THE

LEGAL NEWS.

VOL. XV. MAY 16, 1892. No. 10.

CURRENT TOPICS AND CASES.

The case of *Scott & McCaffrey*, decided by the Court of Queen's Bench, Montreal, March 26, will, it may be hoped, establish a useful check on the multiplication of actions of damages. In this case three actions of damages were instituted, based on three seizures made by a creditor in ordinary course, for the collection of a judgment. These seizures were technically irregular, and the creditor, being unsuccessful, had to pay the costs incurred. But the debtor was not content with this, and instituted three actions of damages. There was no malice, and moreover no damage was proved; but the first Court gave nominal damages in each case. The Court of appeal set these judgments aside, holding that the responsibility of a person who comes before the Court in the exercise of a right is limited to the ordinary penalty of the unsuccessful pleader, that is to say, the payment of the costs of the proceedings. This rule applies not only to ordinary actions, but to the rigorous proceedings which creditors may adopt for the protection of their rights, such as execution, capias, etc., provided there be probable cause and absence of malice.

The Criminal Law Bill, 1892, now under discussion before the House of Commons, is a very comprehensive

measure, but it does not comprise one offence which might be visited with punishment, and that is the suggestion of amendments to Codes without reasonable grounds. With all their good points, Codes have two drawbacks. First, they unsettle all references to decisions under the law as it previously existed, and necessitate tedious comparing of the old statutes with the new. Recently, we heard a contention strongly urged on the part of a prisoner, and the Crown replied that the point was already settled by a decision. The answer to this was that the law had been changed by the Revised Statutes. Thereupon a reference and comparison became necessary, and, after some time had been expended, it was found that the section under which the case cited had been decided was left intact, but in a different place. The second objection to Codes is that they seem to invite and attract innovators to pull down and destroy what has just been laboriously built up. We have already three Codes, the Civil Code, the Code of Procedure and the Municipal Code, which afford an annual exercise for the powers of these gentlemen, and the Criminal Code now under consideration threatens to add another to the list, unless such destructiveness can be prohibited,—say under Title iv, "offences against public convenience."

The death of Lord Bramwell is mentioned in a cable despatch of May 9. The deceased was one of the oldest and most distinguished of English judges. Born in 1808, and called to the bar in 1838, he was elevated to the bench in 1856, succeeding Baron Parke in the Court of Exchequer. In 1881 he retired from the Court of Appeal and was raised to the peerage. Lord Bramwell was racy and original in his style, and always a great favourite with the bar.

NEW PUBLICATIONS.

BILLS, NOTES AND CHEQUES:—The Bills of Exchange Act, 1890, and the Amending Act of 1891. By Mr. J. J. Maclaren, Q.C., D.C.L., LL.D.—Publishers: The Carswell Co. (Ltd.), Toronto.

This is a work which was to have appeared earlier, but Mr. Maclaren having discovered certain inconsistencies and imperfections in the Act, submitted suggestions to the Minister of Justice, which were approved and embodied in the amending Act of 1891, and the present work was delayed in order that the amendments might be inserted in their proper places.

The previous works on the Act appeared with such rapidity that small opportunity was afforded for elaboration, and in taking up the present treatise the reader will naturally look for a more careful and methodical treatment of the subject. In this expectation we have reason to believe that he will not be disappointed. The arrangement seems to be as perfect as can be devised. The text of the Act is followed by explanatory paragraphs, with citations of cases, and these, again, by illustrations derived from the reports. Two thousand three hundred decisions are cited, besides nearly a thousand illustrations. As an example of the care which has been bestowed by the author, it may be mentioned that in every instance the year in which the case was decided is given within parentheses, and each group of cases is arranged in chronological order beginning with the oldest. The Canadian cases, of which nine hundred and fifty are cited, have been subdivided by provinces. The decisions cited are also brought down to January last. From the examination which we have been able to make of the work we believe it is worthy of the high reputation of the author, and that the profession will find in it a commentary which will fully satisfy their requirements.

THE LAW OF SALES:—Commentaries on the Law of Sales and collateral subjects; by Mr. Jeremiah Travis, LL.B., recently a judge of the Northwest territories, etc. Boston, Little, Brown & Co.; Toronto, The Carswell Co. (Ltd.), Publishers.

The first glance at this work shows that it is at all events one of considerable originality, as well as the result of an elaborate examination of the subject. Mr. Travis is already known as the author of a treatise on Canadian Constitutional Law (see vol. vii, Legal News, p. 234) which evinced a mind not disposed to acquiesce in statements of law simply because they emanate from the highest authority. The present work affords a good many opportunities for similar assertion of individual opinion, or as Mr. Travis calls it, "exposure of the most transparent fallacies." "The one object I have had in "view in my work," he says, "is to state the law as it "actually is; and where I have found unsound decisions, "as I have done in every branch of the law, I have not "hesitated to point them out, and to show, with all the "distinctness and conclusiveness in my power, that they "are not well-decided, and are not law." The text-writer here assumes a lofty function, in essaying to free the true principle from the incrustation of judicial error. Opinions may vary, however, as to how far it is within the compass of one mind to do this, and how far the author has justified the assumption of quasi-infallibility. It may be added that while the two volumes now issued are complete within their limits, the author expresses the hope that he may be able to issue hereafter two additional volumes, covering other questions connected with the law of sales, which he has left over for later consideration and discussion.

EXCHEQUER COURT REPORTS, No. 4, of vol. 2, contains all the important decisions respecting patents and trademarks of the department of agriculture since the year 1869.

The Law Library (Milwaukee, Wis.), is a new monthly publication, containing a review of legal literature.

The *Monthly Law Digest*, edited by Mr. F. L. Snow (Montreal, A. Periard), furnishes a digest of current decisions.

SUPREME COURT OF CANADA.

OTTAWA, April 4, 1892.

Quebec.]

BLACHFORD v. MCBAIN.

Lessor and lessee—Amount claimed—Arts. 887 *and* 888 *C.P.C.—Jurisdiction.*

Held, affirming the judgment of the Court below, (M. L. R., 6 Q.B. 273), where in an action brought by the lessor under arts. 887 and 888, C.P.C., to recover possession of the premises, a demand of $46 is joined for the value and occupation since the expiration of the lease, such action must be brought in the Circuit Court, the amount claimed being under $100, Fournier, J., dissenting.

Appeal dismissed with costs.

Duclos for appellant.

Archibald, Q.C., for respondent.

April 4, 1892.

Quebec.]

THE QUEEN v. MARTIN.

Negligence of servant—Crown—Liability of—50-51 *Vic. ch.* 16—*Prescription—Arts.* 2262, 2267, 2188, 2211, *C. C.*

Held, reversing the judgment of the Exchequer Court; even assuming 50-51 Vic. ch. 16 gives an action against the Crown for an injury to the person received on a public work resulting from negligence of which its officer or servant is guilty, (upon which point the Court expresses no opinion) such act is not retroactive in its effect and cannot be relied on for injuries received prior to the passing of the Act.

Held also, even assuming that under the common law of the Province of Quebec, or statutes in force at the time of the injury received, the Crown could be held liable, the injury complained of

having been received more than a year before the filing of the petition, the right of action was prescribed.

Appeal allowed without costs.

Robinson, Q.C., and *Hogg, Q.C.*, for appellant.
Belcourt & Taché, for respondent.

Quebec.]

BELL TELEPHONE CO. v. CITY OF QUEBEC.
QUEBEC GAS CO. v. CITY OF QUEBEC.

Appeal—Action to set aside municipal by-law—Supreme and Exchequer Courts Act, sect. 24 (G.)

In virtue of a by-law passed at a meeting of the council of the corporation of the City of Quebec in the absence of the Mayor, but presided over by a councillor elected to the chair in the absence of the Mayor, an annual tax of $800 was imposed on the Bell Telephone Company of Canada, (appellant) and a tax of $1000 on the Quebec Gas Company. In actions instituted by the appellants for the purpose of annulling the by-law, the Court of Queen's Bench for Lower Canada (Appeal side) reversed the judgment of the Superior Court, and dismissed the actions, holding the tax valid.

On appeal to the Supreme Court of Canada:

Held, that the cases were not appealable, the appellants not having taken out or been refused, after argument, a rule or order quashing the by-law in question within the terms of sec. 24 (g) of the Supreme and Exchequer Courts Act, providing for appeals in cases of Municipal by-laws. *Varennes* v. *Verchères* (19 Can. S. C. R. 365), *Sherbrooke* v. *McManamy*, (18 Can. S. C. R. 594) followed.

Appeals quashed without costs.

Irvine, Q.C., and *Stuart, Q.C.*, for appellants.
P. Pelletier, Q.C., for respondent.

April 4, 1892.

Quebec.]

ACCIDENT INSURANCE CO. OF NORTH AMERICA v. YOUNG.

Accident Insurance—Immediate notice of death—Waiver—External injuries producing erysipelas—Proximate or sole cause of death.

An accident policy issued by the appellants was payable in case, *inter alia*, the bodily injuries *alone* shall have occasioned

death within ninety days from the happening thereof, and provided that "the insurance should not extend to hernia, &c., nor "to any bodily injury happening directly or indirectly in conse- "quence of disease, nor to any death or disability which may "have been caused wholly or in part by bodily infirmities or "disease, existing prior or subsequent to the date of this contract, "or by the taking of poison, or by any surgical operation or "medical or mechanical treatment, nor to any case except where "the injury aforesaid is the proximate or sole cause of the dis- "ability or death."

The policy also provided that "in the event of any accident or "injury for which claim may be made under this policy immc- "diate notice must be given in writing, addressed to the manager "of this company at Montreal, stating full name, occupation and "address of the insured, with full particulars of the accident and "injury; and failure to give such immediate written notice shall "invalidate all claims under this policy."

On the 21st March, 1886, the insured was accidentally wounded in the leg by falling from a verandah, and within four or five days the wound, which appeared at first to be a slight one, was complicated by erysipelas, from which death ensued on the 13th of April following. The local agent of the company at Simcoe, Ontario, received a written notice of the accident some days before the death, but the notice of the accident and death was only sent to the company on the 29th April, and the notice was only received at Montreal on the 1st of May. The manager of the company acknowledged receipts of proofs of death, which were subsequently sent without complaining of want of notice, and ultimately declined to pay the claim on the ground that the death was caused by disease, and therefore the company could not recognise their liability. At the trial there was some conflicting evidence as to whether the erysipelas resulted solely from the wound, but the Court found on the facts that the erysipelas followed as a direct result from the external injury. On appeal to the Supreme Court:

Held, reversing the judgment of the Court below, Fournier and Patterson, JJ., dissenting, that the company had not received sufficient notice of the death to satisfy the requirements of the policy, and that by declining to pay the claim on other grounds there had been no waiver of any objection which they had a right to urge in this respect.

Per Fournier and Patterson, JJ., affirming the judgment of

the Court below, that the external injury was the proximate or sole cause of death within the meaning of the policy.

Appeal allowed with costs.

Geoffrion, *Q.C.*, and *Cross*, for appellants.

Lafleur, for respondent.

April 4, 1892.

Ontario.]

NORTH PERTH ELECTION APPEAL.

CAMPBELL v. GRIEVE.

Dominion Controverted Elections Act—Appeal—Evidence—Reversal—Loan for travelling expenses—Proof of corrupt intent—40 Vic. ch. 3, secs. 88, 91; sec. 84 (a)—(e)—Executory contract, sec. 131—Free Railway tickets.

G., a voter and supporter of the respondent, holding a free railway ticket to go to Listowel to vote and wanting two dollars for his expenses while away from home, asked for the loan of the money from W., a bar tender and a friend. W. not having the money at the time, applied to S., an agent of the respondent, who was present in the room, for the money, telling him he wanted it to lend to G. to enable him to go to Listowel to vote. S. the agent, lent the money to W. who handed it over to G. W. returned the two dollars to S. the day before the trial. The judges at the election trial held that it was a *bonâ fide* loan by S. to W. On appeal to the Supreme Court of Canada:

Held, reversing the judgment of the Court below, that as the decision of the Court below depended on the inferences drawn from the evidence, their decision could be reversed in appeal, and that the proper inference to be drawn from the undisputed facts in the present case was that the loan by S. to W. was a mere colorable transaction by S. to pay the travelling expenses of G. within the provisions of sec. 88 of the Dominion Elections Act, and a corrupt practice sufficient to avoid the election under sec. 91 of the said Act.

Strong, J., dissenting, was of opinion that there was no evidence that the loan of $2 was made to G. with the corrupt intent of inducing him to vote for the respondent.

Patterson, J., dissented on the ground that as the decision of the Court below depended on the credibility of the witnesses it ought not to be interfered with.

Held also, *per* Strong and Patterson, JJ., affirming the judg-

ment of the Court below, that upon the evidence which is reviewed in the judgments, the G. T. Railway tickets issued at Toronto and Stratford for the transportation of voters by rail to the polls in this case were free tickets, and that as the free tickets had been given to voters who were well known supporters of the respondent, prepared to vote for him and for him alone if they voted at all, it did not amount to paying the travelling expenses of voters within the meaning of sec. 88 of the Dominion Elections Act. *Berthier Election* case, 2 Can. S.C.R. 102, followed.

Per Strong, J. That the tickets issued by the G.T.R. having been furnished with notice that they were to be used as they were in fact, the price thereof could not have been recovered at law. Sec. 131 Dominion Elections Act.

Appeal allowed with costs.

Osler, Q.C., and *Ferguson*, for appellant.
Garrow, Q.C., for respondent.

April 4, 1892.

Ontario.]

WELLAND ELECTION APPEAL.

GERMAN v. ROTHERY.

Election—Promise to procure employment by candidate—Finding of the trial Judges—49 Vic. ch. 8, sec. 84 (b).

On a charge by the petitioner that the appellant had been guilty personally of a corrupt practice by promising to a voter W. to endeavour to procure him a situation in order to induce him to vote, and that such promise was subsequently carried into effect, the trial judges held on the evidence that the charge had been proved.

The promise was charged as having been made in the township of Thorold on the 28th February, 1891. The evidence of W., who some time before the trial made a declaration upon which the charge was based at the instance of the solicitor for the petitioner, and had got for such declaration employment in Montreal from the C. P. R. Co. until the trial took place, was principally relied on in support of the charge, and the promise was found by the Court to have been made on the 17th February. Moreover G., the appellant, although denying the charge, admitted in his examination that he intimated to the voter that he would assist him, and there was evidence that after the elections, he wrote to W. and procured him the situation, but the letter

was not put in evidence, having been destroyed by W. at the request of the appellant.

Held, affirming the judgment of the Court below, that the evidence of W. being in part corroborated by the evidence of the appellant, the conclusion arrived at by the trial judges was not wrong, still less so entirely erroneous as to justify this Court as an appellate tribunal, in reversing the decision of the Court below on the questions of fact involved.

Appeal dismissed with costs.

W. Cassels, Q.C., for appellant.

Blackstock, Q.C., for respondent.

April 4, 1892.

Ontario.]

BARTON v. MCMILLAN.

Contract—Deed of land—Evidence—Agency—Statute of frauds—Parol testimony.

M. owned certain property which was mortgaged and had been advertised for sale under a power of sale in the mortgage. Before the date fixed for the sale M. had made an assignment for the benefit of his creditors, and his wife tried to purchase the property. It was not sold on the day named, and the next day M's wife went to the solicitors of the mortgagee and arranged for the purchase by making a cash payment and giving a mortgage for the balance. She had some other property on which she wished to raise the money for the cash payment, and B. offered to lend the amount at 7 p.c. interest for a year, he taking the wife's property and holding it in trust for that time. B. and M. went to the office of the mortgagee's solicitors where a contract was drawn up in the terms agreed and signed by B. who told the solicitor that he did not know whether the deed would be taken in his own name or his daughter's, but that he would advise him by telephone. On the following day a telephone message came to the solicitors to have the deed made in the name of his daughter which was done; the deed was executed, the money was paid, and a mortgage was given to the original mortgagee as agreed. Subsequently the daughter claimed that she purchased the property absolutely for her own benefit, and an action was brought by M's wife against B. and his daughter to have the daughter declared a trustee of the property subject to repayment of the loan from B. and for specific performance of the agreement with B., the action charging collusion and con-

spiracy on the part of B. and his daughter to deprive plaintiff of her property. The defendant pleaded the statute of frauds in addition to denying the alleged agreement.

Held, affirming the decision of the Court of Appeal and that of the trial judge, Strong, J. dissenting, that the evidence established the agreement by B. to lend the money and take the property in trust as security; that the daughter was aware of this agreement; and that the deeds executed having been made in pursuance thereof, the daughter must be held a trustee of the property as B. would have been if the deed had been taken in his name.

Held, further, Strong, J., dissenting, that the statute of frauds did not prevent the said agreement being enforced notwithstanding it was not in writing.

Appeal dismissed with costs.

Moss, Q.C., for the appellants.

Bain, Q.C., for respondent.

April 4, 1892.

Nova Scotia.]

MILLER v. DUGGAN.

Registry Act—R.S.N.S. 5th ser. c. 84 s. 21—Registered judgment—Priority—Mortgage—Rectification of mistake.

By R.S.N.S., 5th Ser., c. 84 s. 21 it is provided that "a judgment duly recovered and docketed shall bind the lands of the party against whom the judgment shall have passed, from and after the registry thereof in the County or district wherein the lands are situate, as effectually as a mortgage whether such lands shall have been acquired before or after the registering of such judgment; and deeds or mortgages of such lands, duly executed but not registered, shall be void against the judgment creditor, who shall first register his judgment."

D. had agreed to mortgage certain properties, one of which had been conveyed to her late husband, through whom she claimed, by four different deeds, three conveying a one-sixth interest each and the fourth a half interest. The conveyancer who prepared the mortgage had before him one of the deeds conveying a one-sixth interest, and by mistake and inadvertence that interest instead of the whole was described and conveyed. On Dec. 3rd, 1887, the property mortgaged was sold under foreclosure and conveyed by the Sheriff to M. On the 27th September, 1887,

a judgment was recovered and registered against D., and in July, 1889, an execution was issued on said judgment under which the sheriff attempted to levy on the five-sixths of the property of D. which should have been included in the mortgage. In an action to have the mortgage rectified and the judgment creditor restrained from levying upon and selling the said property :

Held, affirming the judgment of the Supreme Court of Nova Scotia, Strong and Patterson, JJ., dissenting, that the parol agreement by D. to give a mortgage of the five-sixth parts of the said property was void against the registered judgment, and the action could not be maintained. *Grindley* v. *Blaikie*, 19 N.S. Rep. 27, approved and followed.

Appeal dismissed with costs.

Borden, Q.C., for the appellants.

Ross, Q.C., for the respondents.

Ontario.] April 4, 1892.

McDONALD v. McDONALD.

Title to land—Action against estate for debt of executor—Purchase by executor at sale under execution—Constructive Trust—Statute of Limitations.

D. M. was one of the executors of his father's estate and an action was brought against the estate on a note made by him, which his father, in his lifetime, had endorsed for his accommodation. Judgment was recovered in said action and an execution issued under which land devised to A.M., a brother of D. M., was sold and purchased by D.M., who gave a mortgage to the judgment creditors. D.M. afterwards sold the land to another brother, W. M., who paid off the mortgage, and it having been offered for sale under execution issued on a judgment against W. M. it was again purchased by D.M. The original devisee of the land A. M., took forcible possession, and D.M. brought an action to recover possession.

Held, affirming the decision of the Court of Appeal (17 Ont. App. R. 192) and of the Divisional Court, Strong, J., dissenting, that the land having been sold in the first instance for a debt of D.M., he became, when he purchased it at such sale, a constructive trustee for the devisee, and this trust continued when he purchased it the second time.

Held, further, that if D.M. was in a position to claim the bene-

fit of the Statute of Limitations there was not sufficient evidence of possession to give him a title thereunder.

Appeal dismissed with costs.

McCarthy, Q.C., and Leitch, Q.C., for the appellant.

Moss, Q.C., for the respondent.

April 4, 1892.

Ontario.]

HOUGHTON v. BELL.

Will—Construction—Devise to children and their issue—Estate to be "equally" divided—Per stirpes or per capita—Statute of Limitations—Possession—Trustee.

T.B. by his will made provision for the support of his wife and unmarried daughters, and then directed as follows: "When my "beloved wife shall have departed this life, and my daughters shall "have married or departed this life, I direct and require my trus- "tees and executors to convert the whole of my estate into "money to the best advantage by sale thereof, and to divide the "same equally among those of my said sons and daughters who "may then be living, and the children of those of my said sons "and daughters who may have departed this life previous thereto." The testator's wife and unmarried daughters having died, and some of his sons having previously died, leaving children, proceedings were taken to have the intention of the testator under the above clause ascertained.

Held, reversing the judgment of the Court of Appeal (18 Ont. App. R. 25) and restoring that of the trial judge, Ritchie, C. J., dissenting, that the distribution should be *per capita* and not *per stirpes*.

J.B., a son of the testator and one of the executors and trustees named in the will, was a minor when the testator died, and after coming of age he did not apply for probate though leave was reserved for him to do so. He did not disclaim, however, and he knew of the will. With the consent of the acting trustee he went into possession of a farm belonging to the estate some time after he had attained his majority, and had remained in possession for over twenty years when the period of distribution under the clause above set out arrived, and he then claimed to have acquired a title under the Statute of Limitations.

Held, affirming the decision of the Court of Appeal, that as he

held by an express trust under the terms of the will the rights of the other devisees could not be barred by the Statute.

Appeal allowed with costs and cross appeal dismissed with costs.

S. H. Blake, Q.C., for the appellants.

McCarthy, Q.C., and *S. H. Osler*, for the respondents.

Ontario.] April 4, 1892.

G. T. Ry. v. Sibbald.

G. T. Ry. v. Tremayne.

Railway Co—Negligence—Construction of road—Interference with highway—Neglect to ring bell.

The Midland Railway Co. in building a portion of its road left at a crossing the road bed some feet below the level of the highway and operated it without erecting a fence or otherwise guarding against accident at such crossing. The road was afterwards operated by the G. T. Ry. Co., and S. was driving along the road one day and as he approached the crossing an engine and tender came towards him on the track; the horses became frightened and broke away from the coachman who had jumped out to hold them, wheeled round and the waggon rolled over the edge of the highway on to the track in front of the train. S. lost his arm, and a lady who had been in the carriage with him was killed. In actions by S. and the administrators of the deceased lady, the jury found that the bell had not been rung as required by the statute, and that the defendant company was guilty of negligence thereby, and also in not fencing, or otherwise protecting, the dangerous part of the highway.

Held, affirming the decision of the Court of Appeals (18 Ont. App. R. 184) and of the Divisional Court (19 O.R. 164) that the Midland Ry. Co. had no authority to construct the road as they did unless upon the express condition that the highway should be restored so as not to impair its usefulness, and it or any other company operating the road was liable for injury resulting from the dangerous condition of the highway to persons lawfully using it.

Held further, that the bell not having been rung as the statute required, the company was liable for injuries caused by the horse taking fright and overturning the waggon so that the occupants were thrown on to the track though the engine and the waggon did not come in contact. *G. R. Ry. Co.* v. *Rosenberger* (9 Can. S. C. R. 311) followed.

Appeals dismissed with costs.

McCarthy, Q.C., for the appellants.

Burns, for the respondents.

INSOLVENT NOTICES.

Quebec Official Gazette, April 23, 30 *& May* 7.

Judicial Abandonments.

BENOIT, William, parish of St. J. Bte. de Rouville, April 20.

CHAPMAN & Drysdale, manufacturers, Lachute, April 30.

FORTIER, Philadelphe, St. Charles, Bellechasse, April 20.

KINSELLA, Miss Aurelia, dressmaker, Lévis, April 19.

LUNAN, William J. (Wm. Lunan & Son), grocer, Sorel, April 11.

MUNROE, Thomas B., Bury (or Robinson), general merchant, April 19.

WILLOUGHBY Bros., contractors, Montreal, April 26.

Curators Appointed.

BEDARD, Henry F., Hull.—Wm. Grier, Montreal, curator, April 19.

BIRON, Antoine B.—Millier & Griffith, Sherbrooke, joint curator, April 26.

CHARLEBOIS, Charles, Lachute.—G. J. Walker, Lachute, curator, April 11.

CREVIER, F. X. (absentee).—Bilodeau & Renaud, Montreal, joint curator, April 19.

DELISLE & Cie., Geo, Chicoutimi.—H. A. Bedard, Quebec, curator, April 14.

DUCHENE, Ovide, St. Jovite.—A. Lamarche, Montreal, curator, April 19.

FOURNIER, Jos., printer, Montreal.—C. Desmarteau, Montreal, curator, April 16.

KINSELLA, Amelia, dressmaker, Levis.—G. H. Burroughs, Quebec, curator, May 3.

LUNAN, William J., Sorel.—John Hyde, Montreal, curator, April 19.

MUNRO, Thomas B., Bury.—J. McD. Hains, Montreal, curator, May 2.

NEILSON & Co., A. N., St. Gabriel.—E. T. Nesbitt, Quebec, curator, April 22.

PARÉ, J. D., Montréal.—Lamarche & Olivier, Montreal, joint curator, April 27.

PRINCE, E. C., St. Grégoire.—F. Valentine, Three Rivers, curator, April 19.

ROY, P. E., Coaticook.—Royer & Burrage, Sherbrooke, joint curator, April 11, claims to be filed with Kent & Turcotte, Montreal.

SMITH, Chas. A. (Montreal Cigar Association).—C. Desmarteau, Montreal, curator, May 3.

VINCELEITE, Alfred, St. Léonard.—Lamarche & Olivier, Montreal, joint curator, April 19.

Dividends.

BECK, Martin.—First and final dividend (11c.), payable May 10, D. Williamson, Montreal, curator.

BISSON, H. & J.—First and final dividend, payable May 19, A. Lemieux, Levis, curator.

BLONDEAU & Gravel.—First dividend, (10c.), payable May 16, N. Fortier, Quebec, curator.

CADIEUX, Joseph, Montreal.—First dividend, on privileged claims only, payable May 21, D. Parizeau, Montreal, curator.

CAMPBELL & Ferguson, Sherbrooke.—First and final dividend, payable May 16, J. McD. Hains, Montreal, curator.

CARDINAL, Félix, St. Stanislas.—First dividend, payable May 18, Kent & Turcotte, Montreal, joint curator.

CRAVEN & Co., W. A., Montreal.—First and final dividend, payable May 2, A. F. Riddell, Montreal, curator.

DEMERS, J. Bte., Ste. Julie de Somerset.—First and final dividend, payable May 16, N. Matte, Quebec, curator.

DESPAROIS, Paul Ephrem, Valleyfield.—First dividend, payable May 18, Kent & Turcotte, Montreal, joint curator.

GALIBOIS, F. X.—First dividend, payable May 16, S. A. Bergevin, Quebec, curator.

LABBÉ & Co., Jos., Quebec.—First and final dividend, payable May 9, N. Matte, Quebec, curator.

LABORERS' Syndicate, furniture dealers, Montreal.—First and final dividend, payable May 19, C. Desmarteau, Montreal, curator.

LAFORTUNE, Napoléon, Montreal.—First dividend, payable May 18, Kent & Turcotte, Montreal, joint curator.

LANGLOIS & Langlois, Quebec.—First and final dividend, payable May 23, D. Arcand, Quebec, curator.

LEMAITRE, A .H., Thetford Mines.—First and final dividend, payable May 17, H. A. Bédard, Quebec, curator.

LOUGHMAN & O'Flaherty, Montreal.—First dividend, payable May 18, Kent & Turcotte, Montreal, joint curator.

MARROTTE, Samuel, Montreal.—First dividend, payable May 18, Kent & Turcotte, Montreal, joint curator.

PELLETIER & Co., F. P.—First and final dividend, payable May 9, Royer & Burrage, Sherbrooke, joint curator.

ST. LAURENT, F. A., Quebec.—First and final dividend, payable April 9, G. H. Burroughs, Quebec, curator.

TÉTREAULT, Nap.—Second and final dividend, payable May 17, C. Desmarteau, Montreal, curator.