THE LEGAL NEWS.

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Editor.—JAMES KIRBY, D.C.L., LL.D., Advocate.
1709 Notre Dame Street, (Royal Insurance Chambers, opposite the Seminary.)

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The Legal News.

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Something very strange—something akin to a job—something which certainly needs explanation, is disclosed by the Public Accounts of the Dominion in connection with the expenditure for the Supreme Court. The thing has been going on apparently for a number of years, but it is only now that our attention has been directed to it by one of our readers. Turning back to the Public Accounts for 1881, we find the following item: "George Duval, supplying notes of "cases decided in the Supreme Court to *cer-* "*tain law journals*, $100." We looked with some interest to see what authority was given for such an extraordinary payment. The authority assigned is "43 Vic., c. 10," that is to say the supply bill for the year; but an examination of the Act, although it revealed a very formidable table of appropriations in connection with the Supreme Court, failed to throw any light upon the subsidy in question. The item, however, appears in the Public Accounts from year to year, but in the volume just issued for 1885, the entry is slightly varied, and reads thus: "George "Duval, furnishing notes of cases in the Su- "preme Court to *Canada Law Journal*, $100," that is to say, to the journal published at Toronto which formerly talked of "improv- "ing the Supreme Court *off of* the face of "the earth." (6 Leg. News, p. 90.) In the journal in question, these notes appear under the heading, "Published in advance by "order of the Law Society" [of Ontario]. Now, apart from the fact that the payment in question appears to be unwarranted and unsupported by anything in the supply bill, it will be remembered that a considerable proportion of the Supreme Court judgments are in cases from this province. Why, then, should these notes be published four or five hundred miles away from the persons who are interested in them, and in a journal not circulated in this province? There is something so irrational, so inexplicable, in such a proceeding that it is difficult to imagine how the abuse grew up, or could be tolerated for a moment, and it is surely only necessary to direct attention to it to have it remedied, for it is undoubtedly a gross misapplication of public funds. If it be deemed proper that the country should pay for the publication of these notes in advance, they should certainly be published in the province from which the appeals are taken, or at all events in the *Canada Gazette*, which is accessible to the profession at large.

The Public Accounts also show that the Supreme Court is favored in a manner which contrasts rather prominently with the treatment accorded to other Courts. Besides $43,000 for salaries of the judges, there is a registrar at $3,200, a *précis* writer at $2,150, a first clerk, and a second clerk, a senior messenger, and two junior messengers, besides an occasional messenger; also, $680 for sheriff and constables; and a large sum every year for books. Last year we have three items, $468.78, $668.15, and $12.77, all for books, and $310.30 for stationery. The judges of other Courts throughout the Dominion, we believe, are left to buy their own books, though their salaries are less by two or three thousand dollars per annum.

NEW PUBLICATIONS.

THE CANADIAN FRANCHISE ACT, with Notes of Decisions on the Imperial Acts relating to registration, and on the Provincial Franchise and Election Acts; by Thomas Hodgins, Esq., Q.C. pp. 220. Toronto: Rowsell & Hutchison, Publishers.

A manual on this subject was obviously much needed, and from the examination we have been able to make of Mr. Hodgins' work, we are disposed to think that the task has fallen into excellent hands. The author states that the object is to provide a full summary of the law affecting all classes of cases relating to the Electoral Franchise, and likely to arise under the Canadian Act of 1885. The annotations aim at embodying all the leading cases which have been decided under analogous statutes in England and in the various Provinces, with brief

comments. The notes of cases illustrating the meaning of the terms "residence" and "actual occupation,"—which constitute an important element in the qualification of voters,—have been made very full. Summaries have also been given of the Canadian Statutes relating to the Electoral Franchise since 1791; and of the Provincial Acts relating to Elections, and to the Property of Married Women,—affecting as they do the right of husbands to qualify and vote in respect of their wives' properties.

The resolutions passed at meetings of the Ontario and Quebec Revising Officers respectively appear in an appendix.

The manual, which is in convenient form, and neatly printed and bound, appears to embrace all that revising officers and counsel require, and the author is entitled to their thanks for the valuable aid which he has brought them in the discharge of their duties.

REPORTS OF THE EIGHTH ANNUAL MEETING OF THE AMERICAN BAR ASSOCIATION. Pp. 474. Philadelphia, 1885.

The proceedings at the Annual Meetings, which are usually held at Saratoga Springs during the month of August, form a volume of considerable size, and contain a good deal of useful information. We have already published the report upon the Administration of Justice. The next annual meeting takes place at Saratoga Springs on August 18, 19 and 20.

PRIVY COUNCIL.

LONDON, February 18, 1886.

Coram LORD FITZGERALD, LORD MONKSWELL, LORD HOBHOUSE, SIR RICHARD COUCH.

EXCHANGE BANK OF CANADA et al., Appellants, and THE QUEEN, Respondent.

Privilege of the Crown—Deposit in Bank—C. C. 1994—C. C. P. 611.

HELD:—*(Reversing the judgment of the Court of Queen's Bench, Montreal, M. L. R., 1 Q. B. 302), that Art. 611 of the Code of Civil Procedure should be modified so as to give full effect to Art. 1994 of the Civil Code, and that the intention of the legislature in these articles was to enact to the following effect:—*

That subject to the special privileges provided for in the codes and statutes, the Crown has such preference over chirographic creditors as is provided in Art. 1994 C. C.; and that the expression "persons accountable for its moneys," in the latter article, is not applicable to a bank receiving money of the Crown on deposit or current account.

The appeal was from the judgment of the Court of Queen's Bench, Montreal, reported in M. L. R., 1 Q. B. 302. See *ante*, p. 12, for the argument of counsel before the Judicial Committee of the Privy Council.

LORD HOBHOUSE. The sole ultimate question in this case is whether the Crown, being an ordinary creditor of the Bank which has been put in liquidation, is entitled to priority of payment over its other ordinary creditors. That again depends on the question how the two Codes of Lower Canada are to be construed. Their Lordships think it clear, not only that the Crown is bound by the Codes, but that the subject of priorities is exhaustively dealt with by them, so that the Crown can claim no priority except what is allowed by them. If so, the other points which have been elaborately treated both in the colony and here are only of subsidiary importance, though undoubtedly they have a bearing on the construction of the Codes.

Their Lordships are also clear that the law relating to property in the province of Quebec or in Lower Canada, from 1774 to 1867, when the Codes came into force, must be taken to be the "Coutume de Paris," except in such special cases as may be shown to fall under some other law. Probably such was the true effect of the statute 14 Geo. III., Cap. 83, but at all events there has been an uniform current of decision to that effect in the colony, dating back forty years or so before the date of the Codes, which ought not now to be questioned.

The next question is whether the French Law gave to the King a priority in respect of all his debts, or in respect only of those due from "Comptables." There does not seem to have been any difference of opinion on the point in the colony. The three judges who decided for the Crown upon the ultimate question, and the two judges who decided the other way, all thought that the priority

given by the French Law extended only to "Comptables." And in the Appellants' case filed on the appeal from Mr. Justice Mathieu it is elaborately argued that the English Law and not the French prevailed in Lower Canada, but it is never suggested that the priority now claimed could be claimed under the French Law. That suggestion, however, has been made upon this appeal to Her Majesty, and has been strongly contended for at the Bar.

The matter rests wholly upon the French authorities, and it appears to their Lordships that the passage cited from Pothier (see Rec., pp. 82-83,) is conclusive of the question unless it can be contradicted or explained away. It is not conceivable that the advisers of Louis XIV. should, if an unlimited priority existed, address themselves to the exact definition by edict of a limited priority, or that Pothier should comment on that edict, all without any reference to the more sweeping rule. But so far from being contradicted or explained away, the passage in question is supported and emphasized by later authorities. There is the case reported by Sirey (Rec., p. 83), showing one limit of the King's priority, viz., that his right against "Comptables" did not extend even to purveyors who might have been paid in advance. There are the authorities cited in the note to that case, who all draw the distinction between the one kind of Crown debtor and the other. There is the authority of the Nouveau Denisart, expressly drawing the distinction between the official debts of the "Comptable" and his private debts due to the King, and the case of the Sieur Bouvelais which illustrates that distinction (Rec., p. 139).

If the priority contended for existed in the French Law, there could be no difficulty in producing authority to that effect. English text-books and reports abound with assertions of the King's prerogative as we know it. But absolutely no authority was produced in the colony in opposition to the decision of Mr. Justice Mathieu, and now nothing is produced except the work of a Counsellor of State writing in the year 1632.

Taking the French Law to be as laid down by the whole of the judges below, the next question is, what is the proper construction of Art. 1994 of the Civil Code? And the only difficulty in it, when considered alone, arises from the use of the expressions "ses comptables" and "persons accountable for its moneys." Here again we have complete accord among the judges in the colony, that the expressions indicate not all the debtors of the Crown, but a limited class of such debtors, known to French lawyers under the name of "Comptables." The strongest expression of opinion to that effect is uttered by the judges who decided in favor of the Crown. That opinion, however, is earnestly combated in this appeal.

That the word "Comptables" is a technical term of French Law, denoting officers who receive and are accountable for the King's revenues, has been abundantly shown from the law treatises cited at the bar. It has not been shown that in legal documents the word is ever used in the general sense of "debtor" or "person responsible." It stands in the Code as it is likely a term of art would stand, as a noun substantive, which explains itself to lawyers by itself, and does not require the addition of any explanatory words, such as in the English version are found necessary because there is no corresponding English substantive. The draftsmen of the Code were working on the existing basis of French Law. They were in the main mapping out a system of French Law. It would be a marvellous thing indeed if persons so engaged were to use a technical term with a definite meaning well known to French lawyers, and precisely adapted to the position it occupies in the Code, and yet should intend to use it in some other sense, which is not its technical sense, for which it is not shown to be ever used, and for which other words are used.

Even the general dictionaries, five or six of which their Lordships have consulted, do not lend any countenance to the respondent's argument.

The Académie first speaks of the word as a noun adjective thus:—"Qui est assujetti à "rendre compte; officier; agent comptable; "les receveurs sont comptables. Je ne veux "point de place d'emploi comptable," which

Tarver translates, "I don't want a place "where accounts are kept."

As a substantive it is said to be thus used: "Les comptables sont sujets à être recherchés. C'est un bon comptable," *i.e.*, a good accountant.

Laveaux says very much the same as the Académie. Both show that the word is used metaphorically, as "Nous sommes compt- "ables de nos talens."

Littré defines the adjective thus:—"Qui a "des comptes à tenir et à rendre, officier, "agent comptable;" and he gives the metaphorical use. Of the substantive he says, "Celui qui est tenu de rendre compte de "deniers et de son emploi."

Bouillet, in his "Dictionary of Commerce," says of the word as a substantive, "Le mot "s'applique à toute personne qui est assu- "jettie à rendre compte des affaires qu'elle a "gérées."

Coutanseau and Spiers render it in English, "An accountant. A responsible agent."

Their Lordships have not found any trace of its being used in the general sense of a debtor or person under liability except in metaphor.

Tarver and Spiers render "debtor" simply by the word "débiteur."

Coming down to its special use in the instrument now being construed, their Lordships have found many passages in the Civil Code where the words "comptable" and "compte" are used strictly of those who are bound to account for particular transactions:

As of a tutor, Art. 308 *et seq.*
of an héritier bénéficiaire, Art. 677.
of an executor, Art. 913 *et seq.*
of a husband for his wife's goods, Art. 1425.
of an agent, Art. 1713.
of partners, Art. 1898.

They have not been referred to, and they have not found any passage, in the Civil Code where these words are used to denote generally a debtor or person under liability.

For creditors and debtors the words used are "créanciers" and "débiteurs," see Tit. III. throughout, and particularly Cap. 7.

To express general liability the Code uses such verbs as "Tenir," "Répondre," "Charger," and their inflexions or derivatives.

If there be any difference between the French and English versions, their Lordships think that in a matter which is evidently one of French Law, the French version using a French technical term should be the leading one. There might be cases in which such a question would arise. But it does not arise here. The expression "persons accountable for its moneys" is not calculated to convey to the mind of an English lawyer the notion of an ordinary debtor or of a banker. As between a banker and his customers, he, by English law, is an ordinary debtor, and the amount which he owes them is not "their" money, nor is he "accountable" for it in any but a popular sense. Arts. 1778 and 1779 of the Civil Code seem to be founded on the same view. Mr. Justice Ramsay says that to call a debtor accountable to his creditor would be a perversion of language. Their Lordships, without going so far, cannot see why, if the draftsmen of the English version intended to speak of debtors, they should not have used the common term for the purpose. Or rather they would have used no term at all, but would simply have mentioned the claims of the Crown, as they have mentioned the claims of the vendor and the lessor. In fact, the terms used are strong evidence that in this passage the English version is really a translation from the French, and that in translating a French technical term for which there is no English equivalent, the draftsmen have used the best periphrasis they could think of. Their words are quite applicable to a "Comptable," *i.e.*, an officer collecting revenue, bound to earmark the funds, to account for them, and not to use them as his own. Such is the position of an officer under Act 31 Vict., cap. 3, sec. 18, as set out in the Record, p. 63. They may possibly include some other cases, but they are not applicable to a bank receiving money on deposit or current account.

Construing the words according to the technical sense of "Comptables," we come to the last question; which is the construction of Art. 611 of the Procedure Code.

In this Article, the word "defendant" is used with strict accuracy in reference to the subject matter of the title under which it is found, but must receive a reasonable latitude

of construction in applying the Article to cases where there is no defendant. And it would seem that the words "in the absence of" would require to be read in the meaning of "subject to;" for it can hardly have been meant that the rule was not to apply in any case where there were some special privileges to be answered. When construed in all other respects literally, the Article certainly gives to the Crown the priority claimed for it in this suit. But then it comes into conflict with Art. 1994 of the Civil Code.

In the first place, by giving to the Crown a priority for all its claims, it swamps the limited priority given by the 10th head of Art. 1994, and renders that head unmeaning. But beyond this there is actual inconsistency between the two Articles. According to the literal construction of 611, the Crown has priority over funeral expenses and other classes of debts which by 1994 have priority over the Crown.

It would seem that the majority of the Queen's Bench paid no attention to this conflict. They say they are asked to "set aside" 611 on the ground that it got into the Code in some wrongful way. They were asked to do so, and were quite right in their refusal. But they were also asked to construe the Codes as they stand, and as Mr. Justice Mathieu had done. They do not notice the conflict of 611 with 1994 or the necessity of modifying the construction of one or the other. But the duty of the Judge is, if possible, to reconcile the two, and for that purpose to look at all relevant circumstances.

The appellants at the bar have pressed somewhat too absolutely the argument that a Procedure Code is not intended to enact substantive law, and that this part of the Procedure Code is only intended to give directions to the Courts how to carry the rules of the Civil Code into effect. Some of the Articles of the Procedure Code (*e.g.*, Art. 610,) do create or establish rights not touched by the Civil Code. The two Codes should be construed together in this part just as if the Articles of the Procedure Code followed the corresponding Articles of the Civil Code.

So reading them, we find that the main purpose of this part of the Procedure Code is to carry into detail the principles laid down in the Civil Code, which are repeated in the form of directions how money is to be distributed. And where fresh classes of priorities are established, they are subordinate classes not interfering with the larger classification of the Civil Code. Of course it could be no part of the Procedure Code to contravene the principles of the Civil Code, and it is clear from Art. 605 that the two were believed to be working in harmony. And when the Procedure Code is found to overlap the Civil Code, and so it becomes necessary to modify the one or the other, the fact that the function of the Procedure Code is in this part of it a subordinate one favours the conclusion that it is the one to be modified.

That there should have been any deliberate intention of giving a large extension of privilege to the Crown by the indirect method of inserting a provision in a group of clauses relating to a judicial distribution of property taken in execution, is a thing highly improbable in itself. And the improbability is much heightened by the fact that at the same instant the Legislature was engaged in cutting down throughout Upper Canada the very same privilege which it is held to have been setting up throughout Lower Canada.

The foregoing are their Lordships' reasons for concluding that full effect should be given to Art. 1994, and that Art. 611 should consequently be modified so as to be read in harmony with the other. There is difficulty about it, as there always is in these cases of inconsistency. Following the rule laid down for their guidance in such cases by Section 12 of the Civil Code, their Lordships hold that the meaning of the Legislature must have been to speak to the following effect:—

"Subject to the special privileges provided "for in the Codes, the Crown has such pre- "ference over chirographic creditors as is "provided in Art. 1994." Or adhering as closely as possible to its rather inaccurate language, "In the absence of any special "privilege, the Crown has a preference over "unprivileged chirographic creditors for "sums due to it by the defendant, being a "person accountable for its money."

It may be objected that, thus read, the Article is only a repetition of what is contained in the Civil Code. That is so, but it will be

found that some of this group of Articles (Art. 607 may be taken as an example), in fixing the rank of recipients of a fund actually under distribution, do contain repetitions of the corresponding Articles of the Civil Code which give the same rank in the wider and more abstract form of privileged claims or "créances." The objection, therefore, is not a serious one, as the repetition results from the principle on which these portions of the two Codes are framed.

This reading is nearly the same as the readings proposed by Mr. Justice Mathieu and Chief Justice Dorion. It is a large modification of the words, but not larger than is required to bring the two sections into harmony. There is ample authority for it in *Carter* v. *Molson*, and the other cases cited at the bar, and in that of *The Windsor & Annapolis Railway* (7 App. Ca., p. 178).

The result is, that in the opinion of their Lordships the Court of Queen's Bench ought to have dismissed with costs the appeal from the Superior Court. They will now humbly advise Her Majesty to make such a decree. The Respondents, by whom the Crown is represented, will pay the costs of the consolidated appeals.

Judgment reversed.

Horace Davey, Q.C., D. Macmaster, Q.C., and *N. W. Trenholme*, counsel for Appellants.

Sir Farrer Herschell, Q.C., G. W. Burbidge, Q.C., L. Ruggles Church, Q.C., and *F. H. Jeune*, counsel for Respondents.

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*SUPERIOR COURT—MONTREAL.**

Vendeur non payé—Résolution de la vente—Saisie-revendication — Privilège — Changement d'état.

JUGÉ:—Que le recours du vendeur non payé de faire résilier la vente lorsque le débiteur est insolvable est entièrement distinct de son droit de faire saisir-revendiquer les choses vendues: que la section 2 de l'article 1999 du Code Civil qui exige pour la saisie-revendication que les choses vendues soient entières et dans le même état, ne s'applique pas à la résolution de la vente; que, par suite, le vendeur peut faire résilier la vente même lorsque les marchandises vendues ont été mêlées au stock du débiteur, si elles peuvent être identifiées.—*Brown et al.* v. *Labelle*, Cimon, J., 20 fév. 1886.

Assurance — Conditions — Réticence—Nullité—Créanciers—Mandataire—Responsabilité.

JUGÉ:—1o. Que lorsque parmi les conditions d'une police d'assurance se trouve l'obligation de déclarer tout autre contrat d'assurance effectué sur la même propriété, le fait de l'assuré de ne pas avertir la compagnie lorsqu'il assure de nouveau sa propriété à une autre compagnie, est une réticence qui rend nul la police et le contrat d'assurance.

2o. Que le même principe s'applique lorsque le nouveau contrat n'est pas fait par l'assuré, mais par un de ses créanciers pour la conservation de son hypothèque, si l'assuré en ait eu connaissance.

3o. Que le mandataire, qui agit dans les limites de son mandat et au nom de son mandant n'est pas responsable personnellement.—*Picard* v. *La Compagnie d'Assurance de l'Amérique Britannique*, Mathieu, J., 17 fév. 1886.

Tutelle—Destitution—Insolvabilité.

JUGÉ:—1o. Que la déconfiture et l'insolvabilité ne sont pas des motifs de destitution de tutelle.

2o. Qu'il faut des raisons très-graves pour autoriser un tribunal à destituer un père de la tutelle de ses enfants.—*Charbonneau* v. *Charbonneau*, Taschereau, J., 22 fév. 1886.

Vente—Gage—Possession—Tiers—Interprétation—C.C. article 1970.

JUGÉ:—1o. Que d'après les règles d'interprétation, un acte par lequel un débiteur vend à son créancier des meubles qui sont en la possession d'un tiers, avec stipulation que s'il ne paye pas ce qu'il doit à son créancier dans un certain temps, le créancier deviendra propriétaire des meubles, doit être considéré, s'il n'y parait intention contraire, comme conférant au créancier un droit de gage sur ces meubles.

2o. Que la possession que le tiers avait déjà suffit pour satisfaire aux exigences de la loi (C. C. Art. 1970) s'il consent à retenir ces

* To appear in Montreal Law Reports, 2 S. C.

meubles sujet aux droits de créancier.—*Paquette* v. *Rainville*, en révision, Johnson, Doherty, Mathieu, JJ., 30 janvier 1886.

Injures—Crédit—Dommages—Réparation.

JUGÉ:—Que le fait de dire, en présence de témoins, à un créancier qu'il avait tort d'avancer à son débiteur, que sa dette était risquée, que ce débiteur ne payait personne et avait déjà fait perdre de l'argent à d'autres créanciers, et d'autres paroles semblables, lorsque cela est dit sans motif légitime, d'une manière non confidentielle, ni privilégiée, donne droit en faveur du débiteur à une action en dommages, et même à des dommages exemplaires.—*Hus* v. *Lespérance*, Taschereau, J., 27 fév. 1886.

Officier public — Avis d'action — Désistement—Nouvelle action.

JUGÉ:—Que lorsqu'un avis d'action sous l'article 22 du C. P. C., a été donné à un officier public, et que l'action subséquemment intentée a été discontinuée il est nécessaire de renouveler l'avis pour intenter une nouvelle action.—*Demers* v. *McCarthy*, Mousseau, J., 6 féb. 1886.

Cession—Privilège du locateur—Frais de justice.

JUGÉ:—1. Que le privilége du locateur pour son loyer prime celui du curateur et tous les frais pour l'organisation de la faillite, sauf ceux de vente des meubles sujets au privilége.

2o. Que les frais du curateur et autres frais nécessaires à l'organisation de la faillite, ne sont pas, quant au locateur, des frais de justice.—*Re Menard*, failli, *Desmarteau*, curator, et *de Bellefeuille*, contestant, Taschereau, J., 29 janvier 1886.

Substitution fidéi-commissaire — Prédécès de l'appelé—Propriété.

JUGÉ:—1o. Que dans un acte de donation entrevifs où une propriété est donnée par un père à sa fille et à son gendre, dans les termes suivants:.... "He was desirous of securing "to .... the enjoyment and usufruct of .... "during the term of their natural lives, and "to settle the said farm upon their children "after their death....hath given....and "doth give....the use and enjoyment, *usufruit*, of....to be by them, and surviving of "them held....during their natural lives *à titre d'usufruit*, and also give .... unto the "children now living and those hereafter to "be born....to be delivered to them from "and after the death of the survivor of.... "and agreeing that his said daughter and "her husband be seized and invested with "the full and entire possession thereof during their natural lives, and after their death "that the child and children then surviving "should be vested with the full and entire "possession thereof...." ces termes créent une substitution fidéi-commissaire et non un legs d'usufruit.

2o. Que dans une substitution fidéi-commissaire, le décès de l'appelé avant celui des grevés rend la substitution caduque, et permet aux grevés de disposer de la propriété substituée comme propriétaire absolu.—*Coutu et al.* v. *Dorion*, Cimon, J., 20 fév. 1886.

Innkeeper—Lien on effects of guest—Traveller—C. C. 1481—39 *Vic.* (*Q.*), *ch.* 23.

1. A person who furnishes a room in a hotel, and lives there during two months, cannot be considered a "traveller," and therefore the inn keeper has no action for intoxicating liquors furnished to him (C. C. 1481).

2. The lien of a hotel keeper on the effects of a guest under 39 Vic. (Q.), ch. 23, exists only for the price of board, and does not extend to charges for the custody of effects left behind by the boarder in the hotel on his departure.—*Ferguson* v. *Riendeau*, judgment of Mathieu, J., confirmed in Review by Doherty, Papineau, Loranger, JJ., Jan. 30, 1886.

Meubles immobilisés—Privilège pour salaire—C. C. arts. 2006–2009.

JUGÉ:—1. Que le privilège sur les meubles ne porte pas sur les meubles immobilisés par destination ou par la loi.

2. Que le conducteur (foreman) d'une manufacture de chaussures n'a pas, pour son salaire, de préférence sur le produit de la vente de la manufacture.—*Rochon* v. *Chevalier* et *Chevalier*, oppt., jugement par Cimon, J., confirmé en révision, Johnson, Doherty, Gill, JJ., 30 janvier 1886.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 17.

Judicial Abandonments.

Louis Bachand, Jr., of St. Joachim de Shefford, Sweetsburg, April 9.

Regent Fortin, trader, of St. Alexandre, Quebec April 13.

J.-Bte Gascon, trader, of St. Jérôme, April 10.

L. J. N. Gauthier, St. Hyacinthe, April 5.

Pettigrew & Paradis, traders, of Isle Verte, April 8.

Arthur Talbot, Scotstown, April 14.

Curators appointed.

Re Joseph Bilodeau.—Kent & Turcotte, Montreal, curator, April 8.

Re Sophronie Boulois, Chambly Canton.—J. Barnabé, Montreal, curator, April 13.

Re George Dugas, Jr.—A. Daigle, Montreal, curator, April 14.

Re Amable Godin, St. Michel d'Yamaska.—Louis Morassé, Sorel, curator, April 12.

Re Lucien Godin, Sorel.—L. Morassé, Sorel, curator, April 12.

Re Louis Joseph Latour, Lanoraie.—Seath & Daveluy, Montreal, curator, April 10.

Re F. X. Lecavalier et al.—Kent & Turcotte, Montreal, curator, April 15.

Re Olivier Lefebvre.—J. O. Dion, St. Hyacinthe, curator, April 9.

Re Joseph Lemieux.—Kent & Turcotte, curator, April 12.

Re Philias Piché.—C. Millier, Sherbrooke, curator, April 6.

Re Antoine St. Martin, Jr., St. Louis de Bonsecours.—T. Marchessault, Sorel, curator, April 8.

Dividend Sheets.

Re Egger & Co.—W. A. Caldwell, curator, Montreal, April 14.

Re Mulligan & Moore.—1st and final div. at office of Kent & Turcotte, Montreal, April 13.

Re I. Villeneuve.—L. Rainville, Arthabaskaville, curator, April 14.

Re A. S. Vinet, Bedford.—1st and final div,, Kent & Turcotte, Montreal, curator, April 13.

Separation as to Property.

Emélie Coursolles vs. Hormidas Boucher, carriage-maker, Cote St. Michel, district of Montreal, Jan. 29.

Marie Bouchard vs. Pierre Côté, undertaker, Montreal, Jan. 23.

Adelina Villemaire vs. E. B. Boucher, carriage-maker, Mile-End, Montreal, Jan. 15.

Marie Anne Chabot vs. Théodule Foisy, Quebec, April 15.

Helena Butler vs. John Quarm, trader, Montreal, April 9.

Marie Annie Aurélie Franchère vs. Oswald Chaput, L'Assomption, April 12.

GENERAL NOTES.

For a physician to publish an advertisement containing false statements as to his ability to cure disease, knowing them to be false when he makes them, and intending thereby to impose on and deceive the public, is "unprofessional and dishonorable conduct" within the meaning of a statute.—*State* v. *State Board*, etc., 26 N. W. Rep. 125.

The office of Corporation Counsel in New York city does most effective work. Last year sixty-three cases were tried involving $792,441, of which only $15,551 was recovered, or less than two per cent. When an accident occurs on the streets likely to affect the city, it is made the duty of the police to report it to Corporation Counsel with the names of witnesses who are at once looked up, their testimony secured and photographs of the *locus* made so that the city is well prepared to make defence. It is said that the great efficiency of this office is due to the fact that it is carefully kept aloof from political spoilsmen and such irrelevant influence.

The difference of opinion among the judges as to the legal effect of giving a hand-bag to a porter at a railway station to be put into the train has extended to the Court of Appeal. Lord Justice Lopes, from his decision in *Bunch* v. *The Great Western Railway Company*, is of opinion that the porter is only authorised by the company to carry the bag to the railway carriage, and that, if the porter takes care of the bag while the passenger is meeting another passenger, he is not acting within the scope of his employment, and the company are not liable as common carriers if the bag disappear. Mr. Justice Day, in the Court below, shared this opinion, but Mr. Justice Smith differed from it, and now the Master of the Rolls and Lord Justice Lindley settle the matter against the railway company. The dissentient opinion restricts the scope of the porter's employment purely to a bee-line between the kerbstone and the step of the railway carriage. If the passenger tell the porter to wait at the train while he takes his ticket or meets a friend, the company are not liable. This seems too narrow an interpretation of the duties of a porter, when read in the light of the ordinary necessities of the process of catching a train.—*Law Journal* (London).

A most audacious bill (says the *Pall Mall Gazette*) has been laid before the French Chamber. A deputy has actually introduced a measure to disestablish the bar. The bill proposes—with a brutal simplicity—to rob the profession of all its rights and monopoly. It is not a question of control or reform, but simply to dip a sponge in water and wipe the whole transaction off the surface of the slate. M. Michelin's proposal is that every litigant should conduct his own case, and if he judges it unwise to do so might trust his defence or the conduct of his claim to one friend who should represent him. All the etiquette of the profession—this revolutionary reformer proposes—is to be disregarded. That friend may charge whatever terms he likes. No robes are to be worn. The dossier and the tooque are to disappear. The "privilege of counsel" is to be abolished. There is to be no protection. If the conductor of the case asks abusive questions of the witness whom he cross-examines, he may be proceeded against for libel—that is, presumably, if he has not already been challenged to a duel. To the obvious criticism that a lawyer needs a legal education, M. Michelin replies that he will have no lawyers. All that is wanted is that the facts should be stated. The law is to be studied by the judges, who are well paid for their work.