The Legal News.

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SUPREME COURT OF CANADA.

Quebec.]

J. B. B. MORIN, Appellant, & THE QUEEN, Respondent.

Error—Writ of—On what founded—Right of Crown to stand aside jurors when panel of jurors has been gone through—Question of law not reserved at trial—Criminal Procedure Act—R.S.C., ch. 174, secs. 164, 256,266.

Where a panel had been gone through and a full jury had not been obtained, the counsel for the prisoner on the second calling over of the jury list, objected to the Crown ordering certain jurors to stand aside a second time without cause, and the judge presiding at the trial did not reserve or refuse to reserve the objection, but ordered the jurors to stand aside again, and after conviction and judgment a writ of error was issued.

Held, per Taschereau, Gwynne and Patterson, JJ., (affirming the judgment of the Court of Queen's Bench, P.Q.,) that the question was founded on a question of law arising *on the trial* which could have been reserved under sec. 259 of ch. 174, R. S. C., and as the judge *at the trial* had not reserved or refused to reserve the question, the writ of error should be quashed. Sec. 266, ch. 174, R.S.C.

Per Ritchie, C. J., and Strong, Fournier and Patterson, JJ., that the Crown could not without showing cause for challenge direct a juror to stand aside a second time. Sec. 164, ch. 174, R.S.C.

Per Taschereau, J., that the learned judge at the trial was justified in ruling according to *Morin* v. *Lacombe*, 13 L. C. J. 259, and the jurisprudence of the Province of Quebec.

Per Gwynne, J. That all the prisoner could complain of was a mere irregularity in procedure which could not constitute a mis-trial.

Per Ritchie, C. J., and Strong and Fournier, JJ. That as the question arose *before the trial* commenced it could not have been reserved, and as the error of law appeared on the face of the record the remedy by a writ of error was applicable. (See *Brisebois* v. *Queen*, 15 Can. S. C. R. 421.)

Appeal dismissed.

Langelier, Q. C., for appellant.

Dunbar, Q. C., for respondent.

Quebec.]

COSSETTE v. DUN et al.

Appeal—Jurisdiction—Amount in controversy—Supreme and Exchequer Courts Act, sec. 29—Mercantile agency—Responsibility for communicating to a subscriber an incorrect report concerning the standing of a person in business—Damages—Discretion of Judge in the Court of first instance.

The plaintiff in an action for $10,000, for damages, obtained a judgment of $2,000. The defendant appealed to the Court of Queen's Bench where the judgment was reduced to $500 (M. L. R., 5 Q. B. 42.) The plaintiff then appealed to the Supreme Court and the defendant filed a cross appeal.

Held, that the case was appealable to the Supreme Court, the matter in controversy being the judgment of the Superior Court for $2,000, which the plaintiff seeks to have restored. (Taschereau and Patterson, JJ., dissenting.)

Held also, per Ritchie, C. J., and Fournier and Gwynne, JJ. 1st. That persons carrying on a mercantile agency are responsible for the damages caused to a person in business by an incorrect report concerning his standing, though the report be only communicated to a subscriber to the agency on his application for information. 2nd. Reversing the judgment of the Court below, that the amount of damages awarded by the judge in his discretion in the court of first instance, there being no error or partiality shown, should not have been interfered with by the court of appeal. *Levi* v. *Reed*, 6 Can. S. C. R. 482, and *Gingras* v. *Desilets*, Cassels, Digest 117, followed.

Appeal allowed with costs.

Belcourt for appellant.

Lash, Q. C., & Girouard, Q. C., for respondents.

Quebec.]

RAPHAEL v. MCFARLANE.

Shares subscribed for by father "in trust" for minor child—Arts. 297, 298, 299, C.C.

Held:—(Reversing the judgment of the Court of Queen's Bench, P. Q., M. L. R., 5 Q. B. 273.) Where the father of a minor who was not her tutor, invested monies belonging to her in shares of a joint stock company "in trust" and afterwards sold them to a person who had full knowledge of the trust, but paid full value, a tutor subsequently appointed has the right to recover the value of such shares, from the purchaser. Such shares became subject to the provisions of Arts. 297, 298, and 299, C. C., and could not be validly transferred without complying with the requirements of said articles. Taschereau, J., dissenting. *Sweeney* v. *Bank of Montreal* (12 App. Cas. 617) followed.

Appeal allowed with costs.

Maclennan for appellant.

Geoffrion, Q.C., and *Smith* for respondent.

Quebec.]

LANGEVIN v. THE SCHOOL COMMISSIONERS OF THE MUNICIPALITY OF ST. MARK.

Mandamus—Judgment on demurrer not final—Appeal—Supreme & Exchequer Courts Act, sec. 24.(g) secs. 26, 29, and 30.

A judgment of the Court of Queen's Bench for Lower Canada (Appeal side) reversed an interlocutory judgment of the Superior Court which had maintained the petitioner's demurrer to a certain portion of the respondant's pleas in proceedings for and upon a writ of mandamus.

Held, that interlocutory judgments upon proceedings for or upon a writ of mandamus or habeas corpus are not appealable to the Supreme Court under sec. 24 (g) of the Supreme & Exchequer Courts Act. The words "the judgment" mean "the final judgment in the case." Strong and Patterson, JJ., dissenting.

Appeal quashed with costs.

Lacoste, Q.C., for appellants.

Cornellier, Q.C., & *Geoffrion, Q.C.*, for respondents.

Quebec]

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING, and G. BARRINGTON v. THE SCOTTISH UNION AND NATIONAL INSURANCE COMPANY.

Appeal—Order for a new trial—When not appealable—Supreme and Exchequer Courts Act, secs. 24. (g). 30 & 61.

Where a new trial has been ordered upon the ground that the answer given by the jury to one of the questions is insufficient to enable the Court to dispose of the interests of the parties on the findings of the jury as a whole, such order is not a final judgment and cannot be held to come within the exceptions provided for by the Supreme and Exchequer Courts Act in relation to appeals in cases of new trials. See Supreme and Exchequer Courts Act, sec. 24 (g). 30 and 61.

Appeal quashed with costs.

Trenholme, Q.C., for appellants.

Doherty, Q.C., & *Kavanagh* for respondents.

Quebec.]

MOLSON v. BARNARD.

Appeal—Judgment ordering a petition to quash seizure before judgment to be dealt with at the same time as the merits of the main action not final—not appealable.

A judgment of the Court of Queen's Bench for Lower Canada (Appeal side), reversing a judgment of the Superior Court quashing on petition a seizure before judgment, and ordering that the hearing of the petition contesting the seizure should be proceeded with in the Superior Court, at the same time as the hearing of the main action, is not a final judgment appealable to the Supreme Court. Strong, J., dissenting.

Appeal quashed with costs.

Laflamme, Q.C., for appellant.

Doherty, Q.C., for respondent.

Quebec.]

THE ACCIDENT INSURANCE CO. v. MCLACHLAN.

Appeal—New trial ordered by Court of Queen's Bench suo motu—not final judgment—not appealable—Supreme and Exchequer Courts Act.

In an action tried by a judge and jury, the

judgment of the Superior Court in Review dismissed the plaintiff's motion for judgment and granted the defendant's motion to dismiss the action. On appeal to the Court of Queen's Bench, the judgment of the Superior Court was reversed, and the Court set aside the assignment and all subsequent proceedings and ordered *suo motu*, a *venire de novo* on the ground that the assignment of facts was defective and insufficient and the answers of the jury were insufficient and contradictory (M. L. R., 6 Q. B. 39.)

On appeal to the Supreme Court; *Held*, that the order of the Court of Queen's Bench was not a final judgment, and that the judgment does not come within the exceptions allowing an appeal in certain cases of new trials, and therefore the case is not appealable.

Appeal quashed without costs.

Hatton, Q. C., & McCarthy, Q. C., for appellants.

Greenshields, Q. C., & Abbott, Q. C., for respondents.

Quebec]

BLACHFORD v. MCBEAN.

Appeal—Title to land in controversy—Supreme and Exchequer Courts Act, sect. 29 (b.)

In an action brought before the Superior Court with seizure in recaption under arts. 857 and 887, C. C. P., and Art. 1624, C. C., the defendant pleaded that he had held the property (valued at over $2,000) since the expiration of his lease under some verbal agreement of sale. The judgment appealed from, reversing the judgment of the Court of Review, held that the action ought to have been instituted in the Circuit Court (M. L. R., 6 Q. B. 273.) On appeal to the Supreme Court,

Held, that as the case was originally instituted in the Superior Court and that upon the face of the proceedings the right to the possession and ownership of an immovable property is involved, an appeal lies. Supreme and Exchequer Courts Act, sec. 29 (b) and secs. 28 and 24. Strong J., dissenting.

Motion to quash dismissed with costs.

Archibald, Q. C., for appellant.

Duclos, for respondent.

Quebec.]

CORPORATION OF THE CITY OF SHERBROOKE v. MCMANAMY.

Appeal—Validity of by-law—Supreme and Exchequer Courts Act—Secs. 30 *and* 24 (*g*)—*Sec.* 29 (*a*) *&* (*b*)—*Constitutional Question—When not matter in controversy.*

The plaintiff sued the defendants to recover the sum of $150 being the amount of two business taxes, one of $100 as compounders and the other of $50 as a wholesale dealer under the authority of a municipal by-law. The defendants pleaded that the by-law was illegal and *ultra vires* of the municipal council, and also that the statute 47 Vic. ch. 84 P. Q. was *ultra vires* of the legislature of the Province of Quebec. The Superior Court held that both the statute and the by-law were *intra vires*, and condemned the defendant to pay the amount claimed. On an appeal to the court of Queen's Bench by the defendant (present respondent,) the Court confirmed the judgment of the Superior Court as regards the validity of the statute, but set aside the tax of $100 as not being authorized. The plaintiff thereupon appealed to the Supreme Court, complaining of that part of the judgment which declares the business tax of $100 invalid. There was no cross appeal. On motion to quash for want of jurisdiction;

Held, that sec. 24 (g) of the Supreme & Exchequer Courts Act was not applicable, and that as neither parties on the present appeal attacked the constitutionality of the statute 47 Vic. ch. 84 (P.Q.), the case was not appealable under sec. 29 (a) of the Supreme and Exchequer Courts Act. Strong, J., dissenting.

Appeal quashed with costs.

Brown, Q. C., for appellant.

Belanger, for respondent.

Ontario.]

PEOPLES LOAN CO. v. GRANT.

Mortgage—Rate of interest—"Until principal is fully paid and satisfied"—Effect of provision—Rate after principal is due.

G. mortgaged certain real estate to the C. L. Ins. Co. giving certain policies of insurance on his life as collateral security. He afterwards made a declaration under the

Ontario statute that the said policies should be payable to his wife and in case of her dying before him to his children. After this declaration was made he mortgaged the same property to the P. L. Co. giving the same policies as collateral, and the first mortgage was assigned to the P. L. Co, and was, in fact, paid off with the proceeds of the second loan. The mortgage to the P. L. Co. contained a provision that it was to be void on payment at a certain time of the principal and interest thereon at the rate of ten per cent per annum "until fully paid and satisfied." In an action to have the assignment of the policies cancelled

Held, (Dec. 10, 1890) that the P. L. Co. could only hold the policies as collateral security for the mortgage to the C.L. Ins. Co., and not as security for their own mortgage.

Held further, that the mortgage to the P. L. Co. only carried interest at the rate of ten per cent until the principal was payable, and after that date the statutory rate governed. *Rykert* v. *St. John* (10 Can. S. C. R. 278) followed.

Appeal dismissed with costs.

Delamere, Q. C., for appellants.
Beck, for respondent.

North-West Territories.]

MARTIN v. MOORE.

Appeal—Jurisdiction—Service of writ out of Jurisdiction—Order of judge—Final judgment—Practice.

A writ of summons, in the ordinary form of writs for service within the jurisdiction, was issued out of the division for the District of Alberta of the Supreme Court of the North West Territories and a judge's order was afterwards obtained for leave to serve it out of the jurisdiction. The writ having been served in England, the defendant moved before a judge of the Court below to set aside the service, alleging that the cause of action arose in England and he was, therefore, not subject to the jurisdiction of the courts in the Territories; also, assuming the Court had jurisdiction, that the writ was defective as the practice required that a judge's order should have been obtained before it issued. The motion was refused, and the decision of the judge refusing it was affirmed by the full court. The defendant then sought to appeal to the Supreme Court of Canada.

Held, (March 11, 1891) Gwynne, J., *hesitante*, that the judgment sought to be appealed from was not a final judgment in an action, suit, cause, matter or other judicial proceeding within the meaning of the Supreme Court Act, and the Court had no jurisdiction to hear the appeal.

Appeal quashed with costs.

Chrysler, Q. C., for the appellant.
Moss, Q. C., for the respondent.

Ontario.]

HOBBS v. ONTARIO LOAN AND DEBENTURE CO.

Mortgage—Re-demise clause—Creation of tenancy—Rent reserved—Tenancy at will—Agreement for lease—Specific performance—Excessive rent—Intention.

A mortgage of real estate provided that the money secured thereby, $20,000 with interest at seven per cent., should be paid as follows:—$500 on Dec. 1, 1883, and on the first days of June and December in each of the years 1884, 1885, 1886, 1887, and $15,500 on June 1st, 1888. The mortgage contained the following clause:

"And the mortgagees lease to the mortgagor the said lands from the date hereof until the date herein provided for the last payment of any of the moneys hereby secured, undisturbed by the mortgagees or their assigns, he, the mortgagor, paying therefor in every year during the said term, on each and every of the days in the above proviso for redemption appointed for payment of the moneys hereby secured, such rent or sum as equals in amount the amount payable on such days respectively according to the said proviso, without any deduction."

The goods of the mortgagor having been seized under execution the mortgagees claimed payment as landlord under the said clause of a year's rent out of the proceeds of the sale of the goods under the Statute of Anne.

Held, (Dec. 10, 1890) that it is competent for mortgagee and mortgagor to create by agreement the relation of landlord and tenant between them.

Held, per Strong, Gwynne, and Patterson, JJ., affirming the decision of the Court of Appeal (16 Ont. App. R. 255) Ritchie, C.J., and Taschereau, J., *contra*, that such relationship did not exist under the re-demise clause of the mortgage in this case, the amount purporting to be reserved as rent under such clause being so largely in excess of the rental value of the premises as to indicate a want of intention in the parties to create such relationship.

Held, per Strong, J., that no tenancy at will was created by agreement, but such a tenancy could be held to exist by operation of the statute of frauds, the alleged lease being for a period of more than three years and not signed by mortgagee. The Imperial Statute, 8-9 Vic. c. 106, requiring leases for over three years to be made by deed (of which the Ontario Act is a re-enactment) does not repeal the statute of frauds, but merely substitutes a deed for the writing required by the latter statute.

Per Gwynne and Patterson, JJ., that no tenancy at will, by agreement or otherwise, was created by the re-demise clause of the mortgage.

Held, per Strong, J., Gwynne and Patterson, JJ., *contra*, that the demise clause might be construed as containing an agreement for a lease capable of being enforced in equity and, since the Judicature Act, to be treated by common law courts exercising he functions of courts of equity as a lease.

Per Gwynne, J., that the clause could only be regarded as an agreement for the creation of a tenancy in the future if the parties so desired, such agreement to be carried out by the execution of the mortgage by the mortgagees.

Held, per Strong, Gwynne and Patterson, JJ., that the demise clause could only be construed as purporting to create a tenancy for the entire term of five years, and it could not be held a good lease for four and a half years at a rent reserved of $1000 a year and void for the remaining half year.

Appeal dismissed with costs.

Gibbons for appellants.
Moss, Q.C., for respondents.

Nova Scotia]

ARCHIBALD v. HUBLEY.

Bill of Sale—Affidavit of bona fides—Form of jurat—Omission of date and words "before me"—Writ of execution—Signature of prothonotary.

The Nova Scotia Bills of Sale Act, R.S. N.S. 5th Ser., c. 92, s. 4, provides that a bill of sale or chattel mortgage shall be void unless accompanied by an affidavit that the same was made in good faith for a debt due to the grantee, etc. By sec. 10 the express "bill of sale" does not include an assignment for the general benefit of creditors. One E. assigned his property to A. in trust to sell the same and apply the proceeds to the payment of debts due certain named creditors of the assignor. The affidavit accompanying this instrument omitted from the jurat the date and words "before me."

Held, (Nov. 10, 1890) reversing the judgment of the Supreme Court of Nova Scotia, Gwynne, J., dissenting, that this instrument was not an assignment for the general benefit of creditors and was a bill of sale within the above section of the act.

Held, also, that the affidavit required by said section must have all the requirements of affidavits used in judicial proceedings. Therefore the omission of the date and words "before me" from the jurat made the affidavit void and the defect could not be cured by parol evidence in proceedings by an execution creditor of the assignor to have the mortgaged goods taken to satisfy his execution.

Held, per Gwynne, J., that it is only when an affidavit is necessary to give the Court jurisdiction to deal with a matter before it that defects of form will invalidate it. In a case like this the affidavit is only an incident in the proceedings and the defect could be cured by evidence.

Held also, *per* Gwynne, J., that an assignment of property absolute in its form and upon trust to sell the property assigned is not affected by said section four of the act which deals only with bills of sale by way of chattel mortgage.

The goods assigned by E. were seized by the sheriff under an execution and in an action against the sheriff the execution pro-

duced was not signed by the Prothonotary of the court out of which it was issued.

Held, that it is the seal of the court which gives validity to such writs and not the signature of the officer, and the want of such signature did not affect the validity of the execution.

Appeal allowed with costs.

W. B. Ross for the appellant.

Eaton, Q.C., for the respondent.

THE QUEEN, Appellant & ROBERT MCGREEVY, Respondent.

On appeal from the Exchequer Court of Canada. Present Sir W. J. Ritchie, C. J., and Strong, Taschereau, Gwynne and Patterson, JJ.

Claim for extra and additional work due under Intercolonial Railway contract—31 *Vic. c.* 13, *secs.* 16, 17, 18—*and* 37 *Vic. ch.* 15—*Change of Chief Engineer before final certificate given*—*Reference of suppliant's claim to said Engineer*—*Report or certificate of Chief Engineer recommending payment of a certain sum*—*Effect of*—*Approval by Commissioners or Minister necessary.*

Upon a claim made by the respondent for the sum of $120,371 as being due to him for extra work etc. beyond what was included in his contract for building a section of the Intercolonial Railway, and which sum he alleged had been certified by F. S. as the Chief Engineer of the Intercolonial Railway in his final and closing certificate given in accordance with clause 11 of respondent's contract, a statement of admission was agreed upon by both parties and the following question was submitted to the Exchequer Court: "Is the suppliant entitled to recover on the report or certificate of F. S.? The report was never approved of by the Intercolonial Railway Commissioners, or by the Minister of Railways and Canals, and 31 Vic. ch. 13, sec. 18, enacts: "No money shall be paid to any contractor until the Chief Engineer shall have certified that the work for, or on account of which the same shall be claimed has been fully executed, nor until such certificate has been approved by the Commissioners."

Held, 1st, *Per* Ritchie, C. J., and Gwynne, J., reversing the judgment of the Exchequer Court, that the report of F. S., assuming him to have been the Chief Engineer to give the final certificate under the contract, cannot be construed to be a certificate of the Chief Engineer which does or can entitle the contractor to recover any sum as remaining due and payable to him under the terms of his contract, nor can any legal claim whatever against the Government be founded thereon.

2nd. *Per* Ritchie, C. J. That the contractor was not entitled to be paid anything until the final certificate of the Chief Engineer was approved of by the Commissioners or Minister of Railways and Canals. 31 Vic., ch. 13, sec. 18, and 37 Vic., ch. 15, *Jones* v. *Queen*, 7 Can. S. C. R. 57.

3rd. *Per* Patterson, J., that although F. S. was duly appointed Chief Engineer of the Intercolonial Railway, and that his report on suppliant's claim may be held to be the final and closing certificate to which he was entitled under the 11th clause of the contract, yet as it is provided by the 4th clause of the contract that any allowance for increased work is to be decided by the Commissioners, the suppliant is not entitled to recover on F. S.'s certificate.

Per Strong and Taschereau, JJ.,(dissenting) that F. S. was the Chief Engineer and as such had power under the 11th clause of the contract to deal with the suppliant's claim, and that his report was "a final and closing certificate" entitling the respondent to the amount found by the Exchequer Court on the case submitted.

Per Strong, Taschereau and Patterson, JJ. That the Office of Commissioners having been abolished by 37 Vic., ch. 15, and their duties and powers transferred generally to the Minister of Railways and Canals, the approval of the certificate was not a condition precedent to entitle the suppliant to claim the amount awarded to him by the final certificate of the Chief Engineer.

Appeal allowed with costs.

Robinson., Q. C., and *Hogg, Q. C.*, for appellant.

Girouard, Q. C., and *Ferguson, Q. C.*, for respondent.

Ontario.]

MOLSONS BANK v. HALTER.

Preference—Defeating or delaying creditors—R.S.O. (1887) *c.* 124 *s.* 2—*Construction of Statute—Effect of words "or which has such effect"—Assignment by trustee to co-trustee—Pressure.*

W., a trader, was one of the executors of an estate and had used the estate funds in his private business. Having become insolvent, he gave a second mortgage on certain real estate to his co-executor as security for the money so appropriated. In a suit by a creditor to set aside the mortgage as void under R.S.O. (1887) c. 124, s. 2,

Held, affirming the judgment of the Court of Appeal for Ontario (16 Ont. App. R. 323), Patterson, J., dissenting, that the mortgage was not void under the said statute, the co-executor not being a creditor of W. within the meaning of the said section.

2. That the words "or which has such effect" in the section referred to, only apply to the clause immediately preceding, that is, to the case of giving one or more of the creditors of the transferor a preference over others, and do not apply to the case of defeating, delaying or prejudicing creditors.

3. That the preference mentioned in the statute as avoiding a conveyance must be a voluntary preference, and would not include a conveyance obtained by pressure on the transferor.

Held, per Strong, J., that W. by misappropriating the funds of the estate of which he was executor was guilty of a criminal offence, and the fear of penal consequence was sufficient pressure on him to take from the transaction the character of a voluntary conveyance.

Appeal dismissed with costs.

Bowlby, Q.C., for the appellants.

Aytoun-Finlay and *Duvernet* for the respondents.

COURT OF QUEEN'S BENCH — MONTREAL.*

Married woman separate as to property—Act of administration—Art. 177, *C.C.*

Held:—That the making of a reduction in the rate of interest payable on a hypothecary claim, is not a mere act connected with the administration of her property which a wife separate as to property may do alone without the authorization of her husband, but is in reality a donation, which is null and void unless the husband becomes a party, or gives his consent in writing. (Art. 177, C.C.) *Hart & Joseph*, Cross, Baby, Bossé, Doherty, JJ., Nov. 25, 1890.

Promissory note—Given as collateral security—Mutilation.

Held:—1. Where the appellant gave his promissory note to respondent as collateral security for a hypothecary debt due by his (appellant's) father, and on the same piece of paper wrote a letter stating that the note was so given as collateral, upon condition that respondent should delay proceedings on the mortgage until the note was due,—that the respondent was entitled to sue the appellant on the note when due, without putting the principal debtor *en demeure*; and the appellant, not having demanded that the principal debtor be discussed, or proved that the mortgage was paid, was rightly held liable for the amount of such note.

2. The severance of the note from the letter written above it, was not a mutilation that could affect the validity of the instrument.—*Palliser & Lindsay*, Tessier, Cross, Baby, Bossé, Doherty, JJ., June 19, 1890.

Donation inter vivos—Changing nature of deed of gift by subsequent deed—Giving in payment—Registration—Tender.

Held:—1. The parties to a deed of gift *inter vivos* may, by a later deed, change its nature from an apparently gratuitous donation, to a deed of giving in payment.

2. The forfeiture (under Art. 806, C. C.) resulting from neglect to register, applies only to gratuitous and remuneratory donations.

3. The giving of a thing in payment being equivalent to a sale of it (Art. 1592, C. C.), and the necessity of registering a deed of sale existing only as to third parties acquiring the thing and hypothecary creditors, absence of registration of the original deed could not be invoked by the testamentary executors of the person giving, against the deed

* To appear in Montreal Law Reports, 6 Q. B.

which converted it into a giving in payment, which, moreover, was duly registered.

4. A person who asks by his action that a deed of giving in payment be annulled, is bound to tender the amount of the debt discharged by the party receiving the thing.—*Wilson & Lacoste*, Tessier, Cross, Baby, Bossé, Doherty, JJ., (Bossé, J., diss.), Sept. 24, 1890.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Mar. 14th.

Curators appointed.

Re Hercule A. Bériau.-E. Donahue, Farnham, curator, Feb. 20.

Re Henri Blanchette, trader, parish of St. Valérien de Milton.—P. S. Grandpré, St. Valérien de Milton, curator, Mar. 7.

Re Jos. Chouinard & Co., grocers, Quebec.—N. Matte, Quebec, curator, Mar. 10.

Re Louis Landry, manufacturer, parish of Bécancour.—Jules Dubé, Bécancour, curator, Feb. 24.

Re Gilbert Lécuyer, Clarenceville.—A. Lamarche, Montreal, curator, Mar. 11.

Re John N. Maher, Tadoussac.—T. Tardif, Quebec, curator, Jan. 20.

Re Somerville, Stuart & Co., engravers and lithographers, Montreal.—P. S. Ross, Montreal, liquidator, Mar. 4.

Re Wenceslas Turcotte, trader, St. Frederic.—H. A. Bedard, Quebec, curator, Mar. 7.

Dividends.

Re John Crichton.—First and final dividend, payable Mar. 26, L. de Martigny and D.D. Bain, joint curator, Valleyfield, Mar. 26.

Re J. C. Duclos, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re J. A. Germain, Sorel.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re H. Lacas, Hartwell.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re Basile Massé.—First and final dividend, payable Mar. 30. F. X. A. Boisseau, St. Hyacinthe, curator.

Re D. J. McIntosh, Ste. Justine.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re Auguste Perron.—Dividend on proceeds of immovables, payable Mar. 26. D. Arcand, Quebec, curator.

Re L. A. Prévost, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re Israel Sabourin.—First and final dividend, payable Mar. 24, L. G. G. Beliveau, Montreal, curator.

Re H. O. Senécal, Montreal.—First dividend, payable April 8, Kent and Turcotte, Montreal, joint curator.

Re F. X. A. Trudel, St. Stanislas.—First and final dividend, payable Mar. 30, A. Lamarche and J. Frigon, Montreal, joint curator.

Separation as to property.

Délima Brien dit Desrochers vs. Avila Contant, farmer, Parish of l'Epiphanie, Mar. 11.

Octavie Nottinville vs. Alfred Lacroix, trader, Magog, March 5.

GENERAL NOTES.

GENERAL BOOTH AND THE LAWYERS.—The *London Law Journal* says:—'*General' Booth* does not like lawyers, unless, indeed, they are sitting on the 'penitents' bench. At a recent meeting the 'General' seems to have delivered his soul of some strong feeling and his mouth of some hard sayings about the legal profession. But he would be a bold man who asserted that lawyers as a body were opponents of religion. On the other hand, their intellectual training and the habit acquired in practice of careful analysis undoubtedly make lawyers very unlikely converts to Salvation Army tenets, and therefore very unwelcome critics of the latest plan for reforming the 'submerged tenth.'

BREACH OF PROMISE.—A barrister has never been defendant in an action for breach of promise of marriage, and a solicitor but once. So it was stated by Mr. Dodd in his paper read at the Nottingham meeting of the Law Society, and we see no reason for doubting the correctness of the statement, as this form of action has not been in existence for more than two hundred years, and Mr. Dodd's informant, 'who took some trouble to collect particulars,' had a comparatively limited field to travel over. Mr Dodd succeeded in persuading his hearers to carry a resolution 'that it is inexpedient to abolish actions of breach of promise of marriage.' Be this as it may (and the inaction of Lord Herschell, who as Mr. Herschell, Q.C., carried in 1879 a resolution in the House of Commons to the contrary, is somewhat significant), it can hardly be contended that the law of 'breach' does not require amendment. As that law stands at present, it is no defence to the action that performance of the contract would have probably killed the defendant, nor that the plaintiff concealed the most material facts, as that he or she was at the time of promise engaged to another person, or possessed a large family by a previous marriage, or had just finished serving a sentence of twenty-one years' penal servitude for inflicting grievous bodily harm upon a former spouse. Surely some amendment is needed here.—*Law Journal.*

HOW TO EXAMINE A WITNESS.—In some districts in the North of Scotland the old national dialect of 'broad Scotch' is still the only speech that the common people understand, and even where through contact with the Lowlands, the ancient *patois* has been infiltrated with English words and phrases, as a medium of thought it receives no adulteration. Your true Highlanders may converse in English, but they think, and hate, and love, and sing, in Scotch. Now such persons are sometimes necessary witnesses in actions at law, and it is a matter of no small difficulty to extract from them the information that they are able and possibly willing to give. So long as the cross-examiner confines himself to questions of an elementary character or of modern interest all goes well; the witness makes his meaning fairly intelligible. But touch upon some abstract topic, some deep feeling, some prejudice or some provincial legend or custom, and he relapses at once into the familiar language of his fathers. Francis Jeffrey and Henry Cockburn were once engaged in a case of disputed testamentary capacity, and a Scotchman of the old school was in the box. Jeffrey, the cultured editor of the *Edinburgh Review*, who was nothing if not English, undertook to examine him. We are telling the story from memory, and cannot vouch for the details. 'You knew the testator, I believe, Mr. MacTavish?' Jeffrey began. After many repetitions and explanations, the question was answered in the affirmative. Was he *compos mentis*, do you think? But to this question no reply was forthcoming, and Jeffrey had to sit down in despair. Then Cockburn arose. 'Hae ye a mull, MacTavish?' he asked; and the snuff box was duly produced. 'Ye wud ken the chiel MacDonald(the testator)?' was the next query. 'Ou, verra weel,' replied the witness, 'Was he a' richt here?' inquired Cockburn, tapping his forehead. 'Na, na,' said MacTavish; 'the puir crittur culd'na tell a coo from a calf.'—*Ib.*