The Legal News.

Vol. XIV. AUGUST 1, 1891. No. 31.

In *Farrell* v. *Brand* the Superior Court, Montreal, Pagnuelo, J., (Oct., 1890) held as follows:—1. Le fait d'offrir en règlement d'un billet une somme moindre que le montant de ce billet constitue une interruption de prescription à l'égard de ce billet. 2. La reconnaissance par un débiteur que le capital d'une créance est dû ne constitue pas une interruption de prescription quant aux intérêts de cette dette. The person to whom Mr. Justice Pagnuelo handed his notes in this case is requested to return them to the learned judge, or to the editor of this journal, for publication.

"A Magistrate" sends the following communication to the *Times*:—

"A learned recorder, Q.C., in charging the grand jury of a county town (there were no prisoners for trial), made the following remarks:

"'He thought it possible that one of these days it might be considered that the attendance of a grand jury at quarter sessions was unnecessary, and there was a sufficient protection that persons would not be improperly put upon their trial, as the cases were heard in the first instance by the magistrates.'

"How devoutly it is to be wished that this blessed day may come soon, and that the common sense of this recorder may prevail!

"In former days, when the squire heard the case of the poacher upon his own preserves and committed him with no other assistance than his own legal lore, the institution of a grand jury was indeed a safeguard; but in these enlightened times of magistrates' clerks and well-regulated petty sessions it is nothing less than absurd, as regards quarter sessions at least, that the deliberate opinions of justices advised by a lawyer should be submitted *quasi* for approval and should be liable to be overruled by less cultured minds. It is very doubtful, too, even as regards assizes, if the institution of a grand jury can be of any real utility, except to share with a judge the responsibility of saying that such and such a prisoner shall not be put upon his trial in a particular class of case of an unmentionable character for want of evidence. But the judge in such cases is surely able to bring about the same result by a timely hint to counsel.

"Is there, however, any such further necessity, or even propriety, in the institution of a grand jury that it is worth while to continue the trouble and expense and loss of time involved? This is no age for pedantic and cumbersome methods of obtaining justice. No one travels nowadays by a stage-coach, except as a curiosity. The blast of the trumpet down St. James's Street is interesting, no doubt; but for the dozen persons sitting upon the coach there are a dozen thousand travelling on the railway.

"The relationship of a grand jury to a modern Court of justice is somewhat in the same ratio. Magistrates and commercial men who are bound to attend there know that they are doing no good whatever, except, perhaps, to swell the triumph of a judicial car on a Roman holiday.

"Pedantry will not fail, I am aware, to dish up some sort of argument for the continual usefulness of a grand jury; but common sense says loudly 'No!' even though judges here and there may join in the chorus of admiration for this old-fashioned palladium of the liberty of the subject, which represents now only the waste of time, the waste of labour, and the waste of money."

TARIFF OF FEES.

The following changes in the tariff of fees have been announced in the *Quebec Official Gazette*:—

Whereas by article 29 of the Code of Civil Procedure, and articles 2710, 2711 and 2712 of the Revised Statutes of the Province of Quebec, it is among other things enacted that the Lieutenant Governor in Council may make, modify, revoke or amend the tariff of fees payable to prothonotaries, clerks, sheriffs, coroners and criers, and whereas the Act of last session 54 Vict., ch. 48, respecting appeals, has rendered certain

changes in the existing tariffs necessary, it is ordered that the tariff of fees to be paid to the clerks of appeals and to the crier of the Court of Queen's Bench, appeal side, as fixed by the Order in Council of the 28th day of December, 1869, be altered as hereinafter mentioned:

FEES TO CLERKS OF APPEAL.

In appeals from the Superior Court.

1° On every appearance filed by an appellant or plaintiff in error..... $9 00
2° On every appearance filed by a respondent or defendant in error.. 7 00
3° For entering and filing appellants' or respondents' case..... 11 50

In appeals from the Circuit Court.

4° On every appearance filed by an appellant..... 9 00
5° On every appearance filed by a respondent..... 4 00
6° For entering and filing appellants' or respondents' case..... 4 00

Criers' Fees.

7° On every appearance filed by an appellant or respondent, or by a plaintiff or defendant in error ..$3 00

That a copy of such tariff be published in the *Quebec Official Gazette* and be entered in the registers of the said Court of Queen's Bench, in the exercise of its jurisdiction as a Court of Appeals and Error, and that the said amendments to the said tariff shall come into force on the first day of September next, and that thereafter any portion of the said existing tariff contrary to the said amendments, shall be revoked and cease to exist, except in cases now pending in appeal.

That under the provisions of articles 2748 and 2749 of the said Revised Statutes and of section 5 of the Act 12 Vict., ch. 112, it is further ordered that the Order in Council of the 28th December, 1869, imposing duties upon certain proceedings in appeals from the Superior Court for Lower Canada, now the Province of Quebec, be modified, and that further certain duties be imposed upon certain proceedings in appeals from the Circuit Court as follows:

In appeals from the Superior Court in the different districts.

1° On every inscription in appeal or error..... $12 00
2° For entering and filing appellants' or respondents' case..... 1 50

In appeals from the Circuit Court in the different districts.

3° On every inscription in appeal.... $ 1 00
4° For entering and filing appellants' or respondents' case..... 1 50

That a copy of such tariff be published in the *Quebec Official Gazette* and be entered in the Registers of the said Superior and Circuit Courts and in the Registers of the said Court of Queen's Bench, in the exercise of its jurisdiction as a Court of Appeal and Error, and that the said amendments to the said duties shall come into force and effect on and after the first day of September next, and that thereafter any portion of the existing duties contrary to the said amendments shall be revoked and cease to exist, except as regards cases in which an appeal shall have been instituted before that date.

FIRE INSURANCE.

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

[Entered in accordance with the Copyright Act.]

(Continued from page 240.)

§ 315. *Landlord and tenant.*

In *Darrell* v. *Tibbitts*[1] the Court of Appeal held that a landlord who had insured premises leased by him to a tenant has no right to recover for a loss, if the loss has already been made good by the tenant. Lord Justice Thesiger laid down the principle that where a contract of insurance and a contract with a third party cover the same subject matter, as a fire policy is a contract of indemnity, the assured has no right to recover.

Rodière, Solidarité, No. 173, says that a proprietor insured is *not* bound to cede to the insurance company his action against his tenant negligent.

Article 2584, C. C. of Lower Canada, says: "The insurer on paying the loss is entitled "to a transfer of the rights of the insured "against the person by whose fault the fire "or loss was caused."

B is tenant in A's house. B's goods are pledged for the rent. B is burnt out, and is insolvent at the time of the fire. The insur-

[1] Court of Appeal, May 12, 1880.

ance proceeds are not the landlord's by any privilege, but go to B's creditors generally among them. P. 83, 2nd part, Sirey of 1862.

In modern France an insurance company has not subrogation by mere force of law against the *locataire* on paying landlord assured. Dalloz of 1853, 1st part, p. 165.

The general rule of the C. C. 1251 is not applicable. An insurance company paying so pays only its own personal debt, due by its policy, but the proprietor may cede even in advance to the insurance company his rights against any *locataire*. Companies stipulate for subrogation in such cases in consequence, and that any payment they make is to be only on terms of subrogation into the rights of the *incendié*. P. 165, 1st part, Dalloz of 1853.

Landlords getting insurances may subrogate the insurance company into their rights against tenant. (*Ib.*) And the companies sue the tenants, and get condemnation often. J. du P. of 1877, p. 987.

Subrogation of insurance company into proprietor's rights against tenant, in fault for the fire, *n'a pas lieu de plein droit*. Dalloz of 1854, note 3, 2nd part, p. 166. (Toullier and Boudousquié, *contra*. Toull., tom. xi, p. 254.)

If the assured subrogate the insurer into his place and actions against third persons responsible for the fire, the insurers, after paying, can sue those third persons; but this subrogation has not place *de plein droit*, and the assured may reserve (if he be not fully paid his loss by the insurer) his rights for the balance of his loss against those third persons. P. 100 Dict. du Cout. Comm.

§ 316. *Where subrogation is not stipulated.*

Where policies (as in Lower Canada) do not usually stipulate subrogation in favor of companies paying losses, have the companies subrogation? *Semble* not, unless on paying they get subrogation express. The policy clause on the subject is only a promise of subrogation. It itself is not subrogation. P. 395, 2 Alauzet, is very much against this subrogation to companies to enable them to persecute tenants, etc. Mere payment by assurer to assured without clause of subrogation is not cause for subrogation *de plein droit*, says Dalloz, cited on p. 390 *Ib.*

The *Quebec Fire Assurance Co.* v. *Molson et al.*[1] shows the law of Lower Canada on this subject; it was an interesting case, decided finally in the Privy Council. It was commenced in 1843 in the Queen's Bench, Montreal. The insurance company plaintiffs alleged by their declaration that by policy of insurance, 27th February, 1841, they insured for twelve months the *Fabrique* (administrators) of the Parish of Boucherville against loss by fire that might happen to the parish church, sacristy, etc., the several sums insured amounting together to £3,300; that the policy was renewed, and while in force on the 20th June, 1843, the defendants' steamboat "St. Louis," on her voyage from Montreal, reached Boucherville, and while she was lying at the wharf there sparks from her chimney set fire to the buildings in the neighborhood, whence the fire spread until the church and property insured were destroyed; that the fire "was wholly attributable to the gross negligence, mismanagement and want of ordinary precaution" of the defendants and their servants on board the "St. Louis;" that the loss to the Fabrique exceeded £4,230 12s. 3d., which was covered by the policy only to the extent of £3,045 15s.; that on the 4th of August, 1843, plaintiffs paid the latter sum to the curé (priest) and the *marguillier en charge* (churchwarden) of the parish, who by act of the same day acknowledged receipt thereof, by the same act assigning to plaintiff "all right, title, interest, property claim and demand whatsoever," to extent of said sum, which they, the curé and marguillier, or the parish, could have or be supposed to have against the owners of the "St. Louis" as the originators of the fire which had caused the loss and damage; that the assignment was duly notified to defendants; that by means of the premises and through the gross negligence, mismanagement and the want of proper precaution of the defendants and their servants the plaintiffs had sustained damage to the amount of £3,045 15s.; conclusions accordingly.

The defendants severally pleaded the general issue only. On the 26th January, 1846,

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[1] 1 L. C. R. 223.

the Queen's Bench, Montreal, condemned the defendants, jointly and severally, to pay said £3,045 15s., with interest from service of process, and costs.

The defendants appealed severally to the provincial Court of Appeals. Their reasons of appeal were nearly alike, the chief of them being, substantially, as follows: That plaintiffs had no right to their action, because by their act of incorporation they were prohibited from entering into certain contracts and acquiring property, except for the purposes therein specified; by the common law of Lower Canada the payment of the loss by the insurers gives them no right of action against the wrong-doers; such payment creates no subrogation legal, or *pleno jure*, in favor of the insurers; in order to create such substitution or subrogation there must be express stipulation, and the validity of this may always be questioned; that the act of the 4th of August, 1843, by the curé and one marguillier was not valid; there ought to have been consent in it by the parish in general, ordinary, assembly, or by all the marguilliers as a body; that the act of the 4th August involved no subrogation; that the act assigned only a part of the loss, the damage was indivisible; the act was void.

On the 10th of March, 1846, the Court of Appeals reversed the judgment of the Queen's Bench, Montreal, and dismissed the insurance company's action. "Considering" (says its judgment) "that the declaration of respondents, as the same is worded, imports a demand of damages by plaintiffs in their own right as insurers, and not as assignees of the *Fabrique* of the parish of Boucherville, and considering that the respondents, by reason of any of their allegations, had not and have not, in their own right as insurers, any legal cause of action against the appellants; considering that said declaration doth not contain the requisite allegations to sustain an action for damages by the respondents as assignees as aforesaid, and doth not allege or show that damage to any amount was due to the said *Fabrique*, which might or could be made the subject of an assignment from the *Fabrique* to the respondents, nor that the right to such damages and the recovery thereof in course of law was afterwards by the *Fabrique* legally assigned to the respondents, whereby the respondents might or could demand the said damages as having become vested with the same in right of the said *Fabrique*, but, on the contrary, the damage demanded is expressly said to be damage done to the respondents as insurers; and considering that it doth not appear that the said assignment was made by persons legally competent to make the same, and that said assignment was made of a part only of the damages which the *Fabrique* claimed to have right to have by reason of the loss therein mentioned; considering, therefore, that plaintiffs' declaration doth not set forth a legal cause of action against the appellants; considering also that no subrogation of the respondents into the rights of the said *Fabrique* in what respects the damage in question in this cause was alleged or proved in the Court below, as supposed by the judgment of that Court, etc."

Upon appeal to the Privy Council this judgment was reversed and the judgment of the original Court confirmed, on the 22nd of February, 1851. Baron Parke delivered the judgment, stating, firstly, the nature of the action and of the judgments of the Courts below, and afterwards saying, among other things: "The fire is satisfactorily shown to have been communicated by the sparks from the steamboat; there was no *grille* (grating) on the top of the funnel, and that measure of precaution ought to have been taken, considering the light wood used for fuel on board the boat. The *Fabrique* could have recovered against the defendants. The question is whether plaintiffs can recover in their right, and upon a declaration framed as this is. The objections to their recovering are, first, that the declaration imported a demand in the right of the plaintiffs as insurers, in which character they have no right of action; secondly, that if it imported right, as assignees of the *Fabrique*, the title to sue in that character was not sufficiently alleged, nor did it appear to be made by parties competent to convey; and, thirdly, that no subrogation of the plaintiffs was alleged or proved. The declaration is substantially good. It discloses a derivative title in the plaintiffs, under the

Fabrique, and claims a definite portion of the damages which the *Fabrique* was entitled to, and shows that those damages were sustained by the neglect of the defendants. The plaintiffs do *not* sue in their own right. The first reason for the reversal of the judgment therefore fails. The other objections are more important. If the title under which plaintiffs sue is considered merely as an assignment, or *cession transport*, there are difficulties—for the curé and marguillier alone could not sell or convey, and title under curé and one marguillier would be bad. But the plaintiffs do not so shape their claim, either on the face of their declaration or in proof. They insist that they were duly *subrogated*, and an act of subrogation by one who could give a discharge is valid, though an assignment otherwise would not be valid, and they say that although subrogated only for part of the damages, they have a right to recover that part in the present action. We are of opinion that plaintiffs are right in all these propositions. The counsel for the plaintiffs admit that they did not fall within the description of persons who are subrogated by operation of law without requisition to or convention with the creditors, nor strictly to the class of co-obligors or sureties to whom Pothier ascribes the right of requiring the creditor, when they pay the debt for which they are jointly bound or responsible to him, either to subrogate or discharge them; but the plaintiffs contended that an assurer by a policy is clearly within the equity of the rule, and has a similar right to require a subrogation at the time of the payment of the loss. The authorities cited seem to us to establish that position. They are Alauzet, p. 384; Pardessus, Dr. Comm., No. 595; Toullier, vol. xi, No. 175; Pothier, Assurance, No. 161; Emerigon, ch. 12, sec. 14. These authorities are so consistent with justice, and founded upon so equitable a principle, that we have no difficulty in adopting them, and we do *not* think that any of them are shown to have been derived (as was suggested in argument) from the Code Napoléon, which is not in force in Canada. Assuming, then, that it is the old law of France that an assurer may upon payment require to be subrogated, other objections remain to be answered. First, it is said that the *acte* upon which plaintiffs rely was not a subrogation, but a *cession transport*. This objection is answered by the authority from Toullier, vol. vii, who states that if the transaction be a subrogation, it is immaterial whether the creditor uses the term subrogation or cession in the act itself. Another objection is that the curé and one marguillier alone could not make a valid subrogation. That they could not by an ordinary sale cede or assign property of the church is beyond dispute. But the *marguillier en charge* may give a legal discharge for a debt due to the *Fabrique* paid, and if the money cannot be received except under the equitable obligation of subrogating the insurers, as we think it cannot, it follows that there must be incidentally a power in one authorized to receive to execute, on request, an instrument of subrogation. One other point is to be disposed of: whether the plaintiffs, who sue as being subrogated to a part of the claim for damages (namely, so much as they paid), can sue without joining the *Fabrique* as co-plaintiff? It seems reasonable that the defendants, *quasi* debtors, should not be liable to several actions by reason of the adoption of the equitable proposition that the insurers have a right to be subrogated. Toullier, tit. 3, art. 120, says that the debtor has a right to require all to be united; but it appears to us to be clear that this defence is not available under the general issue."

London & N. W. R. Co. v. *Glyn*[1] was a case of carriers insuring "*goods their own and in trust as carriers*," £15,000. The plaintiffs declared that certain goods "of plaintiffs, in trust, as carriers, in said warehouse, had been destroyed by fire, whereby plaintiffs sustained a loss on said goods to amount of £15,000." Plea, that plaintiffs did not suffer any damage or loss upon said goods. The policy read that the company defendant should make good to "the assured" all damage and loss which "the assured" shall suffer, etc. Person insuring so as trustee bound in equity to act as such, whether or no the persons beneficially interested

[1] 1 Ell. & Ell., A. D. 1859, in the Q. B.

knew of or assented to the insurance. *Per* Wightman, J.

Even in England it seems, from what Crompton, J., said, that insured (in such case after loss and payment received by them) could not be sued at law by the owners of the goods, unless the latter had some stronger claim than the mere equitable right which would thus accrue to them; for instance, unless a settlement of the trust accounts between the parties had been, as in *Roper* v. *Holland*, 3 Ad. & El.

Waters v. *The Monarch I. Co.*, 5 E. & B., confirmed. The plaintiffs were warehousemen, and therefore not insurers; yet they did insure, and recovered value of all insured.

Yet he says that by art. 1382 C. C. the insurer, in the absence of any subrogation, can sue *auteur du sinistre*, but in this last case the plaintiff will have all the burden of proving *faute*. (Cassn. 22nd Dec., 1852.) If in France so, not so in Lower Canada. *Q. F. I. Co.* v. *Molson*. But it is clear that even though the policy contain no stipulation for subrogation, subrogation may be conceded by the insured, on his getting paid.

CHAPTER XVIII.

Of Return of Premium, Recovery of Losses Improperly Paid, Adjustment and Damages.

§ 317. *The Premium.*

Art. 2469 of the Civil Code of Quebec says: "The consideration or price which the insured obliges himself to pay for the insurance is called the premium. It does not belong to the insurer until the risk begins, whether he has received it or not."

§ 318. *No return of premium where risk is entire.*

According to the general principles of insurance, whenever the risk to be run is entire, there is no return of premium, though the contract should cease and determine the next day after its commencement. This rule applies to insurances against fire, which generally are made for one entire and connected portion of time, which cannot be severed; and therefore if the property insured should be destroyed by fire, arising from the act of a foreign enemy, the very day after the commencement of the policy, though the underwriters would be discharged, yet there can be no apportionment or return of premium. Park, c. 23.

Even if the insured have no interest, yet it would appear that he cannot recover back the premium after having had the chance of obtaining from the generosity of the insurers the sum insured.

Shaw says that in the United States the general rule is that if the risk be entire, and the policy has attached even for a day, there shall be no return of premium, but if the risk has never begun from any cause whatever, except the fraud of the insured, the premium may be recovered.[1]

§ 319. *Where there has been fraud on part of insured.*

Where the risk never commenced, if the assured have been guilty of fraud, there can be no return.

There is no restitution of premium where the assured aggravates the risks of assurer, and thereby discharges him. No. 118, p. 102, Dict. du Cout. Comm.

§ 320. *Misrepresentation.*

Where a policy is avoided by misrepresentation, not fraudulent, assured is entitled to return of the premium, and the policy is conclusive evidence of the receipt of the premium by the insurer. *Anderson* v. *Thornton*, 8 Exch., A. D. 1852.

Where fraudulent misrepresentations are pleaded avoiding the policy, the plea is good, though return of premium be not offered. *Blaeser* v. *Milwaukee M. Mut. Ins. Co.*, 19 Am. R.

§ 321. *Cases where loss paid may be recovered back.*

If, after loss has been paid, the insurers discover that there was fraud in the original contract, or that there were circumstances attending the loss which, if known at the time the loss was claimed and paid, would have justified their resisting the demand, they may, it appears, maintain an action

[1] *Anderson et al.* v. *Thornton*, 1853, 8 W. Hurlst. & Gordon. Where risk (marine) never attached, if no fraud be, assured is entitled to return of premium as money had and received. The policy is conclusive of the receipt of the premium by the insurer.

for money had and received to their use, to recover back the sum improperly demanded and paid; but if at the time they paid the money they knew, or might upon inquiry have been informed of the grounds upon which they could have resisted the claim, they cannot afterwards recover it back, for this would open a door to infinite litigation. It seems too, as Mr. Sergeant Marshall conceives,[1] that even after the insured has recovered the loss by process of law, the insurers receive intelligence of fraud which they could not possibly have known whilst the suit was depending, they may in that case maintain an action to recover back the money.[2] If money be actually paid, it cannot be recovered back without proof of fraud, but a promise to pay, as by an adjustment, is not binding, unless founded on a previous liability. *Herbert* v. *Champion*, 1 Camp. 134.

These observations, though applied by the learned sergeant to marine insurances, appear to be equally applicable in principle to insurance against fire.

Adjustment under a policy if by error (money not paid) may be corrected. *Herbert* v. *Champion*, 1 Camp. If the money be paid, unless there be fraud, it cannot be recovered back in England. *Ib.*

If the underwriter pays a loss on a policy, and afterwards finds that a warranty was not complied with, he may recover back the money paid. 1 Term R. 343.

§ 322. *Actions of damages.*

An insurance company after fire at insured's factory resisted paying, accumulating law process after law process against assured, whereby he was prevented getting possession of his machinery in so far as saved, and lost chance to sell it, or to set to work again. The insurers, after the fire, took the *sauvetage* into their possession, putting part of it into a locked place. The insurers were held liable for damages to some of the things so taken by insurers into their possession—26,000 francs; also for *procedures abusives*, 5,000 frs., besides insurance money. The insurance company contended that, as to damages, 5,000 francs, it could not be made pay them, the only damages for *retard* to pay money being the interest. But it was held that damages had been lawfully allowed. Cour de Cassation, 13th January, 1873, p. 148 J. du Pal. of 1873. This is called *jurisprudence constante* by the Reporters. As to the damages for depreciation, they were allowed, too, though the *assuré* allowed the company to take possession. It was held that a *mandat tacite* had been by the assured to insurers, and that the latter had to *veiller*. Yet the *mandat* was not *salarié*.

[The End.]

[1] 2 Marsh. 740; *Bilbie* v. *Lumley*, 2 East 469.

[2] Emerigon, chap. iv, s. 6.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 27.

Judicial Abandonments.

David Courchène, trader, l'Avenir, June 23.

Curators appointed.

Re Hormidas Barrière.—Bilodeau & Renaud, Montreal, joint curator, June 19.

Re Joseph Daigneau.—Bilodeau & Renaud, Montreal, joint curator, June 19.

Re Bernadin Desbiens, trader, Hébertville.—H. A. Bedard, Quebec, curator, June 17.

Re T. A. Duval & Co.—Bilodeau & Renaud, Montreal, joint curator, June 20.

Re Henry Gardner, trader, St. Ferdinand d'Halifax.—H. A. Bedard, Quebec, curator, June 23.

Re Adélard Gravel.—C. Desmarteau, Montreal, curator, June 23.

Re H. B. Lafleur, Ste. Adèle.—Kent & Turcotte, Montreal, joint curator, June 18.

Re Ida F. Tenney, Montreal.—A. F. Stevenson, Montreal, curator, June 23.

Dividends.

Re J. Bte. Adam.—First dividend, payable July 16 C. Desmarteau, Montreal, curator.

Re F. Barbeau, Montreal.—First and final dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re François Bourgoing, trader, Tadoussac.—First and final dividend, payable July 13, N. Matte, Quebec, curator.

Re Naz. Caron, trader, Fraserville.—First and final dividend, payable July 14, H. A. Bedard, Quebec, curator.

Re Alfred Corbeille, trader, Salaberry de Valleyfield.—Dividend payable on proceeds of immovables, R. S. Joron, Salaberry de Valleyfield, curator.

Re Napoléon Desjardins, baker, Pointe au Pic, Malbaie.—First and final dividend, payable July 13, N. Matte, Quebec, curator.

Re Dame Alice Wesley, (A. Rae).—First dividend, payable July 14, H. T. Cholette, Montreal, curator.

Re Napoléon Dubuc, St. Isidore.—First dividend,

payable July 15, Kent & Turcotte, Montreal, joint curator.

Re Dumas & Lortie, Hébertville.—First and final dividend, payable July 14, H. A. Bedard, Quebec, curator.

Re Joseph A. Gendron.—First and final dividend, payable July 8, R. Stuart, Montreal, curator.

Re D. Gingras, Ste. Angèle.—First and final dividend, payable July 15, A. Girard, Montreal, curator.

Re N. Girouard, St. Guillaume.—First and final dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re Jérémie Joanette.—First dividend, payable July 15, C. Desmarteau, Montreal, curator.

Re Hormisdas Latour.—First and final dividend, payable July 16, C. Desmarteau, Montreal, curator.

Re Joseph Lecompte, Ste. Monique.—First and final dividend, payable July 10, Bilodeau & Renaud, Montreal, joint curator.

Re Nap. Tétreault, jr.—First dividend, payable July 13, C. Desmarteau, Montreal, curator.

Re Z. Turgeon, Montreal.—First dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Minutes transferred.

Minutes of late P. P. S. Bertrand, N.P., parish of St. Mathias, transferred to E. P. Bertrand, N.P., Chambly Basin.

Separation as to Property.

Mary Ann Goodfellow vs. John David Boyce, trader, Lachute, June 22.

Jeannette Landon vs. Gabriel Lewis, trader, Montreal, June 9.

Quebec Official Gazette, July 4.

Judicial Abandonments.

John Otto Osler, Quebec, June 26.

Joseph C. Lapointe, trader, St. Jérôme, June 30.

Curators appointed.

Re Malvina Huberdeault (C. Lamoureux & Co.), Coaticook.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, June 27.

Re Berti & Tourangeau, Quebec.—D. Arcand, Quebec, curator, June 30.

Re G. Lewis & Co., wholesale importers.—A. W. Stevenson, Montreal, curator, June 30.

Re James Millar.—Millier & Griffith, Sherbrooke, joint curator, June 23.

Re Robert Price.—Millier & Griffith, Sherbrooke, joint curator, June 23.

Re Radford Bros. & Co., Montreal.—C. R. Black, Montreal, curator, July 2.

Re E. W. Tobin, Brompton Falls.—Royer & Burrage, Sherbrooke, joint curator, June 27.

Dividends.

Re Arpin & Bergeron.—First and final dividend, payable July 21, C. Desmarteau, Montreal, curator.

Re François Godbout, jr., St. Aimé.—First dividend, payable July 30, A. A. Taillon, Sorel, curator.

Re Pierre Avila Gouin, hardware merchant, Three Rivers.—Third and final dividend (11c.), payable July 15, John Hyde, Montreal, curator.

Re Kelly Bros., Joliette.—First and final dividend, on proceeds of immovable, payable (to mortgage creditors only) July 20, Kent & Turcotte, Montreal, joint curator.

Re Lonergan Brothers, Montreal.—First and final dividend, payable July 20, A. Lamarche and L. S. Olivier, Montreal, joint curator.

Re Joseph Massé, Three Rivers.—Dividend, payable July 20, C. Desmarteau, Montreal, curator.

Re Pierre Rhéaume.—First and final dividend, payable July 18, A. Lemieux, Levis, curator.

Re W. Sicotte.—First dividend, payable July 22, C. Desmarteau, Montreal, curator.

Quebec Official Gazette, July 11.

Judicial Abandonments.

F. M. Déchêne & fils, dry goods merchants, Quebec, July 7.

Jos. Meloche, Montebello, June 27.

Quevillon & Lamoureux, Coaticook, July 2.

Curators Appointed.

Re Gaudias Bernier.—C. Desmarteau, Montreal, curator, July 4.

Re David Courchesne, l'Avenir,—Kent & Turcotte, Montreal, joint curator, July 6.

Re Hubert Larose, Montreal,—Kent & Turcotte Montreal, joint curator, July 7.

Re Napoléon Leroux, Montreal,—Kent & Turcotte, Montreal, joint curator, July 3.

Re Roch Lauzon, hotel-keeper,—L. G. G. Beliveau, Montreal, curator, June 26.

Re Joseph Meloche, Montebello,—L. G. G. Beliveau, Montreal, curator, July 6.

Dividends.

Re J. B. Cantin *et al*,—First and final dividend, payable July 28, C. E. L. Desaulniers, Montreal, curator.

Re Etienne Beauchemin,—Second and final dividend, payable July 31, C. Milot, Ste. Monique (Nicolet county) curator.

Re Amedée Gagnon, Rivière Ouelle.—First and final dividend, payable July 27, N. Matte, Québec, curator.

Re F, X. Lamer.—First dividend, payable July 20, Bilodeau & Renaud, Montreal, joint curator.

Re L. H. Mineau, Louiseville.—First and final dividend on proceeds of lot 770, payable (to mortgage creditors only) July 30, Kent & Turcotte, Montreal, joint curator.

Re Joseph Noel, junk dealer, Quebec,—Final dividend, payable July 27, N. Matte, Quebec, curator.

Re Absalon Thouin.—First dividend, payable July 19, Bilodeau & Renaud, Montreal, joint curator.

Re J. E. Turgeon, Sherbrooke.—First and final dividend, payable July 28, H. A. Bedard, Quebec, curator.

Appointment.

M. Lavoie, N. P., and C. G. Beaudoin, to be joint registrar for the registration division of the county of Joliette.

Quebec Official Gazette, July 18.

Judicial Abandonments.

William Francis Bower, trader, Malbaie, June 27.

Craig & Sons, electricians, Montreal, July 10.

Dame D. A. Blais, St. Moise, Rimouski. July 13.

Maclean, Shaw & Co, furriers, Montreal, July 10.

Antoine Paquet, trader, Quebec, July 13.

Curators Appointed.

Re L. E. J. Dion, Montreal.—Kent & Turcotte, Montreal, joint curator, July 14.

Re Alphonse Gaboury, Montreal.—Kent & Turcotte Montreal, joint curator, July 11.

Re Joseph C. Lapointe, trader, St. Jérôme,—Lamarche & Olivier, Montreal, joint curator, July 13.