The Legal News.

VOL. XII. NOVEMBER 30, 1889. No. 48.

The Council of the Montreal Section of the bar has unanimously recommended the Hon. Mr. Justice Johnson for the office of Chief Justice of the Superior Court, and a general meeting of the Montreal Section has unanimously approved of the recommendation by the following resolution :—"That this meeting approve of the resolution of the council of this section passed on the 21st November instant, respecting the appointment of the Chief Justice of the Superior Court for Lower Canada, and declare that the appointment of the Hon. Mr. Justice Johnson to such office would be most acceptable to the profession; and that the secretary be instructed to transmit this resolution to the honorable the Minister of Justice." It is rather unusual for the bar to suggest a judicial appointment to the Crown, but this action must be interpreted to indicate the sincere and earnest feeling, generally entertained, that this is emphatically the best appointment that could be made, and that the bar are fully prepared to accept the responsibility of urging it in a manner which can hardly be disregarded by those with whom the appointment rests. It is needless, beside such testimony, to say anything more, except that we trust before these lines reach the eye of the reader, the appointment may have been made in the sense of the resolution quoted.

A good deal has been done of late years in the Court of Appeal to save the time of the bar, and to facilitate the despatch of business. The preparation of a list for the day, for instance, has proved a great boon, which would be even greater if the members of the bar were more careful to keep off the daily list such cases as they are not ready to proceed with when they are called. Some other things are perhaps worthy of consideration. For example, the delivery of judgments is often interposed in the middle of a case, and a number of counsel are required to be in attendance, and prevented from keeping any other engagement, not knowing at what moment they may be called upon to proceed. So, too, all the counsel who have motions for that day are in the same uncertainty. It might be worth while to consider whether a stated time could not be arranged for the delivery of judgments. The Court now sits on Saturday only up to the hour of recess. If the morning were appointed for judgments, and it were understood that motions would stand for Monday, all the present delay and uncertainty would be obviated. Another matter, which does not rest with the bench, should be considered by those members of the bar who have seats in the legislature. It is obvious that a great deal of time is wasted every term in hearing motions for leave to appeal. There seems to be no particular reason why these applications and others of the same nature should not be heard in Chambers before one or more judges. For convenience, the Court-room might be used, and an hour once a week appointed for the hearing of such applications. The appeal, where the petition was granted, would be facilitated, and the time thus saved would often suffice for the hearing of four or five cases on the merits — an economy which in the course of the year would make a perceptible difference in the roll.

*COURT OF QUEEN'S BENCH—MONTREAL.**

Mercantile agency—Incorrect report of standing —Communicated to subscriber—Privilege.

Held :—(Affirming the decision of Wurtele, J., M. L. R., 3 S. C. 345), That persons carrying on a mercantile agency are responsible for the damage caused to a person in business by an incorrect report made by them concerning his standing; and that such report is not privileged though it be only communicated confidentially to a single subscriber to the agency, on his application for information. A communication relating to purely civil matters (as in this case), to be privileged, must be based on the truth of the facts to

* To appear in Montreal Law Reports, 5 Q. B.

which it relates.—*Dun & Cossette,* Dorion, Ch. J., Tessier, Cross, Church, Bossé, JJ. (Cross, J., diss.), March 26, 1889.

Prohibition, Writ of—When it may issue—Seizure of goods of Indian — Jurisdiction—Indian Act, R. S. ch. 43, *s.* 78.

Held:—1. A writ of prohibition can be issued from the Superior Court to an inferior tribunal, only when the inferior tribunal is exceeding its jurisdiction, or is acting without jurisdiction.

2. A Commissioner's Court has jurisdiction to hear and determine a cause against an Indian, and to issue a writ of execution upon the judgment rendered in such cause; and the fact that goods have been seized which are by law declared to be exempt from seizure does not justify the issue of a writ of prohibition to the Court from which execution issued.

3. The proper proceeding in such circumstances is an opposition *afin d'annuler.*—*Cherrier & Terihonkow,* Dorion, Ch. J., Tessier, Cross, Church and Bossé, JJ., Feb. 26, 1889.

Aliment—Obligation to furnish—Right of defendant to call in others responsible with him—Costs—Contestation between husband and wife.

Held:—1. That although the obligation to furnish aliment is not indivisible or joint and several, in the ordinary meaning of the terms, yet the person from whom aliment is sought has a right to call into the cause all who may be in law responsible with him for the providing of such aliment.

2. Where the defendant called his wife into the cause, and after the dismissal of the principal action the suit was continued between the husband and wife, and carried to the Court of Appeal notwithstanding that the pecuniary interest was extremely small, and the litigation appeared to be prolonged for the gratification of mutual ill-feeling, the Court has a discretion, under Art. 478, C. C. P., to compensate the costs, and put the parties *hors de cour,* each paying his own costs. —*Mainville & Corbeil,* Cross, Church, Bossé, Doherty, JJ., May 23, 1889.

Responsibility—Art. 1055 *C.C.—Fall of wall—Caused by defect of construction—Damages.*

Held:—1. Where one of the walls of a burned building falls, not solely as a consequence of the fire, but because of an original defect in its construction, the owner is responsible for the damage caused by its ruin.

2. The loss caused by the interruption of the business of a person whose premises have been destroyed by the fall of his neighbour's wall, may be considered in the estimate of damages.—*Evans & Lemieux,* Tessier, Cross, Church, Bossé, Doherty, JJ., Feb. 26, 1889.

Interdiction of party for prodigality during pendency of suit — Continuation of proceedings—Costs.

Held:—1. Where a party to a suit is interdicted for prodigality *pendente lite,* he ceases to be capable of any further proceeding in the cause, and the *instance* must be taken up in his behalf by the curator appointed to him.

2. An intervention in the suit, by the curator, for the purpose of assisting the interdict, is of no effect; and an appeal by the interdict, so assisted by the curator, will be rejected.

3. Where the opposite party has only raised the objection to the irregularity of the proceedings by his factum and argument on the appeal, no costs will be allowed to him on the dismissal of the appeal.—*Greene & Mappin,* Dorion, Ch. J., Cross, Bossé, Doherty, JJ., May 20, 1889.

Malicious proceedings — Damages — Injunction allowed after notice and subsequently dissolved — Prête-nom — Malice — Reasonable and probable cause—Injunction Act, Q., 41 *V. c.* 14.

Held (Cross, J., diss.):—1o. That no action lies for damages resulting from the issue of an injunction, unless such proceeding has been taken maliciously and without probable cause.

2o. That the terms of the Statute, Q., 41 Vict., cap. 14, sec. 4, providing that the writ of injunction shall not issue unless the person

applying therefor first gives good and sufficient security "for the costs and damages "which the defendant, or the person against "whom the writ of injunction is directed, "may suffer by reason of the issue thereof," are not to be construed as giving a right to damages *pleno jure* from the mere fact of the dissolution of the injunction, and without proof that the petitioner for injunction acted maliciously and without probable cause.

3o. That when a temporary injunction is allowed to issue after due notice to the defendant, and when an opportunity is thus afforded him of rebutting the charges contained in the petition for injunction, such defendant cannot subsequently claim damages for the improvident issue of the writ, if he neglect to avail himself of the opportunity of denying these charges before the writ issues.

(*Per totam curiam*):

4o. That the fact of the petitioner for injunction being a *prête-nom* for others, who are not proved to represent an adverse interest or to have acted maliciously, cannot afford any presumption of malice or of want of probable cause against such petitioner.

5o. That in the present case the published statements for the Company gave the respondent reasonable and probable cause for his proceedings.—*Montreal Street Ry. Co. & Ritchie*, Tessier, Cross, Church, Bossé, Doherty, JJ., May 28, 1889.

(Confirmed by Supreme Court of Canada).

SUPERIOR COURT—MONTREAL. *

Bill of exchange—Accommodation draft—Insolvency—Compensation.

On the 25th June, 1888, the defendant accepted G.'s accommodation draft for $249.75 at three months. On the 24th July, 1888, the defendant purchased goods from G. to the amount of $215. On the 26th July, 1888, G. made a judicial abandonment for the benefit of his creditors. On the 26th Sept., 1888, defendant paid the accommodation draft.

In a suit by the curator to G.'s estate for the recovery of the $215, price of goods, defendant pleaded that he was entitled to compensate this sum with the amount he had on the draft for G.'s accommodation.

Held:—1. That the judicial abandonment definitively settles the relative positions of the insolvent and his debtors and creditors;

2. That from the date of the abandonment, all the unsecured creditors acquire the right to be paid by contribution out of the proceeds of the debtor's estate;

3. That compensation cannot take place to the prejudice of rights acquired by the insolvent's creditors by reason of the abandonment, and therefore that creditors are without right of compensation for claims maturing after the abandonment.—*Riddell ès-qual.* v. *Goold*, deLorimier, J., June 22, 1889.

* To appear in Montreal Law Reports, 5 S. C.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

London, July 20, 1889.

Present: Lord Watson, Lord Hobhouse, Sir Barnes Peacock, and Sir Richard Couch.

McDougall & McGreevy.

Contract—Violation of condition—Damages, Measure of.

The respondent transferred one thousand shares of railway stock to the appellant, the former to have the right to redeem the stock within two months from date, by paying 50 *per cent. of the nominal amount of the shares. The respondent made a sufficient tender within the delay, but the appellant had disposed of the shares, and refused to receive the amount. In an action of damages by respondent, for breach of contract:*

Held:—*That the measure of damages was the sum which respondent could have obtained for the shares beyond the amount which he had to pay to get them back; and it not being clearly established that he could have sold the shares for more than this amount, or that appellant received any greater amount therefor, apart from other and subsequent transactions, the action of damages was dismissed.*

The appeal was from a judgment of the Court of Queen's Bench for Lower Canada

of December 7, 1887, setting aside the judgment of the Superior Court in an action brought by the respondent to recover damages for the alleged wrongful detention and conversion by the appellant of one thousand $100 shares in the capital stock of the North Shore Railway Company of Canada.

The judgment of their Lordships was delivered by

SIR RICHARD COUCH :—

The respondent McGreevy being the owner of one thousand $100 shares in the North Shore Railway Company, and being unable to pay a call of 50 per cent. which had been made upon them, on September 14, 1882, transferred them to the appellant, who was also a shareholder in the company, and took from him a letter of that date, in which it was stated that the transfer had been made with the express condition that McGreevy would have the right to redeem the stock within two months from that date by paying 50 per cent. of the nominal amount of the shares—*i.e.*, $50,000, and any further call on the same that might be paid "within said delay," with interest on such amount. On the 13th November, 1882, McGreevy, by his notary, made a formal tender to McDougall of $51,125, being $50,000 and interest thereon at 6 per cent., and McDougall refused to receive the amount. The declaration in the action states that the defendant illegally and fraudulently converted the shares to his own use, and sold and disposed of them to his own great profit and advantage, to wit, in the sum of $200,000, which sum the plaintiff could and would have realized on the said stock, had he not been deprived thereof by the defendant, and prays a judgment for $200,000, with interest and costs.

On the argument of the appeal it was not disputed that the tender was sufficient, and the only question raised was whether the plaintiff was entitled to recover any damages. The evidence on that subject was this. McDougall had apparently obtained the control of the whole of the shares of the North Shore Railway Company, and on the 2nd December, 1882, they were all transferred by him to Robert Wright, the treasurer of the Grand Trunk Railway. Wright's evidence was as follows:—

"I received a transfer of shares of the North Shore Railway Company from McDougall for a certain consideration.

"*Q.*—That was in 1882, was it not? *A.*—Yes.

"*Q.*—Will you state what that consideration was? *A.*—The consideration was $250,000 in cash, if I remember rightly; that, I think, as far as I remember, was the only consideration.

"*Q.*—Were you not to give him a certain number of bonds of the North Shore Railway Company? *A.*—Well, I think there was some understanding about bonds, but I don't clearly remember the terms of it. There was to be a conditional issue of bonds to McDougall, I think.

"*Q.*—Mr. McDougall did transfer to you the whole of the stock of the North Shore Railway Company? *A.*—He did.

"*Q.*—And after the transfer was made, the North Shore Railway Company issued a certain number of bonds, which you handed to McDougall, did you not? *A.*—Some time afterwards.

"*Q.*—What was the amount of the bonds? *A.*—The amount of the bonds, I think, was $1,500,000, or it may have been a little more. I am speaking from memory. In round figures, $1,500,000.

"*Q.*—Previous to the transfer to you of the stock of the North Shore Railway Company, no bonds had been issued by this company, had they? *A.*—No; the bonds were not created until long afterwards.

"*Q.*—These bonds of the North Shore Railway Company were subsequently redeemed or taken up by the Dominion Government, were they not? *A.*—So I understand.

"*Q.*—These bonds were a portion of the consideration of the transfer of the stock, were they not? *A.*—I cannot say from memory what the conditions of the transfer of the stock were as regards the bonds, but I know the bonds were issued to McDougall.

"*Q.*—As a part of the consideration of that transfer, there was no further consideration given? *A.*—Yes, there was. The bonds were issued in accordance with the agree-

ment between the North Shore Railway Company and McDougall, in which there were several conditions. One of the conditions of that agreement was, that McDougall should assume all the debts of the North Shore Railway Company at the date of its transfer, and should complete certain works which the North Shore Railway Company were under contract with the Government of Quebec to complete in Quebec, and there may be some further conditions, but the agreement is on file and recorded in the minutes of the North Shore Railway Company in their minute book.

"*Q.*—You are positive to state that there was no written agreement between you and McDougall for the transfer to you of the stock of the North Shore Railway Company? *A.*—Certainly, there was no written agreement between me and McDougall. I was not authorized to enter into any such agreement.

"*Cross-examined.* *Q.*—When you speak of the transfer of shares by McDougall to you, Mr. Wright, do you include those that were transferred by Senécal? *A.*—Certainly; the whole of the stock of the North Shore Railway Company was transferred to me."

Wm. Wainwright, assistant manager of the Grand Trunk Railway, said:—

"*Q.*—Do you remember the transaction with reference to the purchase of the shares in the North Shore Railway Company by Mr. Wright, who was the treasurer, I think, of the Grand Trunk? *A.*—I do.

"*Q.*—Were you cognizant of the transfer at the time? *A.*—I was.

"*Q.*— Mr. Wright, I presume, managed that transaction in his own name, but for the benefit of the Grand Trunk Railway Company? *A.*—Yes.

"*Q.*—Do you remember the price that was paid for those shares? *A.*—Yes, I think I remember; my recollection is that the amount that was paid was $250,000 in cash.

"*Q.*—And what was paid in bonds of the company, do you know? *A.*—In regard to the transfer of the shares of the North Shore Railway, there was an obligation on the part of the Grand Trunk, that on receiving the shares of the North Shore Company, bonds would be created under the Act, provided that in addition to the North Shore stock and the rights appertaining thereto, the parties with whom Mr. Wright was dealing for the Grand Trunk, would transfer certain other valuable franchises which were then in their possession.

"*Q.*—Those bonds were afterwards handed over to the parties who made the transfer? *A.*—The bonds were afterwards handed over.

"*Q.*—To what value? *A.*—To the extent of one million and a half dollars.

"*Q.* Do you know whether any written agreement was made with reference to this transaction? *A.*—I believe there was an agreement.

"*Q.*—Was that agreement between Wright and McDougall and Senécal? *A.*—Between Senécal and McDougall, and Mr. Wright, acting for his principals, I understand.

"*Q.* — You never yourself made this arrangement? *A.*—I had to do with it in connection with our solicitors, but Mr. Wright was acting as treasurer of the company with respect to the shares.

Q.—The negotiations connected with it were made by yourself? *A.*—I was present representing the company along with Mr. Bell, our solicitor."

On the 29th June, 1883, an agreement was made between the North Shore Railway Company and Mr. McDougall and Mr. L. A. Senécal, which was confirmed at a meeting of the directors of the company on the 27th July, 1883. The material parts, upon the present question, of this agreement are as follows:—

"2. That the contractors covenant and agree with the company, for the considerations hereinafter expressed, payable as hereinafter expressed, to find all labour, tools, plant, and material of all kinds required, and to build, construct, complete, and finish all the works mentioned in the schedule annexed hereto, and marked A.

"7. That the whole of the said work shall be done and completed according to the requirements of the agreement dated 4th March, 1882, and entered into by and between Her Majesty the Queen, acting for and on behalf of the Province of Quebec, by the Hon. J. A.

Chapleau, Premier, and Commissioner of Railways of that Province, thereinafter styled the Government, and the Hon. T. McGreevy, of the city of Quebec, Alphonse Desjardins of the city of Montreal, all three members of the House of Commons of Canada, and L. A. Senécal, of the city of Montreal, gentleman, thereinafter styled the syndicate, and which agreement is ratified and approved by sect. 1 of 45 Vict. (Q.) ch. 20, and is set out at the end thereof, etc.

"8. That when the said work or any part of it is now under contract, they, the contractors shall and will assume the said contracts, and shall carry out the same, and pay and save harmless the company of and from all claims of the contractors aforesaid, and of and from all claims for material furnished heretofore, or which may be hereafter provided by any one for the purpose of said work, and that the same shall be complete in all respects to the satisfaction of the said general manager.

"9. That they, the contractors, shall and will pay off, discharge, and satisfy all claims and demands whatsoever against the company up to and which existed on the 20th April now last past, inclusive, including interest to that date on the debt to the Quebec Government hereafter mentioned, and from all said claims they will hold the company harmless in all respects, save and except only principal of Government lien upon the railway, of $3,500,000, for which the North Shore Company reserve bonds for the payment thereof, and save and except also the amount of $75,000 to be paid to the city of Quebec or to the Quebec Government for the Palais wharf.

"10. For the full completion of all the above works to the satisfaction of the general manager, the company will pay the contractor the sum to be paid over by the Quebec Government, and which is chiefly to be paid on and upon completion of said works, such payments are to be made in manner and as received by the company from the said Quebec Government.

"11. That the company will at once hand over to the contractors the sum of $1,500,000 in 5 per cent. mortgage bonds of the Company.

"12. That the above considerations shall be in full satisfaction for the completion of all the said works, and for the payment of all claims and demands of all kinds above mentioned, including interest to the 20th April last, on the sum due the Quebec Government, and the full purpose of this agreement by the contractors in all respects according to the spirit, true intent, and meaning thereof."

The Superior Court having given judgment for the respondent for $83,500 damages, as being the clear profit realized by the appellant on the sale by him of the shares, both parties appealed to the Court of Queen's Bench (Appeal side), whose judgment is the subject of this appeal. By that judgment an enquiry by experts was ordered, and they were to report to the Superior Court what other property, franchise, or right, if any, in which McGreevy had no interest, were sold by McDougall and Senécal to Wright, in addition to the shares, and what were the relative values of the shares and the other property, franchise, or right sold, and what portion of the consideration paid by Wright or his principals applied to or represented the price of the shares. The grounds of this judgment were stated to be that the measure of damages was the sum which McDougall had received for the shares beyond the amount which McGreevy was bound to refund him in order to get them back, and that it appeared by the evidence that McDougall and Senécal sold the shares, together with other property in which it does not appear that McGreevy had any interest, for the price and sum of $250,000 in cash, and $1,500,000 in bonds of the North Shore Railway Company, which bonds were subsequently disposed of by McDougall and Senécal at 87½ per cent. of their nominal value, and subject to certain charges and obligations assumed by them, the nature of which is not clearly established by the evidence in the cause.

Their Lordships cannot agree with the Court of Queen's Bench that it is proved that the bonds were part of the price of the shares. They are not unmindful of the answer of McDougall to the question, "What was the price or consideration that you re-

ceived for the sale of the shares to Mr. Wright?" who said, "We got one million and a half in bonds and a quarter of a million dollars in cash;" or of Senécal, who said, "I can tell you now what we have sold the stock in the company for. The transaction was that we received $250,000 in cash and the bonds of the North Shore road for one million and a half, that includes everything for the stock and our rights;" or of Mr. Wright, whose evidence has been stated. The contract of July, 1883, which the respondent has not attempted to impeach, affords strong evidence to the contrary. None of these witnesses were referred to the written contract, and the answers which they gave to the general questions put to them probably had reference to the effect of the whole series of their transactions, and not to any one of them in particular. At the time that the shares were transferred to Wright there may have been an expectation of getting the bonds by a subsequent arrangement, which is mixed up in the memory of the witnesses with the transfer of the shares, but the written agreement clearly shows for what the bonds were to be given. There is no reference in it to the shares, and the 12th clause must refer to the agreement to hand over the bonds which immediately precedes. Their Lordships cannot, in estimating the value of the shares, take the bonds into consideration, and they see no reason to suppose that McGreevy could have sold the shares for more than $50,000. Consequently, he has not sustained any damage, and his suit should be dismissed with costs in the Superior Court, each party paying the costs incurred by himself in the two appeals, as was adjudged by the Court of Queen's Bench.

Their Lordships will humbly advise Her Majesty to reverse the decree of the Court of Queen's Bench, and so to order. The respondent will pay the costs of this appeal.

Judgment reversed.

Sir Horace Davey, Q.C., Hon. A. Lacoste, Q.C. (of the Montreal bar) and *MacLeod Fullarton*, for the appellant.

Hon. Geo. Irvine, Q.C., and *Gore*, for the respondent.

APPEAL REGISTER—MONTREAL.

Friday, November 15.

Barnard & Molson. — Motion to dismiss appeal, granted as to costs.

McShane & Brisson.—Motion to have cause declared privileged, granted.

Laforce & Maire et al. de Sorel.—Heard on motion for leave to file authorization to appeal; and on motion for dismissal of appeal for want of authorization. C.A.V.

Lambe es qual. & Allan et al.—Motion that the case be declared privileged, as a matter of public interest, the action being for the recovery of the tax levied on commercial corporations. Motion rejected.

Atlantic & North West R. Co. & Decary et al. —Case settled out of Court.

Duff et al. & Decarie.—Same entry.

Religieuses Hotel Dieu & Sigouin.—Heard on merits. C.A.V.

McDonald & Seath et al. & McDougall.—Heard. C.A.V.

Dompierre & Baril.—Heard. C.A.V.

Cantin & Ville de Ste. Cunégonde.—Settled out of Court.

Owens & Bedell.—Heard. C.A.V.

Cie. Chemin de fer Urbain & Wilscam.—Heard. C.A.V.

Saturday, Nov. 16.

Laforce & Maire et al. de Sorel.—Motion for dismissal of appeal rejected with costs in favor of respondents; motion for leave to file authorization to appeal granted with costs in favor of respondents.

Resther & Frères des Ecoles Chrétiennes.—Heard. C.A.V.

McLachlan & Accident Insurance Co. of N.A. —Part heard.

Monday, Nov. 18.

Royal Institution & Scottish Union Ins. Co. —Motion for leave to appeal granted.

McLachlan & Accident Insurance Co.—Hearing closed. C.A.V.

Kehoe & Chauveau, & Dumphy.—Submitted *de novo*. C.A.V.

McShane & Brisson.—Heard. C.A.V.

Montreal Street Railway Co. & Lindsay.—Heard. C.A.V.

Dorion & Dorion.—Two appeals, Nos. 68 and 153. Part heard.

Tuesday, Nov. 19.

Bergevin & Taschereau, & Masson.—Petition to take up *instance* granted.

DeLaet & Mallette.—Motion for new security granted; costs to follow suit.

Banque Jacques Cartier & Lalonde.—Petition for leave to appeal. C.A.V.

City of Montreal & Vanasse.—Case settled out of Court.

Dorion & Dorion.—Nos. 68 and 153. Hearing closed. C.A.V.

Johansen & Chaplin.—Heard. C.A.V.

Exchange Bank of Canada & Fletcher. — Part heard.

Wednesday, Nov. 20.

McCaffrey & Scott.—Judgment confirmed.

Davignon & Roy.—Confirmed.

Corporation of City of Sherbrooke & Dufort. — Reversed, each party paying his own costs; Tessier, J., diss.

Montreal Street Ry. Co. & City of Montreal.—Confirmed; costs of first class.

Langlois & Morin.—Confirmed.

Langlois & Menard.—Confirmed.

Dompierre & Baril.—Reversed.

McDonald & Seath et al., & McDougall.—Reversed; costs of 2nd class.

Kehoe & Chauveau, & Dumphy.—Reversed, each party paying his own costs in appeal. Sheriff Chauveau *mis hors de cour* without costs.

Foster & Leggatt.—Confirmed.

Evans & Darling.—Confirmed.

Foisy Frenière et vir & Wurtele.—Confirmed.

Foisy Frenière et vir & La Banque Molson.—Confirmed.

Foisy Frenière et vir & Germain et al.—Confirmed.

Owens & Bedell.—Confirmed.

Johansen & Chaplin.—Confirmed.

Stanton & Canada Atlantic Co. & Bank of B. N. A. — Petition to take up instance. C.A.V.

Exchange Bank of Canada & Fletcher.—Hearing resumed.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 23.

Judicial Abandonments.

Crevier & Cusson, tinsmiths and plumbers, Montreal, Nov. 19.

Julien Deguire, merchant tailor, Montreal, Nov. 8.

Marie Louise Danis, widow of O. P. Allard, grocer, Montreal, Nov. 14.

William Moreau Fuller, produce merchant, Montreal, Nov. 19.

François Xavier Lamothe, Upton, Nov. 21.

Daniel Lyons (D. Lyons & Co.), fruit dealer, Montreal, Nov. 14.

Nephtali A. Parent, trader, Danville, Nov. 13.

Joseph A. Rolland (J. A. Rolland & Cie.), boot and shoe manufacturers, Montreal, Nov. 12.

C. C. Snowdon & Co., Montreal, Nov. 12.

Curators Appointed.

Re Jos. Stanislaus Jérôme Beaulieu (J. S. Beaulieu & Cie.), Quebec.—H. A. Bedard, Quebec, curator, Nov. 14.

Re Julien Deguire, J. M. Marcotte, Montreal, curator, Nov. 18.

Re Théophile Desy, St. Tite.—H. A. Bedard, Quebec, curator, Nov. 16.

Re Lafond frères, Montreal.—Kent & Turcotte, Montreal, joint curator, Nov. 20.

Re John Reiplinger.—John Macintosh, Montreal, curator, Nov. 19.

Re Robitaille & Bernier.—Kent & Turcotte, Montreal, joint curator, Nov. 15.

Re J. A. Rolland & Co.—C. Desmarteau, Montreal, curator, Nov. 20.

Re J. B. Roy, Montreal.—Kent & Turcotte, Montreal, joint curator, Nov. 19.

Dividends.

Re Cyrille Benoit, Verchères.—Second dividend, payable Dec. 4, Bilodeau & Renaud, Montreal, joint curator.

Re E. McConkey, St. John's.—First dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Re J. A. Dufresne, Cacouna.—Second and final dividend, payable Dec. 9, H. A. Bedard, Quebec, curator.

Re Joseph Fiset, St. Thomas.—First dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Re L. E. Gélinas.—First and final dividend payable Dec. 10, J. E. Girouard, Drummondville, curator.

Re Jarret frères, Montreal.—First and final dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Re Elie Migneron, Ange Gardien.—First and final dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Re Avila Perreault.—First and final dividend, payable Dec. 12, C. Desmarteau, Montreal, curator.

Re J. N. Renaud, St. Janvier.—First and final dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Re Eugène Roy, Quebec.—Second and final dividend, payable Dec. 9, H. A. Bedard, Quebec, curator.

Re C. E. Wilson, Valleyfield.—First and final dividend, payable Dec. 15, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Marie Josephine Hermenie Hurtubise vs. Euclide Bernard, trader, parish of Belœil, Nov. 20.

APPOINTMENTS.

T. W. R. Lapointe, parish of St. Jérôme, and F. X. Prévost, Montreal, to be joint sheriff of the district of Terrebonne, in the stead of Z. Roussille, deceased.