The Legal News.

Vol. X. APRIL 30, 1887. No. 18.

By the death of Mr. C. E. Schiller, the Montreal Court House loses another of its venerable officials. Mr. Schiller entered the office of the Clerk of the Crown and Clerk of the Peace in 1834, and had completed 53 years' service. He was a valuable assistant to a long line of judges and crown prosecutors, being a very fair illustration of what Bacon says: "An ancient clerk, skilful in precedents, wary in proceeding, and understanding in the business of the court, is an excellent finger of a court, and doth many times point the way to the judge himself."

The *Harvard Law Review*, published by the Harvard Law Review Publishing Association, makes a distinguished appearance in its first number (April), the paper and type being very superior, and the contents creditable. This publication replaces one that has just died, the *Columbia Jurist*, which was brought to an untimely end by a species of dishonesty too common, viz., the neglect and refusal, of those who had subscribed, to meet their engagements. The *Boston Law Record*, the *Kansas Law Journal*, and some others appear to have recently suffered the same fate.

The Supreme Court of Ohio, has made an order reciting the death of the Hon. W. W. Johnson, late a member of the Court, and the desire of his colleagues that some appropriate tribute be paid to his memory, and that five members of the bar be appointed to prepare a memorial sketch of his life and services, for insertion in the next volume of the reports of the Court. This looks like the commencement of a system of biography with which the reports should not be incumbered.

Mr. Joseph Frémont, advocate, has issued in pamphlet form his *thèse* on *Le Divorce et la Séparation de Corps*, in the law faculty of Laval University. The subject is carefully treated. The first part refers to divorce among the Romans, in France, England, and Canada. In the second part, the writer proceeds to consider *séparation de corps*, the grounds on which it is decreed, the procedure, effects, &c.

The *Jurist* is the title of a new monthly journal established in London, England, for law students and the profession, under the editorial charge of Mr. R. M. Stephenson, L.L.B. The contents are varied, including notes of cases, articles and miscellaneous topics. A good deal of attention is given to subjects especially interesting to students.

SUPERIOR COURT.

AYLMER (Dist. of Ottawa), April 22, 1887.

Before WÜRTELE, J.

SCHARF v. SCHARF.

Security for costs—Non-resident plaintiff.

HELD:—*That when a non-resident plaintiff has described himself as domiciled in the Province, and an application for security for costs has not been made within the four days from the return of the action, security will not afterwards be ordered unless it appear that the application is made within four days of the knowledge acquired by the defendant of the plaintiff's absence, or with due diligence.*

PER CURIAM.—This suit was instituted in October 1885, over eighteen months ago. The plaintiff is a first cousin of the defendant and described himself as of the Township of Templeton, in the district of Ottawa. Issue was duly joined, and the parties have proceeded to proof; the plaintiff closed his enquête on the 3rd of February last, and the defendant is now proceeding with his.

The defendant now moves for security for costs, inasmuch as it would appear from the affidavits produced with the motion that the plaintiff does not reside in the province of Quebec. The affidavits state that the plaintiff resides, and has been residing from a period anterior to the institution of the action, in the province of Ontario; but nothing is

brought to show when the defendant acquired a knowledge of this fact.

When the plaintiff resides without the province at the time he brings his action, and so describes himself, the application for security for costs must be made within four days from the return. When the plaintiff, although a non-resident, describes himself as an inhabitant of the province, or when he leaves the province after the institution of the action, the application must be made within four days of the knowledge acquired by the defendant of such fact, or with due diligence after that period when he can show a good reason for not having made it sooner.

In this case it is not shown when the defendant became aware of the plaintiff's non-residence, and no proof is made of diligence. The motion cannot therefore be granted.

The judgment was entered as follows :—

"Seeing that the defendant shows, by the affidavits filed in support of his application for security for costs, that the plaintiff resided before the institution of the action in the province of Ontario, and that it does not appear that the defendant has only recently had knowledge of his absence and has made his motion within four days of his having obtained such knowledge, or at least with due and proper diligence, the Court doth reject the said motion, with costs."

A. McConnell, for plaintiff.

Rochon & Champagne, for defendant.

SUPERIOR COURT.

AYLMER (District of Ottawa), April 26, 1887.

Before WURTELE, J.

FOLCHER v. LABLOUGLIE.

Costs—Unnecessary evidence.

HELD :—*That costs of enquête will not be allowed when testimony is unnecessary.*

PER CURIAM.—The plaintiff has sued to recover the amount of two promissory notes written and signed by the defendant; and the defendant has filed a plea of general denial, but without an affidavit denying the signatures, or alleging that the notes are not genuine.

The plaintiff inscribed for proof, and counsel at enquête appeared for both parties. The plaintiff produced a witnes, (who was examined and cross-examined by the counsel at enquête), merely to declare that in his opinion, from his knowledge of the defendant's writing, the signature to the notes was that of the defendant.

Article 145 of the Code of Civil Procedure enacts that every denial of the signature to a promissory note must be accompanied with an affidavit of the party making the denial or of his agent or clerk, and article 1223 of the Civil Code declares that if the party against whom a private writing is set up do not formally deny his signature in the manner I have just mentioned, such signature is held to be acknowledged. Then article 1222 of the Civil Code says that writings so held to be acknowledged shall make proof between the parties as authentic writings.

In the present cause the plaintiff's case was made out without any enquête having been necessary. The enquête made was therefore supererogatory. Now proceedings which have no useful object should not be allowed for the mere purpose of swelling costs; and I consequently disallow all costs connected with the enquête which was made in this cause.

Judgment for the plaintiff, with interest and costs of suit, but excluding from such costs all costs of enquête.

F. A. Beaudry, for plaintiff.

Rochon & Champagne, for defendant.

CIRCUIT COURT.

PORTAGE DU FORT (DISTRICT OF OTTAWA).

Feb. 26, 1887.

Before WURTELE, J.

WAUGH et al. v. PORTEOUS, and MONGRAIN, Opposant.

Security for costs—Non-resident plaintiff contesting opposition.

HELD :—*That a non-resident plaintiff contesting an opposition cannot be compelled to give security for costs.*

The opposant moved that, inasmuch as the plaintiffs who had contested the opposition

did not reside within the province, they should be ordered to give security for the payment of costs.

PER CURIAM. The plaintiffs obtained judgment against the defendant and seized certain goods and furniture which his wife claims to be hers, and the plaintiffs contest her opposition.

The opposant has moved that the contestants be required to give security for costs, and that the proceedings be stayed until they do so.

Article 29 of the C. C. provides that every person not resident in Lower Canada, who brings or institutes any action, suit, or proceeding in its courts, is bound to give the opposite party security for the costs which may be incurred in consequence of such proceeding.

As to whether, under this article, a plaintiff contesting an opposition is bound to give security for costs, opinions seem to be divided, and judgments have been given both for and against. After examining the various judgments on the point which have been reported, I prefer to follow the opinion of the late Mr. Justice Smith, in the case of *Morrill & McDonald*, 6 L. C. J. 40, that he is not bound to do so.

The article of the C. C., already cited, is taken from sec. 68, of ch. 83 of the C. S. L. C. which provided that "in all actions, oppositions, and suits prosecuted before the courts in Lower Canada, by any person residing without Lower Canada, the defendant, or other party concerned, may demand security for the payment of his costs in case the plaintiff or prosecutor should fail in his action, opposition, or other suit." Under this section it is clear that an opposant could be compelled to give security for the costs incurred in consequence of his opposition, but that he could not require security from any party contesting his opposition. The article of the Code, although not reproducing the exact words, was intended, as appears from the report of the codifiers, to reproduce the provisions of this section.

Any stranger, or rather any non-resident, seeking to establish a right in our courts, is required by our law to give security to the party against whom he claims such right, and this applies to an intervener and to an opposant, as well as to a plaintiff. But, once a right has been judicially recognized, it seems to me that our law does not require security to be given for the costs, direct or incidental, to be incurred in enforcing such right.

I find the following authorities on this point:—

Sirey, Codes Annotés, article 16, No. 7: l'étranger poursuivant une expropriation forcée n'est pas tenu de fournir la caution *judicatum solvi*. Poncet, Traité des Actions, No. 173: il en est de même s'il ne fait que poursuivre l'exécution d'un titre paré, c'est-à-dire revêtu de la formule exécutoire; car il ne s'agit plus pour lui de réclamer un droit litigieux, mais d'exercer un droit acquis.

In this case, the plaintiff's right has been judicially recognized, and they are seeking to enforce it. It is the opposant who is now seeking to establish a right which the plaintiffs contest. They occupy the same position as a defendant who denies a right claimed against him, and who, not seeking, but resisting, is not bound, and should not be called upon to give security. Then again, the end sought by the contestation is the enforcing of a right which has been judicially recognized, and the costs are incidental to the execution of the judgment obtained.

I am of opinion that the opposant is not entitled to security from the plaintiffs, and I reject the motion.

Motion dismissed.

D. R. Barry, for opposant.
C. P. Roney, for plaintiffs contesting.

SUPERIOR COURT.

MONTREAL, Feb. 12, 1886.

Before JOHNSON, J.

TANSEY v. GRAHAM.

Libel—Private and public capacity—Expression of opinion by an elector of a public man.

The libel complained of was contained in a letter written by the defendant during an epidemic of small-pox, representing that the plaintiff was a cipher on the Board of Health of Montreal.

The learned Judge, in his charge to the special jury, observed:—

The case has taken a very wide range indeed, and latterly, a very impracticable tone, not intended, I suppose, to lead the judgment of the jury astray from the very simple questions of fact which were submitted to them. The case is not void of public interest and importance, but it is possible to exaggerate the importance of all cases. It strikes me with amazement that, at the close of the nineteenth century, in a country where free institutions prevail, it should be necessary to take up the time of a Judge and Jury with the hearing of twenty-one witnesses on one side and seven on the other, to say nothing of the addresses of the counsel and the charge of the Judge, to ascertain the character of a letter, and whether the defendant was within his right in publishing it. The plaintiff complains that he has been libelled. The defendant says, "No "such thing, I never libelled you in your pri- "vate character. I have said nothing about "it. If you wanted to guard your private "character, you should have stayed at home; "but you came out of your privacy and sought "a public position. I'm an elector and have "some rights as such. I have a right to ex- "press my opinion; so long as I do not do so "in scandalous or improper language, the "law will protect me." And so it will, if what he says is true. Little would any country be fit to live in, if the law were not so.

The plaintiff undertakes in his declaration to explain what he thinks the letter means, and he says that when the defendant calls him a cipher on the Board of Health, he means that he is an imbecile. But the letter does not, evidently. Nor does it mean, when it says that the Board should be strengthened that, as the plaintiff asserts, he would be the cause of the continuance of the prevalence of small-pox, and a visitation of cholera. All I can say is that those are not the meanings as far as I can judge. However, this is a question of fact for you to decide. I think the construction sought to be put upon the letter, is most improper, and one which the words do not bear. As to the second letter, it was never published at all, but was a private communication.

Now we have to consider what was the meaning of the letter itself. The law at all times has drawn a wide distinction between libel and slander respecting private character; and criticisms, no matter how severe, as long as they are fair, upon men in their public capacity. In the one case, the law imposes a strong check. But the tendency of all modern cases has been that, where the intention of the writer is honest, where the criticism is intended to be and is fair, the writer is protected by the law, even if his opinion be mistaken. The rule seems to be that the private character is sacred. But as for public men and their conduct, if we could not discuss them freely, we would become a nation of slaves. Such discussion, even if it does hit rather hard sometimes, or use strong expressions, is not a breach of the law. In this case, I have not heard a suggestion that there has been any private or malevolent purpose to serve. The defendant was an elector and the plaintiff a public man seeking re-election as Alderman. The defendant had the same right and the same duty as all of us to see at that critical time that power should be held only by the safest and most competent men. If the defendant's motives were honorable and his object pure, if he sought the public good and nothing else, he is within the protection of the law. If you believe that he was acting for a public end, do not, because of the eloquence of the counsel for the plaintiff, say that he is a libeller, and a dishonest libeller. The law overlooks the mere severity of such criticism, so long as it is not opprobrious, insulting or indecent.

As to the expression "cipher" used, it is perhaps exaggerated; but I see nothing indecent or insulting. It is true that the expression reduces the estimate of the plaintiff to the lowest point, but, even if not true, it is not necessarily punishable. If the motive were pure, and the letter written for the public good, the defendant was within his right; and to say otherwise, would be to make us a nation endowed with the forms of freedom but deprived of the means of using it.

You have heard the evidence, but remember this—that when the defendant accuses the plaintiff of being a nonentity on the Board Health, the latter cannot excuse himself by

proving zeal on other occasions. No one can fairly doubt that the letter was a strong expression of opinion, by an elector, of a public man, and, in the fulfilment of his right as a citizen.

It is to you, however, and not to me that the law defers the duty of deciding in this case. I have given you the law. The facts are entirely left with you, and my view need not necessarily be your view.

The jury found for the defendant.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Insolvency—Acts of Assignee.

HELD,—That creditors, by assenting to and ratifying a deed of assignment by an insolvent trader, do not become liable to warrant the acts of the assignee. They do not act jointly and severally in appointing a common mandatary, but each simply gives his sanction, *quoad* his individual interest, to the appointment of the assignee by the insolvent as his agent and administrator. And so, where the assignee sold the stock of an insolvent, and the purchaser was unable to obtain possession, it was held that an action of damages did not lie by the purchaser against creditors who had assented to the appointment of the assignee. *Marchildon*, Appellant, and *Denoon et al.*, Respondents, Dec. 31, 1886.

Railway Company — Expropriation—Failure of Company to comply with legal formalities —Rights of Proprietor.

HELD,—Where land has been taken by a Railway Company without observing the formalities prescribed by the Railway Acts, for the expropriation of lands for the use of the railway, that the owner is entitled to oppose the sale of such land under an execution against the railway company, and to claim its withdrawal from seizure by an opposition *à fin de distraire*. *Brewster*, Appellant, and *Mongeon*, Respondent, Jan. 19, 1887.

Sale — When goods cease to be at risk of Vendor—Inferiority of quality—Right of Purchaser to recover difference in value.

HELD,—Where flour was sold at Toronto, Ontario, to a purchaser in Sherbrooke, province of Quebec, at $4.85 per barrel delivered at Sherbrooke and Arthabaskaville, that the flour was at the risk of the vendor until delivered, and that the purchaser (who had paid cash and who did not examine the flour until a quantity had been sold in small lots to his customers,) was entitled to recover from the vendor the difference in value between flour of the quality ordered and that which had been received. *Taylor et al.*, Appellants, and *Gendron*, Respondent, March 22, 1887.

Imputation of Payments—C.C. 1161 — Note discounted by Bank—When held to be paid.

HELD,—That the rule contained in Art. 1161 C.C. (that the imputation of payment is made upon the oldest debt) applies to an account between a bank and a customer; and so, where the amount of a note discounted by a bank for the endorser was charged on maturity to the endorser's account, and the deposits subsequently made by the endorser, as shown by the books of the bank, were more than sufficient to cover his indebtedness to the bank at the time the note matured, such note must be held to have been paid, and the bank has no action thereon against the maker who has paid the endorser (but without obtaining possession of the note); and the fact that the endorser's aggregate indebtedness to the bank has continued to increase does not affect the question of payment of the note referred to, in the absence of a reserve of recourse by the bank thereon. *Cleveland et al.*, Appellants, and *Exchange Bank of Canada*, Respondent, January 21, 1887.

Principal and agent—Money deposited by lender with her notary—Responsibility for default of notary—Evidence.

Held, Where the amount of a loan was deposited by the lender with her notary, with instructions to hold it until the obligation to be given for it was executed and registered, that the responsibility for the default of the notary to pay over a portion of the money must fall upon the lender; and it made no

*To appear in Montreal Law Reports, 3 Q. B.

difference whether the notary was to pay over the amount to the borrower, or (as in the present case) was to apply it to the discharge of certain debts in accordance with a list furnished to him by the borrower.

2. That the borrower's acknowledgment in the deed that he had received the whole amount, might be contradicted by the lender's admission that she had paid the money to her notary, and the notary's admission that he had not paid over a portion of the amount. *Webster et al.*, appellants, and *Dufresne et al.*, respondents, Feb. 22, 1887.

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*SUPERIOR COURT—MONTREAL.**

Recovery of money paid by error—C.C. 1047, 1140—*Allegations of action—Compulsion.*

Held, That assessments voluntarily paid, in accordance with a duly homologated assessment roll, cannot be recovered from the corporation, without alleging specially that the payment was made through error of law or of fact. The sending of a tax bill, accompanied by notice that if the same be not paid within fifteen days execution will issue, does not constitute compulsion. *Haight* v. *City of Montreal*, and *Nichols* v. *City of Montreal*, Loranger, J., Jan. 31, 1887.

COUR DE CASSATION (CH. CIVILE).

15 février 1887.

Présidence de M. BARBIER, premier président.

GROUSSET v. CONSORTS MABELLY.

Action possessoire—Mur—Fond de droit—Motifs—Cumul du pétitoire et du possessoire.

Cumule le pétitoire et le possessoire le jugement qui, bien que ne statuant par son dispositif que sur la possession, se fonde sans s'attacher au fait matériel et aux caractères légaux de la possession sur des motifs exclusivement tirés du fond du droit.

Il en est ainsi spécialement du jugement qui, pour déclarer et maintenir une partie en possession d'un mur litigieux, se fonde uniquement sur l'existence même du mur et sur ce qu'il n'était susceptible d'aucun autre mode de possession.

Les consorts Mabelly sont propriétaires d'un terrain de 3 ares, clos de murs, dans lequel se trouve le tombeau de leur famille, près de Nîmes. En 1851, le sieur Grousset, dont la propriété confine à l'ouest à ce terrain, a démoli le mur séparatif. Les consorts Mabelly l'ont aussitôt assigné au possessoire devant M. le juge de paix pour faire reconnaître leurs droits de possesseurs du dit mur, et faire cesser le trouble provenant de sa démolition. Le juge de paix a fait droit à leur demande, et en les reconnaissant et maintenant, par le dispositif de sa sentence, en possession du mur litigieux, en a ordonné la reconstruction aux frais de Grousset. Sur appel de ce dernier, le Tribunal civil de Nimes a rendu, le 25 février 1886, le jugement confirmatif dont la teneur suit :

"Attendu qu'il est établi par le jugement dont est appel que le mur qui a été démoli par Grousset clôturait à l'ouest les 3 ares de terrain dans lequel se trouve le tombeau de la famille Mabelly ;

"Attendu, dès lors, que la possession annale de ce mur au profit des intimés est justifiée ; que cette possession résulte en effet de l'existence même du mur qui n'était susceptible d'aucun autre mode de possession, et que, par suite, l'appel est infondé et doit être rejeté ;

"Par ces motifs,

"Et adoptant les motifs du premier juge ;

"Démet Grousset de son appel ; confirme la décision attaquée."

Grousset s'est pourvu en cassation contre ce jugement, à l'encontre duquel il a formulé le grief suivant :

"Violation des art. 23 et 25 C. pr. civ., et 7 de la loi du 20 avril 1810, en ce que le jugement attaqué, sans répondre aux conclusions de l'exposant, a accueilli une action en complainte à raison de la démolition d'un mur sous l'unique prétexte que ce mur clôturait par un côté un terrain appartenant aux demandeurs, lesquels ne justifiaient d'aucun acte de possession."

Ce pourvoi a été accueilli par l'arrêt suivant de la Chambre civile :

LA COUR,

Sur l'unique moyen :

Vu l'art. 25 C. pr. civ. ;

* To appear in Montreal Law Reports, 3 S. C.

Attendu que, pour accueillir l'action en complainte possessoire, le jugement attaqué, au lieu de s'attacher au fait matériel et aux caractères légaux de la possession, s'est uniquement fondé sur ce que le mur litigieux clôturait à l'ouest 3 ares de terrain appartenant à la famille Mabelly ; qu'il fait résulter la possession de ce mur au profit des consorts Mabelly, de son existence même et qu'il déclare qu'il n'était susceptible d'aucun autre mode de possession ;

Attendu que ces motifs sont exclusivement tirés du fond du droit, qu'il suit de là que le jugement attaqué, en statuant comme il l'a fait, a accumulé le pétitoire et le possessoire et par suite, violé l'art. 25 C. pr. civ. ;

Par ces motifs,

Casse.

BLACKMAIL.

On écrit de Bordeaux :

M. Georges Laroze, greffier du tribunal de commerce de Bordeaux et frère de l'ancien sous-secrétaire d'Etat, était depuis quelque temps en butte aux attaques les plus violentes, en raison de ses fonctions, dans le *Réveil bordelais*, qui l'accusait, entre autres choses, de ne présenter au tribunal que les causes des gens qui le payaient largement.

Un certain Marty, auteur de ces articles, lui proposa de cesser, moyennant quinze cents francs, toute polémique et toute révélation. M. Laroze repoussa ces offres avec indignation, et aussitôt parut dans le *Réveil* un article plus violent encore que les autres. Cette fois, l'honorable M. Laroze intenta au *Réveil* un procès pour diffamation et tentative de chantage, et il se porta partie civile.

L'affaire est venue hier devant la cour d'assises de la Gironde. L'avocat de la partie civile, l'avocat général, et le président de la cour se sont trouvés d'accord pour flétrir avec énergie la presse à scandale. Ce n'est pas, ont-ils dit entre autres choses, un procès de presse ou de tendance que le procès d'aujourd'hui. La presse, la vraie, tout le monde la respecte ; mais peut-on appeler journalistes des maîtres chanteurs et journal une officine de chantage et de scandale ?

M. Georges Griffé, dit Leryant, directeur du *Réveil*, assistait au procès en qualité de témoin. Après l'avoir vertement tancé, M. le président Rozier, se tournant vers le banc des journalistes, s'est écrié :

"Vous faites là une vilain métier ; il n'est pas un des jeunes gens assis à cette table qui ne considérerait comme une injure d'être appelé votre confrère."

Le jury a rapporté un verdict affirmatif sans circonstances atténuantes.

Maurel, gérant du *Réveil bordelais*, est condamné à six mois de prison, 2,000 fr. d'amende, 2,000 fr. de dommages-intérêts et à l'insertion du jugement dans tous les journaux de Bordeaux, et en première page du *Réveil* lui-même.

Marty, auteur des articles, qui fait defaut, est condamné à quatre mois de prison, 1,000 fr. d'amende et 1000 fr. de dommages-intérêts. —*Gaz. du Palais.*

QUEER CLIENTS.

The chief clerk of a leading firm in New York, gives some notes of his experience with suitors. "The reception room," he says, "has many queer people in it at times. There are a set of cranks of the most annoying kind, who make the rounds of the leading law firms in the city. They are born litigants. Some of them have money ; but most of them have none. Whenever a man comes into an office for the first time and unrolls an old map or any other document, with the yellow tint of age on it, the guns are at once trained on him. Mistakes are sometimes made. It does not always do to size up a man from appearances. My resignation was asked once because I sat down hard on a client who could sign his check for a million, but looked like a tramp. That's one serious drawback ; millionaires do not always look like it. The people who own half the city and can prove it, and those who are interested in inventions and patents are the hardest to get rid of. If they can get hold with an eyelid they will never let go. They have plausible stories all, and insist on seeing the head of the firm. Sometimes they do get an audience, and as long as they pass the outer gate, he thinks they are all right, and takes an interest in the

business. One smart fellow got us to bring a suit for damages against a well-known business man. Our client had documentary proof that made a splendid case, and would have stood in any court, but when the case came to trial, it was shown that the people and facts were drawn from his own imagination, and the case was thrown out of court, It was the third time he had fooled a lawyer, but as he paid for his fun, no hearts were broken. The women clients of this kind are the most troublesome. They insist on seeing the head of the firm without telling their business to any one else. To tell them a little lie about his being out is no good, for they will sit the whole day, if necessary, to test the statement. There are three or four women who have money, and spend their time going the rounds of the prominent lawyers, trying to enlist them in some imaginary suit. They will put up a retainer if asked to, but woe be to the man who takes it. A trip to Europe is the only means of escape. They will bring a suit on the slightest pretence, but usually there is no ground for complaint. The desire to litigate seems to be overpowering. One of the women visits the courts regularly, has picked up a good knowledge of law, and can ask questions that would make the oldest practitioner scratch his head. Nearly all these peculiar people are eccentric or mentally unsound, and most of them really believe they have been injured and are entitled to redress. At one time, there were several fine-looking women who sought to get an audience with first-class lawyers, as well as business men, for blackmailing purposes, and it is a rule in some offices that strange women are never seen by any member of the firm except when witnesses are present. It is a peculiar thing that women clients, who have legitimate business in court, form a violent antipathy against any one who is opposed to them, and do not hesitate to make known their intense hatred by word and manner."

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 23.

Judicial abandonments.

D. J. Rees, trader, Montreal, April 18.

Curators appointed.

Re P. G. Delisle, Quebec.—V. W. Larue, Quebec, curator, April 18.

Re Julie E. A. Mongrain (Porteous & Co.), Bryson.—W. G. Leroy, Bryson, curator, April 15.

Re Joseph B. Dubuc.—F. A. St Laurent, Quebec, curator, April 18.

Re Max Kert, district of Ottawa.—W. A. Caldwell, Montreal, curator, April 15.

Re J. Adhémar Martin, trader, Rimouski.—H. A. Bedard, Quebec, curator, April 19.

Re Eutrope Rousseau, dry goods merchant.—H. A. Bedard, Quebec, curator, April 15.

Dividends.

Re Théophile Bélanger, St. Jean.—Final dividend, payable May 16. Kent & Turcotte, Montreal, curator.

Re D. Chaput, St. Hyacinthe.—Final dividend, payable May 16. Kent & Turcotte, Montreal, curator.

Re James Cullens, Montreal.—Final dividend, payable May 10. Fulton & Richards, Montreal, curator.

Re Exilda Bougie (Mrs. D. Leonard), Montreal.—Final dividend, payable May 16. Kent & Turcotte, Montreal, curator.

Re C. E. Fournier, Montreal.—Final dividend, payable May 16. Kent & Turcotte, Montreal, curator.

Re P. Neveux, Terrebonne.—Final dividend, payable May 16. Kent & Turcotte, Montreal, curator.

Re Arthur Toupin, Montreal.—First and final dividend, payable May 11. C. Desmarteau, Montreal, curator.

Separation as to property.

Marie Albina Corbeil vs. Leon Gagnon, St. Leonard de Port Maurice, farmer, March 7.

Philomène Parmentier *dit* Nourri vs. Juste Boucher Sherbrooke, trader, April 19.

Emma Vallee vs. Romuald Piché, Montreal, tailor, April 13.

Sheriff.

Alphonse Couillard, Rimouski, to be sheriff for the district of Rimouski.

GENERAL NOTES.

Rather an amusing point arose in the case of *Grant* v. *Morley*, heard recently before Day and Wills, JJ. The plaintiff had obtained judgment against an elderly maiden lady named Miss Julia Morley, and issued a writ to take the furniture of the house where she lived. Thereupon her sister, Miss Nancy Morley came forward and claimed the furniture as jointly hers, the two ladies being both entitled to it under a gift. Then the sheriff who had seized the goods, being puzzled, went before the judge at chambers, who also was perplexed, not seeing how half a chair or half a table could be sold, and so the sheriff was ordered to withdraw. Upon this the creditor appealed. The Court said, of course, he could not sell the goods, as they belonged to Miss Nancy as well as to Miss Julia, but he could sell the interest of Miss Julia, his debtor, and the purchaser would be "tenant in common" with Miss Nancy. The debtor, Miss Julia, was wrong in disputing the right of the creditor to seize the furniture, for he must seize, in order to sell, though he could not sell the goods, and could only sell the interest of Miss Julia, his debtor. The sheriff must, therefore, seize and sell her interest, and she must pay the costs.—*Jurist*, (London.)