.

An Act to amend the Code of Civil Procedure, respecting summary matters.

1. Paragraph 3 of article 887 of the Code of Civil Procedure, as it is contained in article 5977 of the Revised Statutes of the Province of Quebec, is amended by adding thereto the following: "suits by farmers for the price of their farm produce, suits by advocates, notaries and physicians to recover the sums due to them for professional services, suits by printers for printing, publications or work performed by them in that capacity, as well as those for the price and value of subscriptions to journals or newspapers."

2. Article 897*a* of the said Code, as added by the Act 52 Victoria, chapter 52, section 1, is amended by adding after the word "shall," in the ninth line, the words "in contested causes."

3. Article 899*a* of the said Code, as added by the said article 5977 of the said Revised Statutes, is amended by adding the following paragraph:

"The words 'summary matters,' shall be written or printed at the end of each original and copy of writ issued under the provisions of this chapter, which provisions shall be interpreted so as not to take away the option of proceeding under the ordinary rules of procedure."

MAGISTRATE'S COURT.

53 V., CHAP. 52.

An Act respecting certain proceedings had before the Montreal District Magistrate's Court and the execution of the judgments of the said court.

1. All proceedings had and commenced in suits for fifty dollars and over, before the Montreal District Magistrate's Court, in virtue of the Acts 51-52 Victoria, chapter 20 and 52 Victoria, chapter 30, shall be continued before the Circuit Court of Montreal.

The judgments rendered by the said magistrate's court in suits for the same amount shall be executed by the said Circuit Court.

2. The proceedings had and commenced in suits under fifty dollars before the said District Magistrate's Court shall be continued, and the judgments for the same amounts shall be executed, by the Magistrate's Court for the city of Montreal.

3. According to law, the records, registers, documents and archives of the Magistrate's Court of the District of Montreal, in cases for the amount mentioned in the first section of this Act, shall be transferred to the office of the Circuit Court, in the district of Montreal, and those in cases for the amount mentioned in the second section shall be transferred to the office of the Magistrate's Court of the city of Montreal.

4. This Act shall come into force on the day of its sanction. (April 2.)

FIRE INSURANCE.

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

CHAPTER I.

OF THE CONTRACT OF INSURANCE, HOW MADE, WHEN PERFECTED, AND OF THE APPLICATION.

§ 1. *Definitions of fire insurance.*

Fire insurance is a contract by which one person takes upon himself the risk of fire to which a thing is exposed, and obliges himself towards another, to indemnify him for any loss he may suffer by fire, if fire destroy or damage the thing insured, and this in consideration of a sum of money, price of the risk run.

The Civil Code of Quebec, Article 2468, says: "Insurance is a contract whereby one "party, called the insurer or underwriter, "undertakes for a valuable consideration, to "indemnify the other, called the insured, or "his representatives, against loss or liability "from certain risks or perils to which the "object of the insurance may be exposed, or "from the happening of a certain event."

Art. 2569 of the same Code, says: "A fire "policy contains the name of the party in "whose favor it is made;—a description or "sufficient designation of the object of the "insurance and of the nature of the interest "of the insured; a declaration of the amount "covered by the insurance, of the amount or "rate of the premium, and of the nature, "commencement and duration of the risk;—"the subscription of the insurer with its "date;—such other announcements and con-"ditions as the parties may lawfully agree "upon."

It may be defined in other words as a contract of indemnity, by which one person in consideration of a sum of money, undertakes, usually, to guarantee another, to the amount of the sum insured, against any loss or damage which he may, during a time fixed, sustain by fire damaging the property described.[1]

[1] The best definition of the contract is said to be given in 2 Bl. Comm: 458:—"A policy of insurance is "a contract between A and B, that upon A paying a "premium accepted as equivalent to the risk, B will "indemnify against a particular event."

In 1880, in the Court of Appeal in England, the Lord Justices, in *Darrell* v. *Tibbitts*, held the contract of Fire Insurance a contract for indemnity, and a contract of the same kind as from a marine policy—the insured can't get paid twice over. 5 Q. B. Div. 560.

The contract is *not* to pay a certain sum on a particular event like in life assurance. *North Br. Ins. Co.* v. *London, Liverpool & Globe*, 5 Ch. Div. 569, cited.

§ 2. *Partial loss and average.*

The insurers may stipulate not to be liable for partial loss, and some policies are made subject to condition of average, so that if at the time of a fire the value of the objects insured exceed the sum total of the insurance, the insured is considered his own insurer for the excess.

Conditions of average make the liability of the insurer relative only for an amount in the proportion that the sum insured bears to the value of the property at risk. The insured is considered as himself insuring for the proportion of the value of the property which exceeds the amount of the insurance, and therefore liable to contribute in that proportion in case of loss. (Bunyon.)

§ 3. *Nature of the contract.*

The contract of insurance is consensual, and synallagmatic or bilateral. If payment of the premium be admitted in the policy the contract is unilateral, says Le Dictionnaire des assurances terrestres, 588. But though the premium be paid there are such obligations on the assured that the contract viewed in its entirety must be held conditional, and bilateral. Policies in France are generally for a term of years, for annual or semi-annual premiums promised, and with fifteen days of grace to pay each instalment of premium, and all premiums are *portables*. The policies are synallagmatic contracts, and must be made in duplicate, signed by both parties (Art. 1325, Code Napoléon).

In Quebec, policies in duplicate are not usual nor required, and as to signatures our Code (2569) points only to signature by the insurer.

§ 4. *The parties, and the premium.*

The person who charges himself with the risk is the insurer; the other is the insured; the sum paid or agreed to be paid, as the price of the risk, is called the premium, and the act or writing made to evidence the contract, the policy.

§ 5. *By whom the business is carried on.*

In Quebec Province the business of fire insurance is almost entirely carried on by companies, most often incorporated, but there seems to be nothing to prevent any private individual from carrying on such business.

§ 6. *When commercial.*

Fire insurance is not by nature commercial, but if carried on by mercantile men, or by traffickers in it alone, and as carried on by incorporated insurance companies, it is so, except as regards mutual insurance. Art. 2470, C. C. L. C.

Carrying on the business of ordinary fire insurance is considered trading in the Province of Quebec. Even minors, if traders, as they sometimes are, can carry on the business there. Art. 2470, C.C.

§ 7. *Organization of insurance companies.*

In most countries there are statutes establishing rules for the formation of corporations or companies for insuring, and for the visitation and examination of them; and for controlling and winding them up, if need be. Local Legislatures may make laws regulating forms for policies of insurance and conditions of them,—*Ulrich* v. *Nat. Ins. Co.*, 4 Ont. Appeal R. 84.

§ 8. *Deposit required for doing business in Canada.*

Fire insurance companies must make a deposit and obtain a license in order to do business in Canada. R.S.C. ch. 124.

§ 9. *Mutual companies and contribution companies.*

In almost all countries there are, also, mutual fire insurance companies, and contribution companies. Of these we do not intend to treat particularly. Suffice it to say, as to the former, that they are generally the creatures of local statutes, which order the modes of their formation, their organization, and the extent of liability of their members. Each person whose property is insured in such companies becomes a corporator, or member, bound by its by-laws, and liable to pay a proportion of all losses. The insured are insurers at the same time. Generally the members of such companies must be freeholders. In the Province of Quebec one company only is allowed in one county.

Our remarks in the present work will be with reference to ordinary fire insurance companies, or *assurances à prime.*

§ 10. *How the contract may be made, and how proved.*

Mere consent can make a contract of insurance, but writings are required in matters over $50, and parol evidence is only admissible to complete the proof where a *commencement de preuve par écrit* is seen. So, a parol agreement to renew a policy cannot be proved without a writing or *commencement de preuve.* Mere parol proof of fire insurance is no more admitted than mere parol proof of sale of lands; and in practice parol insurances are very infrequent.

§ 11. *Contract made by writing or parol.*

Under the French Code de Commerce, Art. 332, the contract of insurance is made in writing. Yet even for amounts above 150 francs, if there be a commencement of proof in writing, it may be proved by parol. So it was held by old writers. Emerigon disapproved of the doctrine, but in modern France it is held so against Emerigon.[1]

The Cour de Cassation, in a case decided 13th July, 1874, held that insurance, in cases over 150 francs, must be proved by writing, or there must be a commencement of proof in writing, in order to admit parol testimony. Under 150 francs the contract may be proved by witnesses, under the common law.[2]

§ 12. *Insurance in the Province of Quebec may be verbal.*

In the Province of Qeebec there is no absolute need of a policy, nor is a writing absolutely necessary for the validity of the contract, unless required by the law incorporating the company insuring. In the absence of such a law this contract, like many others usually made by writing, may

[1] 4 Massé, Dr. Comm. 2566

[2] See Journal du Palais for 1863; Cour de Cassation, 5th November, 1862.

All contracts of insurance must be printed or written says Smith on Contracts, p. 136. Flanders treats of parol contracts to insure (p. 133), and says they are enforceable.

be verbal. Insurance, as being a commercial matter, was in old France cognizable in the Tribunals of the *Juge et Consuls*, and these Tribunals admitted proof by parol generally even of contracts involving over a hundred livres, except where prohibited. The Ordonnance de la Marine ordered policies, yet this was held to be only towards proof of the contract. Even under that Ordinance other modes of proof competed to an insured;—for instance, the oath to the alleged insurer. Such is the opinion of Pothier and Merlin; Emerigon differs from them.

In Quebec, where the Ordonnance de la Marine was never enregistered, and where the modern French law does not control, proof of the contract may be made by policy, by other writing, by oath to the insurer, and by parol, unless where the law incorporating a company orders otherwise.

In Quebec, though an Act incorporating an insurance company say how its policies shall be made, and confer affirmatively power to contract by policy, but be, as regards other modes of insuring, silent, such company would be held bound by a contract by parol made by any authorized agent, if evidence were furnished that it had assumed power to make contracts so, was in the habit of making them so, by parol, and did make the one in question. From the language of the judges in the Privy Council in *Montreal Assurance Co.* v. *McGillivray*,[1] it would seem that the same principle might be admitted to govern even in England, though it is generally supposed that there the rule that a corporation cannot express its will but by writing under seal (except as to insignificant acts) has not been relaxed as in the United States and Quebec.[2]

An insurance company, authorized to contract in a particular mode under a statute declaring simply that contracts signed in a given way shall be binding, may nevertheless contract under its corporate seal, or in any other form which the law will allow, the statute in such case being directory only.[1]

If a statute incorporate a company to insure, but only by policy, the company must obey the statute, and an insurance by parol by it will not bind it. But even under such statute payment of premium to such a company and agreeing by writing for a policy to be delivered afterwards, after such a delay only as the necessities of business in the company's office make unavoidable, I think would operate an insurance, though a loss should happen before delivery of any policy. It would in the Province of Quebec, and it seems that it would in England provided the written agreement were stamped.[2] The language of all such statutes must be weighed; words permitting or authorizing action by policy do not necessarily involve prohibition to act by other modes. In the Province of Quebec, were a company, incorporated under an Act, not expressly limiting it to contract only by policy, to sue an insured upon his note given for premiums earned on insurance by parol, the insured would in vain plead freedom from obligation upon the pretence that no risk had ever attached upon such insurances.

[To be continued.]

FRENCH COUNCILS OF PRUD'HOMMES.

A short report just furnished by the British Embassy to the Foreign Office, and prepared by Mr. De Bunsen, on the Councils of Prud'hommes, which are established in all the important centres of population in France, possesses a special interest both for the insight furnished into the practical working of institutions among our neighbours and for the bearing which it may have on certain tendencies and influences at work among ourselves. We have been long ac-

[1] 9 L. C. R. 488.

[2] *Semble*, the Province of Quebec is bound by the Privy Council decision. If it say parol contract cannot be made in this province it must be so held.

In Ontario, the judges hold as they say the Privy Council held: no fire insurance contract can be made but by writing.

Suretyship—can it be by parol? Yes, insurance can or could be, but for the enactment of Stamp Acts in England. No insurance is available there unless the policy be stamped.

[1] *Safford* v. *Wickoff*, 4 Hill's N.Y. Rep., and observations per the Chief Justice in *Montreal Assurance Co.* v. *McGillivray*, 2 L. C. J. 244.

[2] See observations of Judges of Privy Council in *Montreal Assurance Co.* v. *McGillivray*, 9 L. C. R. 488

customed to the 'domestic forum' of arbitration, and the official referees constitute to a certain extent a departure from our regular legal system. The administration of the law under complicated Acts of Parliament has in the case of the railway commission been partly entrusted to laymen specially conversant with the interests involved. But, with these exceptions, the settlement of disputed rights and the adjustment of contractual and other relations between man and man, have with us been exclusively assigned to the legal profession. Extra-judicial bodies have, it is true, of late years grown up among us, such as chambers of commerce and boards of conciliation for the settlement of strikes and locks-out. But these are purely voluntary in their character, and have no legal status or authority. Bodies of this kind, however, as their practical influence extends, are not unlikely in the future to claim statutory powers of a judicial or quasi-judicial character. And in the bill recently mentioned in these columns, which Sir Albert Rollit has introduced this session, it is proposed to establish commercial tribunals in which the lay element will be largely represented.

In France the non-professional administration of justice in certain classes of cases has been established since 1806. The Councils of Prud'hommes are described to be local boards elected for the settlement of disputes between masters and workmen. The whole system is indicative of a much simpler and more patriarchal state of society than that in which we live, and the jurisdiction exercised is much less important than that with which Sir A. Rollit seeks to invest his tribunals. The questions dealt with by the councils are wages, contracts, deductions made from wages in consequence of misconduct, absences from work, apprenticeship, valuation, piecework, and, generally, the differences which arise in the relations of employer and employed. The burning question of strikes, however, which in this country has been made the occasion of the appointment of extra-judicial bodies, is excluded from the purview of these councils, and no matters, such as the rate of wages, of a sumptuary or quasi-sumptuary character are submitted to them for decision. The first council was constituted for the district of Lyons, and the functions of the Prud'hommes have been successively enlarged and revised by a series of enactments, the most important of which are the decree of May 27, 1848, and the laws of June 1, 1853, and February 7, 1880.

Each council is created at the request of the local chambers of commerce by a Government decree, which must specify exactly how many Prud'hommes are to form the council, six being the minimum, excluding the president and vice-president, over how many communes this authority is to prevail, and what industries are to be subject to it. Thus the jurisdiction is strictly limited in each case. Mines and railways are not included, nor are the relations of shopkeepers, merchants, and clerks. The councils are, in fact, *par excellence*, the artisans' tribunal. Efforts, however, are being made to bring all industries within the jurisdiction. The members are elected and the franchise is bestowed on a basis which is calculated to ensure intelligence and character in the voters. It is confined to masters and workmen belonging to the specified trade, who are over twenty-five years of age and have resided at least three years in the locality. A Prud'homme must be thirty years of age and able to read and write. These conditions seem to indicate that the French urban population is much less migratory that our own, and we imagine could hardly be fulfilled in London and the other large cities of this country. Masters and men are equally represented in the council. Before 1880 the president and vice-president were appointed by the State, and could only be employers; but now the Prud'hommes elect these officers for the year out of their own numbers; and if the president be a master, the vice-president must be a workman, and *vice versâ*. The Prud'hommes are usually, but not necessarily, paid a salary at the expense of the district over which their jurisdiction extends. Half of the body retire every three years, but the retiring members are re-eligible. It is, one would imagine, an object of ambition for an intelligent workman to obtain election to the council, which it is to be hoped affords scope for energies which might otherwise be devoted,

as is too frequently the case in this country, to agitation and mob oratory.

Every council is divided into two main 'bureaux' or sections: the 'bureau particulier' or 'de conciliation,' consisting only of one man and one master, and the 'bureau général' or 'de jugement.' The former, which generally meets once a week, endeavours to settle disputes off hand. If in this way no voluntary agreement can be reached, the case goes to the 'bureau général' for a regular trial, at which witnesses can be examined and judgment is delivered. This bureau is obliged by law to meet at least twice a month, and consists of the president and vice-president and four other members —masters and workmen being again equally represented.

Every Council settles for itself the order which its members are to serve on the two bureaux. The Prud'hommes are practical men with a knowledge of the industries over which they exercise jurisdiction. They are bound by no code or rules of procedure, and no lawyers are employed, and very few cases occupy more than one sitting. They are also invested with power to punish summarily up to three days' imprisonment any disturbance of order or infraction of discipline in workshop or factory. They have also police functions, which, however, are rarely exercised; and may inspect premises and report to the regular tribunals serious breaches of law, such as the disclosure of trade secrets or the theft of materials.

There are 136 of these councils, which dispose of about 42,000 cases in the year. Of these 20,000 were in Paris alone. About 16,000 are amicably settled, about 12,000 voluntarily withdrawn, and only 13,000 or 14,000 referred to the 'bureaux généraux' for judgment. In Paris, the total cost to the municipality is rather more than £8,000 a year, of which £4,992, or £48 each, goes to the 104 Prud'hommes. The summary jurisdiction, from which there is no appeal, extends to cases involving £8 and under; over that amount an appeal lies to the Chamber of Commerce. But M. Lockroy has a bill, now before a committee of the Chamber of Deputies, extending this jurisdiction to £20, and also modifying the franchise for the election of Prud'hommes. It has not been thought possible to make the council arbiters in strikes, but M. Lockroy is submitting a bill which provides for the constitution of Boards of Arbitration on the English model. M. De Bunsen's report states that great services have been rendered by these bodies; but he also mentions that there is a widely spread fear that the proposed enlargement of functions and extension of the suffrage may lead to political and social dangers. In the large towns, indeed, wirepullers already to a considerable extent control the elections. The whole system is a striking illustration of the democratic character of French society, and arises out of conditions which have never existed in this country. The institution can hardly, therefore, serve as a model for our imitation. It is one thing for a system to have been established under comparatively simple conditions of society; it is quite another to introduce it into so complicated an organisation as our own, with habits and traditions so different from those which prevail in the country of its origin.—*Law Journal (London).*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 26.

Judicial Abandonments.

Charles S. Aspinall, manufacturer, Montreal, April 17.

Ephrem Eusèbe Bouchard, Waterloo, April 17.

Wm. Bouchard, trader, Chicoutimi, April 19.

Joseph Philias Perrault, trader, St. Anne de la Pérade, April 24.

Curators appointed.

Re Etienne Beauchemin.—Charles Milot, St. Monique, curator, April 16.

Re Joseph Desaulniers, Shawenegan.—F. Valentine, Three Rivers, curator, April 23.

Re J. S. Murphy.—John Y. Welch, Quebec, curator, April 9.

Re Camille Lalonde, St. Télesphore.—Kent & Turcotte, Montreal, joint curator, April 22.

Re J. B. Lalumière.—C. Desmarteau, Montreal, curator, April 17.

Re Pierre Martineau.—C. Desmarteau, Montreal, curator, April 23.

Re Robert McNabb & Co.—W. A. Caldwell, Montreal, curator, March 15.

Re J. S. Murphy & Co.—John Y. Welch, Quebec, curator, April 9.

Re J. A. Quintal.—C. Desmarteau, Montreal, curator, April 22.

Re W. H. Wilson. — J. Y. Welch, Quebec, curator, April 9.