The Legal News.

VOL. XIII. OCTOBER 18, 1890. No. 42.

Not long ago (*ante*, p. 127) we published a note of a decision by magistrates of this province, that the operation of dishorning cattle was not a cruelty exposing the persons performing it to prosecution. We notice by a recent article, written by a well-known friend of the animal world (Mr. G. Candy), that the Lord Chief Justice of England and Mr. Justice Hawkins are of a different opinion. There has been considerable doubt on the point. In Scotland a superior court, expounding the Scottish statute, has held that the operation of dishorning is not unlawful, not because the operation was shown to be necessary in fact to fit the animals for their ordinary use, but because "the statute does not interfere with human conduct, or with the judgment of those who are pursuing their own affairs to the best of their judgment, however much they may be mistaken in the judgment of others." One of the judges in the Scottish Court adds that, in his opinion, the operation was justifiable, because it was "performed under the belief that it was necessary for the well-being and control of the animals." But in a recent English case (*Ford* v. *Wiley*), the judges of the Court of Queen's Bench emphatically dissented from the doctrine that "a mistaken belief that the law justifies a painful operation, when in truth it does no such thing, could operate as any excuse at all, except perhaps in mitigation of punishment." Mr. Justice Hawkins observed: "Constant familiarity with unnecessary torture to and abuse of dumb animals cannot fail by degrees to brutalize and harden all who are concerned in or witness the miseries of the sufferers—a consequence to be scrupulously avoided in the best interests of civilized society." The occasion which called forth this expression of opinion was the hearing of an appeal from the decision of a bench of Norfolk magistrates, who had acquitted a person charged with cruelty under the statute, and had found as a fact that the operation of dishorning had been done with ordinary care, and under an honest belief that it was for the benefit both of the animals themselves and of their owner, and that the object in view could not be attained by any other known method. The judgment of the magistrates was held to be erroneous, and the case was remitted to them to be dealt with in accordance with what the judges of the Queen's Bench held to be the law. Mr. Candy also quotes, with severe disapprobation, an opinion in a very different sense, by Mr. Justice Murphy, a judge of the High Court of Justice in Ireland, in a case of dishorning: "The pain caused to the animals cannot be said to be an unnecessary abuse of the animal that is reared up, tended, and fed, with the object of having it, as soon as possible, made ready for slaughter, if the operation by which the pain is caused enables the owners to attain this object, either more expeditiously or more cheaply."

Attention is being directed to the fact that in England a considerable revenue is derived from patent fees, over and above expenses of the office. The fees are very high, it being necessary for an inventor to pay over $200 to the patent office before he can benefit by a patentable improvement. The system of levying taxation upon the ingenuity and brain power of a people seems a very strange one, but it is supposed to be based upon the old idea that all patents are monopolies.

COUR DE MAGISTRAT.

MONTRÉAL, 21 janvier 1890.

Coram CHAMPAGNE, J. C. M.

BENOIT v. EDWARDS, et EDWARDS, opposant.

JUGÉ:—*Sur une motion pour faire renvoyer une opposition à jugement, qu'un défendeur condamné par défaut, dont les biens sont saisis et qui fait une opposition afin d'annuler pour prétendues informalités dans la saisie, laquelle est ensuite déboutée avec dépens, n'est pas pour ce fait déchu du droit de faire une opposition à jugement.*

Jodoin & Jodoin, avocats du demandeur.
Walker, avocat de l'opposant.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 11 novembre 1889.

Coram CHAMPAGNE, J. C. M.

DAGENAIS v. TRUDEAU.

Minorité—Responsabilité—Choses nécessaires—Lésion.

JUGÉ:—*Qu'un mineur peut être poursuivi pour le coût d'habillements qui lui ont été vendus et livrés, sauf son droit de prouver qu'il a été lésé.*

L'action était sur compte pour le prix de deux habillements que le demandeur aurait vendus et livrés au défendeur, à sa demande.

Le défendeur plaida qu'il était mineur et qu'il avait été lésé.

La preuve n'établit pas la lésion plaidée par le mineur, et la Cour jugea que les habillements étant des choses nécessaires à la vie le mineur pouvait être poursuivi pour le recouvrement du prix qu'il était convenu de payer pour ces marchandises.

Jugement pour le demandeur.

Autorités:—Gagnon v. *Sylva*, 24 L. C. J. 251; *Thibaudeau* v. *Magnan*, 4 L. C. J. 146; 20 L. C. J. 131.

O. Robillard, avocat du demandeur.

Archambault & Pélissier, avocats du défendeur.

(J. J. B.)

COURT OF APPEAL.

LONDON, April 21, 22, 1890.

Before LINDLEY, L.J., and BOWEN, L.J.

VANDALA & Co. v. LAWES.

Action to enforce Foreign Judgment—Defence that Judgment was obtained by Fraud—Power of Court to go into Merits.

To an action brought on a foreign judgment in respect of certain bills of exchange, the defence was set up that the transactions between the plaintiff and one L. Reynold were not commercial transactions, but mere Stock Exchange gambling, and that the plaintiff concealed the fact from the foreign Court. At the trial, counsel for the defendant proceeded to cross-examine the plaintiff as to certain payments to show that they were made in respect of gambling transactions. CHARLES, J., stopped the cross-examination on the ground that the foreign Court had already determined the point, and that it was not open to the defendant to prove the fraud alleged.

On an appeal by the defendants a Divisional Court (DENMAN, J., and WILLS, J.) held that the cross-examination ought to have been allowed.

The plaintiff appealed from this decision.

Their Lordships said there were two clear rules with regard to proceedings to enforce foreign judgments: (1) That the foreign judgment could be impeached on the ground of fraud; (2) that a Court in this country cannot go into the merits which have been tried by the foreign Court. The question then arose what ought to be done when the question of fraud cannot be decided without going into the merits. There had been great difficulty on that point. But the point had been decided in *Abouloff* v. *Oppenheimer*, 52 Law J. Rep. Q. B. 1: L. R. 10 Q. B. Div. 295, where it was held that a foreign judgment obtained by the fraud of a party to the suit in the foreign Court, could not afterwards be enforced by him in an action brought in an English Court, although the question whether the fraud had been perpetrated had been investigated by the foreign Court, and their Lordships dismissed the appeal, with costs.

FIRE INSURANCE.

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

CHAPTER VI.

THE CONDITIONS OF THE POLICY.

[Continued from p. 327.]

Where a policy required the insured to give notice to the insurers of any other insurance in force upon the same property, it was held that notice to that effect, given to a travelling agent, was sufficient, though it never reached the insurers themselves, it appearing that the business of the agent was to solicit insurances, make surveys and receive applications, and that he was notified while actually engaged in preparing an application for the policy in question.[1]

[1] *McEwen* v. *Montgomery Co. Mut. Ins. Co.*, 5 Hill, 101. See also *Masters* v. *Madison Co. Mut. Ins. Co.*, 11 Barbour (N. Y.) R. 624.

In the absence of any provision requiring the notice to be given or acknowledged in writing, verbal notice given in his office to an agent authorized to receive applications for insurance and to receive premiums is sufficient.

In the case of *Beals* v. *The Home Ins. Co.*,[1] where other insurances were to be notified, the other one was notified as existing at date of policy, namely in the O. & L. Co. It however expired in November, and for it was substituted like amount of insurance in the L. I. Co. The agent of defendants was agent of the L. I. Co. It was not expressly held, but *semble* it would have been held not necessary to have notified.

If a condition printed require notice of second insurance to be given immediately and endorsed on the policy, but in the body of the policy be written less, and what does *not* exact immediate notice and endorsement, such notice and endorsement will not be exacted; but notice even after loss and no indorsement may suffice. This was ruled in the case of *Soupras.* [2]

As to "reasonable diligence" at the end of the Ætna clause (*ante*), I would say that that is for the jury. In Lower Canada the insured would probably recover, though giving notice only with his particulars of loss.

Where "notice" is to be given of other insurances, and condition be simply that the notice may be verbal at office, see Sexton case, 9 Barbour.

If there be no special inquiry, or condition to that effect, the insured is not bound to refer to other insurance.

§ 184. *Levy on Property Insured—Execution against Buildings—Fi. Fa. de Bonis et de Terris.*

Sometimes the condition reads that the policy shall cease if the property insured "shall be levied on or taken into possession under any proceeding in law or equity. Under this condition it has been held that only personal property was in view. [3]

§ 185. *Effect of Double Insurances.*

Ellis says: Even without a special condition of the policy, an insured effecting a double insurance can only recover the real amount of his loss, and if he sues one insurer for the whole, that insurer may compel the others to contribute their proportional parts." Kent (Comm., vol. 3) is to the same effect. He refers to *Millaudon* v. *Western M. & F. I. Co.*,[1] by Curry; so if A insure property with B for $5,000 and with C for $5,000, saying nothing to either of the double insurance, he may, if he lose $5,000, sue either of the insurers, but if one pay in full he may go against the other for half of $5,000. In England there is contribution between co-sureties whether by separate instruments or by the same one, says *Burge*; this as a result of general equity. In Scotland all of several policies are considered one, and there is contribution. In modern France, *co-fidéjusseurs, whether by one or several deeds,* can claim contribution, and this is reasonable, says Troplong, No. 426.

According to *Burge*, several insurers, though by different policies, may be considered debtors *in solido*; but are they? I do not think so. Suppose several insurers by policies of different dates, and for different sums, can such be considered debtors *in solido*? Are they *fidéjusseurs* at all?

In case of double insurance, the insured may sue whom he pleases of the different insurers, and they have contribution among themselves.[2] But policies prevent this, sometimes.

If one insurer pays the whole of the loss, he may recover a ratable contribution from the insurer in the other policy; Angell (Insurance)—otherwise the insured might "select his victim," says Angell.

In case of a house burnt, insured by several policies, (unless there be a condition to the contrary) the insured may sue whom he pleases. If the late one pay, as it must, the whole loss when sued, it has a recourse against the others for contribution in proportion to their insurances. Code de Commerce, 359.

It is different in maritime assurance, p. 270, 2nd part, Sirey of 1852.

This is the usage, too, says Sirey, in a note,

[1] 9 Tiffany.
[2] 1 L. C. Jurist.
[3] *Ins. Co.* v. *O'Maley*, 22 Am. Rep., Pennsylvania.

[1] 9 La. Rep.
[2] *Wiggin* v. *Suffolk Ins. Co.*, 18 Pick.

and he says Grun and Joliat approve, No. 142 (Pardessus, *contrà*).

Suppose the first insurer to pay, can he make the late ones contribute?

Where property is insured, and then it, together with other properties, is insured by a policy reading for one entire sum for the totality of subjects, this makes necessary an apportionment.[1]

The charter of an insurance company provided forfeiture of any policy covering property otherwise insured, unless such double insurance shall be by consent of the company, endorsed by the secretary upon the policy. Held, that the company could not waive this provision, nor consent except by such indorsement.[2]

The rule in modern France is that if the entire value is not covered by the first policy, the later insurers have to make up the deficiency according to the dates of their policies. *Semble*, they are not *co-fidéjusseurs* so.

In the United States, a condition is frequent that if the insured have made other insurance prior in date, the last insurers shall be liable only for so much as the amount of the prior insurance may be deficient towards covering the property lost insured.

In Lower Canada, the first sued of several insurers, by different policies, has no right to ask the others to contribute; unless, on special grounds, they are bound to. Where there are several insurers, the one (never mind which) who is first made to pay, does nothing more than fulfil an obligation which is his alone. And where double insurance exists, the second can be sued before the first.

Of course, in case of double insurance, or treble, the insurer can never recover more than his loss. There can be gotten by him but one satisfaction for one loss.

The rights *inter se* of several insurers by different policies are various, and different, *semble*, from the ordinary rights of co-sureties by obligation, towards a creditor for a debtor.

[1] The case of *Howard Ins. Co.* v. *Scribner*, 5 Hill, is overruled, and this principle (of other insurance being making necessary a calculation) held in *Ogden* v. *East R. Ins. Co.*, 7 Alb. L. Journal of 1873, p. 330.

[2] *Couch* v. *City F. Ins. Co.*, 38 Connecticut, A.D. 1872-3.

Often the different insurances are affected by differing conditions on policies. Suppose the insured by several policies, to forfeit, by breach of a condition, his rights against one insurer, can the others, for instance later insurers, say they are free, from the fact of the insured having deprived them of contribution from others, or other? Does the insured contract so? Would the question be affected by knowledge had by the later insurer of the earlier insurance?

Policies may stipulate against contribution, and that the insurers shall be liable in the order of dates of their policies respectively, or that in case of subsequent insurance, the first insurer shall nevertheless be answerable for the full extent of the sum insured by him, without right to claim contribution from subsequent insurers.[1]

§ 186. *Limitation of liability in the case of several insurances.*

The following are clauses regulating contribution, or rather limiting the amount of liability of insurers in the case of several insurances:

"In case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the assured shall not, in case of loss or damage, be entitled to demand or recover of this company any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property." (*Ætna* policy, of *Connecticut.*)

"And in all cases of assurance, this Company shall be liable only for such rateable proportion of the loss or damage happening to the subject assured, as the amount assured by this Company shall bear to the whole amount assured thereon, without reference to the dates of the different policies." (Other policies.)

Shaw (upon *Ellis*) says that where there are several policies containing the clause providing that, in case of other insurance, the insurers shall be liable to pay only a rateable proportion of the loss, they are all and each liable to pay such rateable proportions, though it happens that some have paid more

[1] 14 Wend. 399.

than their share, and "even enough to cover the whole loss," and this whether they had knowledge of all the policies at the time or not.

He refers to *Lucas* v. *Jeff. I. Co.* He does not mean that each is so liable that the plaintiff, having been paid his whole loss, say from two, may go against a third insurer and make him pay. I take the case referred to to have been this: Plaintiff sued one of three companies who had insured him. It was held that he had right to recover from each its rateable portion, and if two paid more, yet the third was not freed, but had to pay its rateable portion of the loss. It was not made to appear that the plaintiff had, from the two companies not sued, gotten full indemnity, or enough to cover his whole loss. *Shaw* adds: "Where, however, there are several policies, which do not all contain this clause, and those not containing it pay to the extent of their subscriptions, which is more than their rateable share, this will be a defence *pro tanto* in an action on the policies containing this clause, and if the policies without the clause have paid enough to cover the loss, it is a complete defence for the others, for they are liable to contribute to the underwriters who have paid. *Lucas* v. *Jefferson Ins. Co.*, 6 Cowen, 635."

There is no contribution between policies containing the clause referred to; the agreement is that each insurer shall be responsible only for a given portion of one sum (say I), but does not *Shaw* imply that there *is* contribution—contribution it would not be so much as indemnity for money paid. "Shall bear to the whole amount assured thereon," in the above condition, what does this mean? Suppose A on first May, 1860, to insure his house for £500, and at the time of taking this policy to declare a previous insurance of £500 made 1st January, 1860; suppose this 1st Jan. policy to be allowed to expire, and a fire to happen on 1st April, 1861, and to destroy the house worth over £500, may not A recover the £500 of the policy of 1st May? He may; as if the words "at the time of the loss happening" were between the words "assured" and "thereon." If the first insurance be not in force at the time of the loss happening, the second company (in such a case as put) cannot claim to be liable only for a rateable proportion of the loss.[1]

Contribution condition: "Other insurances being, the last insurers are to be liable only proportionately." This extends to other insurances in part on this and in part on other property; although what is insured on one or other be not particularized. *Blake* v. *Exch. Mut. I. Co.*, Monthly Law Reporter of 1858, *Boston.*

§ 187. *Other insurance upon specific thing included in policy.*

Sometimes there is a condition such as this: "If any specific parcel or thing, &c., included in this policy, shall at the time of fire be insured in this or other office, this policy shall not extend to cover the same, except as to excess beyond the amount of specific insurance," etc.

Fairchild v. *Liverpool & London Ins. Co.*[2] was a case of goods burned; value $274,192. They were insured specifically for $324,000. The whole amount of loss was covered so by specific insurance. The plaintiff sued for a *pro rata* amount of the loss in proportion to amount insured, but the defendants were freed, and held not liable, for the loss was *under* the amount of the specific insurances, and their policy was conditioned that they should be liable only for any amount of loss beyond the amount of specific insurances.

§ 188. *Divisibility.*

Suppose insurance by one policy on two houses, and on furniture in a third, the total policy may cease, or become vacated, under the condition of certain policies, for alienation of only one of the houses, or of the furniture, though the insurer retain the houses. It is perfectly lawful to fix as *terme* for cessation of a policy the arrival of any event.

Angell, § 196, is to the effect that if three buildings be insured by one policy, each for a separate sum, alienation of one will only avoid the policy *pro tanto*, as if there had been three policies.

Trench v. *Chenango M. Ins. Co.*[3] was expressly declared bad law in the following case: S insured for one premium, $1600, on dwell-

[1] See *Forbush* v. *W. Mass. Ins. Co.*, 4 Gray's R.
[2] 48 Barbour.
[3] 7 Hill.

ing house; $800 on furniture, &c.: One condition of the policy required the nature and amount of any incumbrances on the property insured to be stated, and the insurance was to be void in the case of any mis-statement, or concealment. The policy declared: "No incumbrance except the *Petrie* mortgage." There was really an incumbrance on the house beyond this. The Court held that the policy was void in consequence, and that the insured could not recover loss on house, *or* furniture. The plaintiff was non-suited, and afterwards a new trial was refused him.[1]

In France an insurance on different objects is, as a general rule, divisible, and nullity of insurance of some may be, and policy subsist for others. Orleans, 4 July, 1846. But stipulation may regulate otherwise.

Suppose A to insure by one policy £500 on his house in St. Paul street, and £500 on his house in St. Peter street. Afterwards he sells the house in St. Paul street. Because he does not declare that sale, and obtain the consent of the insurers, will he lose the benefit of his insurance on his house in St. Peter street, if it be burnt? It depends upon his policy. If the policy be silent as to alienations, he will not; but if it read prohibiting the property insured by this policy being transferred, in whole, or part, under pain of the policy ceasing, or of the insurance ceasing, he will. Under the English clause at head, I think insurance would only be vacated *pro rata*, though the case is not free from doubt. Such clauses ought to be construed against the insurers (I should say) if doubtful.

§ 189. *Removal of property to escape fire.*

"In cases of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the assured to use all possible diligence in saving and preserving the property. And if they shall fail so to do, this Company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect. And it is mutually understood, that there can be no abandonment to the assurers of the subject assured."

Ordinarily injuries to property by removing it, from fear of combustion, and expenses in saving it from destruction, are not losses within the policy; so agreement is common on the subject. In France the policies generally provide that property may be removed when in danger of fire, and that the insurers will bear the costs.

The following is the clause usual in the United States policies:—

"In case of the removal of property to escape conflagration, the Company will contribute *ratably with the assured* and other companies interested, to the loss and expenses attending such act of salvage. But the Company will not hold themselves liable for any loss or damage upon goods removed from any building not actually on fire, contrary to the declared desire of any officer or agent of the Company, or not being ordered or sanctioned by such officer or agent, when personally present, and in a situation to be consulted by the assured."

Notwithstanding such conditions, the insured is to be paid his full loss.

Injury to goods of the insured by water or from goods being stolen in the confusion of a fire are within the terms of the policy, and the insured is to be paid for such.[1]

The insurance in this case was for not exceeding £1,000. The defendants contended that as to loss by goods damaged, lost, or stolen in removal, they were only ratably to contribute. The Court held that ratable contribution was to be confined to mere expenses of any salvors, or expenses of saving what was saved. The insured recovered £397.14.8, his total loss by partial damage to goods, and by lost or stolen goods. It was held that the clause at the head gives the insured a remedy for something beyond compensation for his goods destroyed or injured in consequence of a fire. And so in the Harris case, Quebec, A.D. 1866, Meredith, C.J., in charging the jury, said: "The rule which I think you may follow in this case is that which was laid down lately by Mr. Justice Monk, in the case of *McGibbon* v. *The Queen Insurance Co.*, and which afterwards received the sanction of the Superior Court of Montreal, namely: That the value of goods which,

[1] *Smith* v. *Empire Ins. Co.*, 25 Barb. R., Oct. 1857.

[1] *Thompson* v. *Montreal Fire Ins. Co.*, 6 Q.B. and Pr. Rep. U. C.

without any fault on the part of the insured, are lost or stolen during the confusion caused by a fire, or whilst being removed from the burning premises, ought to be borne by the insurers."[1]

With respect to the removal of goods, it has been held[2] that the consent of the insurers beforehand is not required. Consent after removal, or ratification of the act, with a full knowledge of the facts, is equivalent to consent previously.

Under the first of the above clauses, if insurance be "against total loss only," if anything be saved, *semble*, as there can be no abandonment, the insurers are free; but the saved portion ought to be of some value; a house ought to be held totally lost, though some wall of it might be left standing, or *say* a stack of chimneys.

A building is threatened; the insured removes his things. The building escaped. Damage and expense of removal are sued for. Held (two justices dissenting) that he could recover; *White* v. *Republic & Relief Ins. Co.*, 57 Maine.

§ 190. *Thefts.*

Losses from thefts, at or after fire, are generally excepted in the French policies, and sometimes are so by English policies,—"The Queen," for instance.

In France, some hold that without the express exception, even *vols* and *soustractions* are not losses on the insurers (Boudousquie). Others differ from him.

The Civil Code of Holland puts such losses on the insurers. In Maine, U.S., such losses are put on the insurers.[3] So in Lower Canada now,[4] though formerly it was held otherwise.[5]

The fact of French policies expressly excepting, might lead us to say that the French law (in the absence of the exception) would put the loss on the insurance company.

Some conditions stipulate non-liability for losses from thefts in removals of goods.

The Royal Insurance Company condition states:—"This Company shall not be liable, by virtue of this policy, for any loss by theft at or after a fire."

In default of such condition, the insurers would be liable where a building has been fired, and furniture is removed and some stolen so. Bunyon.

§ 191. *Termination of policy by bankruptcy.*

Some companies stipulate that the policy shall end if the insured become bankrupt. This is a good condition; but *état de liquidation judiciaire* is not bankruptcy. The consequences of bankruptcy generally are different from the consequences of *état de liquidation judiciaire.*[1]

§ 192. *Usufructuary and nu-propriétaire.*

The usufructuary may insure the house subject to his usufruct. If fire happen, he can take the insurance money.[2] If the *nu-propriétaire* insure the house and it burn, he takes the money and need not employ it in rebuilding.[3] Yet it is said that the usufructuary can make the *nu-propriétaire* allow him the interest.[4]

By the Code Napoleon,[5] the usufructuary is liable for loss by fire of the house of which he has the usufruct, unless he prove that the fire was without fault on his part. In Quebec province, there is no presumption of fault against the usufructuary. Demolombe to the same effect.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 11.

Judicial Abandonments.

S. Boucher, St. Hyacinthe. Oct. 3.
Armand Boyce, Montreal, Oct. 1.
Joseph Landsberg, trader, Sherbrooke, Oct. 8.
Archibald McCallum, jeweller, Quebec, Oct. 4.
Alexis Therriault, general merchant, Fraserville, Oct. 6.

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[1] Such alone in the particular case were the plaintiff's losses, fire having occurred in the house next to him.
[2] *Williamsburg City F. Ins. Co.* v. *Cary*, Superior Court of Illinois, 15 Alb. L.J., p. 169.
[3] Law Rep., A.D. 1863-4.
[4] Harris case, *ante*.
[5] 1 Rev. de Lég., p. 116.

[1] Dalloz, Rec. per. of 1854, 2nd part, p. 167.
[2] Grun & Joliat, No. 86.
[3] 25 Aug., 1826, Colmar.
[4] *Ib.*; *contrà* Grun & Joliat, No. 91.
[5] "Il y a présomption de faute contre lui," C.N., 1302, 1315, 1318. Sirey, Dalloz, A.D. 1837. Proud'hon, Tome III., No. 1551, is against this. Our Lower Canada Civil Code seems to enact such presumption strictly against the lessee only, and in favor of the lessor *only*. (C.C. 1629, 1630.)

Curators appointed.

Re Godfroi Bedard, lumber merchant, Montreal, Oct. 8.

Re Joseph Dagenais, grocer, Montreal.—Thos. Gauthier, Montreal, curator, Oct. 2.

Re Chactas Henri Desmarais, restaurant-keeper, Montreal.—J. N. Fulton and A. Lamarche, Montreal, joint curator, Oct. 8.

Re Dame Marie Bélanger, trader, St. John's.—A. F. Gervais, St. John's, curator, Oct. 7.

Re Wilbrod Doré, grocer, Quebec.—H. A. Bedard, Quebec, curator, Oct. 8.

Re Zéphirin Lafrance, hotel-keeper, Quebec.—N. Matte, Quebec, curator, Oct. 7.

Re Robert Lanning.—C. Desmarteau, Montreal, curator, Oct. 3.

Re David Latour.—C. Desmarteau, Montreal, curator, Oct. 4.

Re Joseph M. Massicotte, tinsmith, Farnham.—E. Audette, Farnham, curator, Sept. 29.

Re Chas. J. Paige.—C. Desmarteau, Montreal, curator, Oct. 2.

Dividends.

Re Joseph Becotte de Gentilly.—First dividend, payable Oct. 20, Bilodeau & Renaud, Montreal, joint curator.

Re H. Charron & Fils, Ste. Cunégonde.—First and final dividend, payable Nov. 5, Thos. Gauthier, Montreal, curator.

Re A. S. de Carufel, Maskinongé.—First and final dividend, payable Oct. 20, Bilodeau & Renaud, Montreal, joint curator.

Re W. V. Douglas.—First and final dividend, payable Oct. 20, W. J. Simpson, Lachute, curator.

Re Joseph Filion, Napierville.—First and final dividend, payable Nov. 4, A. F. Gervais, St. John's, curator.

Re Isaac Harris, Lachine.—First dividend, payable Oct. 31, Kent & Turcotte, Montreal, joint curator.

Re M. Lajoie & Co., tinsmiths.—First and final dividend, payable Oct. 27, Thos. Gauthier, Montreal, curator.

Re W. C. Ravenhill, agent.—First and final dividend, payable Oct. 31, Kent & Turcotte, Montreal, joint curator.

Re Ed. St. Cyr, trader, Ste. Clothilde de Horton.—First and final dividend, payable Oct. 28, J. E. Girouard, Drummondville, curator.

Re The Montreal Soap & Oil Co.—First and final dividend, payable Oct. 28, W. A. Caldwell, Montreal, curator.

Separation as to Property.

Azilda Cadieux vs. Napoléon Senécal, farmer, parish of St. Bruno, district of Montreal, Oct. 7.

Alice Price vs. Patrick Lee, farmer, township of Godmanchester, district of Beauharnois, Oct. 4.

GENERAL NOTES.

Applying for Stock in False Name.—The London *Law Times* says: "If a man, applying for shares in a company, hands in a false name, or the name of some one who knows nothing about the application, or the name of an infant, the court will treat that man as the real shareholder, and the name handed in as that of a mere dummy." Such is the wholesome doctrine which Mr. Justice Kay applied in *Re* Britannia Fire Association, Coventry's case, on the 7th of August. The circumstances were peculiar, and induced the learned judge to remark that human affairs are wonderfully like a kaleidoscope, with its constantly changing combinations of color. Coventry, the father, had handed in the name of Coventry, the son, as that of an applicant for certain shares in the above association. Coventry, the son, had not sanctioned the application, and, in fact, knew nothing whatever about it. In such circumstances, of course, he could not be justly placed on the list of contributories. The question was, whether the father's name could properly be retained on that list, and this question Mr. Justice Kay answered in the affirmative. After awhile the father died, and the liability which he incurred, as above mentioned, of course devolved upon his executors, whose duty it will now be to satisfy the claim made by the liquidator of the association.—*Chicago Legal News.*

The Province of Law Journals.—In the valedictory of Austin Abbott, upon his retirement from the editorial chair of the *Daily Register*, N.Y., he says: "During these thirteen years we have watched together through these columns the progress of American jurisprudence, and these current studies of the work of the Courts, of the legislators, and the text-writers have been echoed by our exchanges with many gratifying evidences of their usefulness to the profession at large; and I should not fail to add that I have owed much—and shall in my professional work continue to owe much—to these contemporaries, who are filling so large a place now among the most valued agencies for keeping the profession informed upon the law as it is. The time has gone by when the law can be learned like a matter of ancient history. The records of the past, whether ancient, mediæval, or modern, and whether in text-books, or annals, or reports, can show us nothing more than the roots of the law. The law is not in the books. The books give us what this judge or writer thinks about the law, or did think about it when he wrote. But the law is in the air—it is in the life and force of the community about us, as regulated by the ever-developing judgments of judicial power. The books give us approximate statements. But the original thought and fresh observation of the reader must incessantly verify and test what has been written, and cannot help modifying these records of the past in their application to the controversies of the day. The legal journals of our day are rendering a yet too little recognised service in this respect, and to have co-operated in this service has been a pleasure quite as great as any that my readers have found in what I have put before them."