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NONSUIT.

A point of some interest was presented in the case of *Bain* v. *White*, noted in the present issue. The action was one brought against the publishers of the *Gazette*, complaining of the insertion of a letter written and signed by the assignee of an insolvent firm in whose service plaintiff had been employed as clerk. A day had been fixed for a jury trial, but the plaintiff not appearing (through an alleged mistake of his attorney as to the hour appointed for the trial) he had been nonsuited under C. C. P. 394, 395. The plaintiff, desiring to obtain relief from this judgment of nonsuit, applied to the Court of Review to be allowed to go to trial again.

The jurisdiction of the Superior Court sitting in review, with reference to jury trials, is conferred by 34 Vic. (*Que.*) c. 4, s. 10, which amends Art. 494 C. C. P. The section reads as follows: "The judges of the Superior Court, at "their sittings in review, shall also have ex-"clusive original jurisdiction to hear and "determine all motions for judgment upon a "verdict, or for new trial, or for judgment *non* "*obstante veredicto*, or in arrest of judgment."

The question was whether the jurisdiction of the Court sitting in review was not restricted to the four cases mentioned, and whether the Court was not therefore precluded from taking cognizance of an application where there had been no trial at all, and the plaintiff was simply seeking to be relieved from the consequences of an alleged mistake. The majority of the Court adopted the view that the case was not one in which it had jurisdiction, and the plaintiff was, therefore, referred to the Practice division of the Superior Court to make his application there.

REPORTS OF EXPERTS.

Two recent decisions with reference to reports of experts—one by the Superior Court and the other by the Court of Queen's Bench in appeal—are worthy of attention. In the first, *Chanteloup* v. *Dominion Oilcloth Co., ante*, p. 314, the question was whether the delay to file a report of experts was fatal. Art. 337 C. C. P. says: "The report of the experts must be made "on or before the day fixed by the Court." Do these words mean that the report cannot be made after the day fixed? The Court has answered the question in the negative, and holds that the delay may be extended on application, even when the application is not made until the original delay has actually expired.

The second decision, *Scott & Payette*, noted in this number, suggests some of the points of difference between a report of experts and an award of arbitrators. The former merely instructs the Court as to the matters specially referred to them, but the Judge is not bound to adopt their opinion. It was held in appeal that where the order of reference does not comprise all the matters in issue between the parties, the latter are not precluded from going to proof as to matters in issue which were not included in the reference.

INTERNATIONAL LAW.

Sir Robert Phillimore, in his inaugural address at the recent Conference on International Law, does not despair of the attainment of the objects of the Association. The "violence, oppression, and sword-law," which, to borrow Milton's language, had prevailed in part of Europe during the last quarter of a century ought not, he said, to shake their reliance on the true principles of international law. There always had been and always would be a class of persons who derided the notion of international law, and who held in contempt the position that a moral principle lay at its root. Their objections were as old as they were shallow. The objectors left untouched the fact that there was, after all, a law to which States in peace and war appealed for the justification of their acts; that there were customs and usages generally recognized; that there were writers whose expositions of that law had been stamped as impartial and just by the great family of States; that they were only slighted by those upon whose crimes they had by anticipation passed sentence; that municipal as well as international law was often evaded and trampled down, but existed never-

theless; and that States could not without danger, as well as disgrace, depart in practice from doctrines which they had professed in theory to be the guide of their relations with the commonwealth of Christendom. The precedents of crime no more disproved the existence of international than of civil law. The necessity of justice to the existence of society was not denied, but was not more obvious than the necessity of justice to the intercourse of States. It clearly concerned the general interest of humanity and the administration of justice that, so far as possible, the rights acquired by individuals should be governed by the same principles when they were brought under the consideration of the legislation or judicature of different States. Having pointed out the distinctions to be observed in treating of international comity and international law, he proceeded to insist that the *jus gentium*, like the *jus inter gentes*, was built upon the hypothesis of a common law for a commonwealth of States. To treat the foreigner and the native as entitled to a like measure of justice had become the manifest interest, as it had ever been the clear duty, of States. Glancing at certain exceptional restrictions, of a political, moral and religious character, which limited in a commonwealth of States the application of the principle of a common law, he said this branch of jurisprudence had been and was being scientifically developed by judges and by jurists, and it was matter for rejoicing that it had escaped the Procrustean treatment of positive legislation, and had been allowed to grow to its fair proportions under the influence of that science which worked out of conscience, reason and experience the great problem of civil justice. A code of international law, if it was ever to be effected, must be, "not the hasty product of a day, but the well-ripened fruit of wise delay."

Mr. Irving Browne, who has been a contributor to the *Albany Law Journal* since its commencement, has succeeded the late Mr. Thompson in the editorial management of that journal. Mr. Browne has also assumed the editorship of the American Reports. We are pleased that these important publications have fallen into good hands. Mr. Browne is the author of "Short Studies of Great Lawyers," noticed in Vol. I of the *Legal News*, p. 372.

NOTES OF CASES.

COURT OF REVIEW.

Montreal, Sept. 30, 1879.

Johnson, Rainville, Papineau, JJ.

[From S. C. Montreal.

Bain v. White et al.

Jury Trial—Nonsuit—Motion for new trial—Jurisdiction of Court of Review under 34 *Vict. c.* 4, *s.* 10.

Johnson, J. This is a case where the authority of three Judges of the Superior Court is invoked under the 34 Vic., c. 4, amending Art. 494 of the Code of Procedure. It is a case in which a trial by jury was ordered, and the day fixed was the 6th of June, and on that day the Court was opened, and the parties being called, the defendants appeared, but the plaintiff did not. The defendants thereupon did not get a default recorded against the plaintiff, upon which, if it had been recorded, he might have been nonsuited at once under Art. 394, C. P.; but it seems to have been taken for granted that the case was to go on, for, notwithstanding the plaintiff's absence, the jurors were called, and were about to be sworn, when the learned Judge ordered the plaintiff to be again called, which was done, but he failed again to appear. The case, even after this, still seems to have been treated as one in which the parties were present and ready to proceed; for the jury were actually sworn, and, of course, they could only be sworn to try issues between parties there present, according to the practice, either by themselves or their counsel; but after swearing the jury to try the issues in the case (which presupposes the presence of the parties), a person said to be the plaintiff came into Court, and left at once. The defendants declared they were ready to proceed; and thereupon the jury being in the box, and already sworn to try the issue, the plaintiff was a third time called, and on his failing to appear this time, the Judge gave judgment of non-suit with costs against him, *sauf à se pourvoir*. The plaintiff now moves us to set aside this judgment or order, and to let him go to trial again, on the ground that he was present in reality, and only momentarily went out of the room to look for his counsel

and his witness, and therefore that he was non-suited by mistake. This is, therefore, not the ordinary motion for a new trial after verdict, and the other grounds assigned, apart from the alleged mistake, need not be noticed, as they would apply only to a case where it should be sought to set aside a verdict, and have a case tried over again after it had already been heard and determined by a jury. It is a motion to set aside the order of the Judge and not the verdict of the jury, and to get a trial, or go to trial anew, because on the first occasion the plaintiff was prevented from getting his case tried at all by the order of *non-suit*, which he says was made erroneously. For the defendant it was argued that we have no jurisdiction, because this is not a motion for a new trial properly so called, or such as this Court can hear by law, and there is no inscription in review. The law amending the 494th article of the Code (34 Vic., c. 4, sec. 10) and which gives jurisdiction in some matters of this nature, gives us an original jurisdiction, and not a jurisdiction as a Court of review. The words are: "*The Judges of the Superior Court, at their* "*sittings in review, shall also have exclusive* "*original jurisdiction* to hear and determine all "motions for judgment upon a verdict, or for "new trial, or for judgment *non obstante vere-* "*dicto*, or in arrest of judgment, in cases in "the Superior Court, in the Districts of Quebec "and Montreal." I say this is an original jurisdiction that is given in the specific cases mentioned in this section. Whether the present motion is one of those specific cases is another thing; and undoubtedly it is not one of the four cases mentioned expressly by name. Therefore if the Superior Court has jurisdiction at all, it must be an original jurisdiction not expressly conferred by the article or the 10th section of the Act, but one originally belonging to the Court, and not taken away by the recent legislation. In either case it would be by motion that the relief would be asked, and not by inscription in review, for it is not as a Court of review, but as a Court of original jurisdiction specially constituted for four classes of cases that this motion comes before us. But it does not follow because the power has not been conferred on us by the 10th section, and has not been taken away from the Superior Court, which still, therefore, has a power originally belonging to it, that the power can be exercised by the three Judges, at their sittings in review, who have only had power given them in the four cases mentioned, and not in the present one.

We abstain, therefore, from noticing the particular grounds or merits of this application, further than we have been obliged to do in order to show the nature of the application, and we decline to entertain the motion for the reasons I have mentioned. The Superior Court is still, no doubt, vested, in virtue of the 25th of the King and the succeeding statutes under which trials by jury in civil cases can be had, with its ordinary jurisdiction over all the necessary incidents of that mode of trial: but this one is not one of the four in which exclusive power has been given to the three Judges sitting here. We may say, perhaps, that we regret the want of power to interfere in the present instance, because we see, on looking at the point in the English books of practice, that it is one of those cases with which the Court constantly deals in England by granting such a motion as this, and setting aside a non-suit, where there has been a mistake, and consequent injustice, as is alleged here. In Archbold's Practice, 1 vol., p. 212, we find: "If the Judge at *nisi prius* non-suit the plaintiff through mistake, the Court will, on application, set aside the non-suit." The plaintiff must, however, be left to his recourse before the Practice Court. We have no power given us to deal with the case here.

Take nothing by motion, Rainville, J., dissenting.

Pagnuelo & Co., for plaintiff.

Macmaster, Hall & Greenshields, for defendants.

W. H. Kerr, Q.C., counsel.

TORRANCE, RAINVILLE, JETTÉ, JJ.

[From C. C. Richelieu.

THEROUX v. BLANCHARD.

Lessor and Lessee—Form of action where tenant has abandoned the premises.

This was an appeal from a judgment of the Circuit Court at Sorel, District of Richelieu. The plaintiff set out a lease to the defendant of premises for a rent of $100 for a year beginning 1st August, 1878, payable monthly at the end

of every month; that defendant took possession and remained in possession till 10th October, when he removed his furniture to another house (described), leaving nothing to answer for the rent due and to become due; that plaintiff by the act of the defendant suffered damages to amount of the rent; that defendant had paid nothing from the day he took possession; that the furniture removed was the security of plaintiff for the rent, and he was entitled to sue out a writ of *saisie gagerie*. He accordingly prayed that the writ might issue and that defendant might be condemned to pay to plaintiff said sum of $100, part for rent accrued to this day (15th October, 1878), and the balance for damages, &c. The defendant met this action by a variety of pleas, 1st. general issue; 2nd, that the premises are uninhabitable and he was justified in leaving; 3rd. that plaintiff had again taken possession of the premises, having acquiesced in the abandonment by defendant, and defendant had paid out in improvements more than the rent accrued, and plaintiff acquiesced in the improvements and adopted them, and defendant owes nothing.

TORRANCE, J. The parties are agreed that the case was tried without a written *enquête*, but defendant says that the judgment rendered is *ultra petita*. The judgment found that defendant had paid to the amount of $20.98, leaving only $79.02 due for the month of October and subsequent months, for which the *saisie gagerie* was held good with costs of action as instituted. I see no inconsistency between this judgment which is merely conservatory, and the demand of plaintiff for damages to which plaintiff was entitled by his tenant not fulfilling the agreement between them. The precise amount to be paid is hereafter to be settled. The judgment did not go as far as asked, but it preserved plaintiff's rights as to future rent accruing from 1st October, 1878. Perhaps the judgment might have gone further for plaintiff, but defendant does not complain of that, but he complains that the action was not wholly dismissed. The judgment should stand as entirely equitable. As to the costs awarded, they were in the discretion of the Court.

Brousseau for plaintiff.

Germain for defendant.

SUPERIOR COURT.

MONTREAL, Sept. 30, 1879.

MCDOUGALL et al. v. HARMBURGER.

Lease—Repairs necessitated by Fire in the leased premises—Liability of tenant.

JOHNSON, J. The action is by a landlord against his tenant, for the recovery of rent, and also for damages for the partial destruction of the premises by fire; and since the return two more quarters have become due, and have been added to the demand. The plea admits the lease and the occupation, without, however, admitting the duration of it to the extent alleged by plaintiff, which was up to May, 1880, but is only admitted up to May, 1879. That, however, makes no difference, as the rent actually due at the time the action was brought was only to 1st May, 1879, and the issue between the parties is on other grounds. The plaintiffs, after setting up the lease and occupation and the partial destruction through the defendant's negligence, further alleged that the tenant had abandoned the premises on the 6th of December, 1878, and took process of *saisie gagerie par droit de suite*; and the defendant to this part of the case answers that the fire was purely accidental, and that he was obliged to leave because the place became untenantable, and that he gave his landlord due notice of all this, and tendered him after action the rent due and the costs. The plaintiffs have put in a special answer that the injury to the premises was slight and temporary. The question is simply whether the fire and injury were of such a character as to break the lease. The defendant has examined witnesses to prove that the premises were rendered untenantable, and they speak rather strongly to that effect. On the plaintiff's side, it is proved that the fire was confined to one flat, and the injury done was trifling, and immediately repaired. It must be observed also that this fire was a thing for which the law makes the tenant *prima facie* responsible; and the lease is not terminated under the circumstances. Defendant's plea dismissed, and judgment for plaintiff. I see by the by that there is no tender made as set up in the plea. There are no damages proved, and judgment only goes for the three quarters.

A. & W. Robertson for the plaintiffs.

Keller & Co. for the defendant.

MONTREAL, Oct. 6, 1879.

WALDRON V. BRENNAN.

Domicile—What is necessary to effect a change.

This case was before the Court on the merits of an exception *à la forme*. The return of the bailiff certified that he had served a copy of the writ and declaration upon the defendant at his domicile, speaking to a grown and reasonable person of his family. The exception alleged that at the time of the pretended service upon the defendant, he had no domicile in the City of Montreal and was residing at Coteau du Lac in the district of Montreal, and had his domicile there. The evidence showed that the defendant's domicile had been at the place of service down to three weeks before, and his father lived there, and the service was made upon his brother-in-law. It was not proved that the defendant had any other domicile.

TORRANCE, J. C. C. P. 57 requires the service to be made either upon the defendant in person, or at his domicile, or at the place of his ordinary residence. The French Code says: "Tous exploits seront faits à personne ou domicile; mais si l'huissier ne trouve au domicile ni la partie, ni aucun de ses parents ou serviteurs, il remettra de suite la copie à un voisin." Here the service was made on a brother-in-law at the old domicile, and would have been undoubtedly a good service in France. By C. C. (Can.) 80, "change of domicile is effected by actual residence in another place, coupled with the intention of the person to make it the seat of his principal establishment." No such change is proved here. 1 Carré & Chauveau, 408, note (1): "Au surplus, nous remarquerons avec M. Proudhon (V. Cours de Droit Français t. 1, p. 125) que dans le doute sur le changement de domicile, c'est à celui qui allègue ce changement à en fournir la preuve, parce qu'un domicile, celui d'origine ou autre, étant avéré, on doit lui conserver tous ses effets, tant qu'il n'est pas prouvé qu'ils aient été anéantis par l'acquisition d'un autre domicile également certain." Also, Table Générale de Villeneuve & Gilbert, tom. 2, vo. Domicile, No. 39. "Il suffit pour la validité de l'assignation, que le domicile soit apparent. Ainsi, la partie qui a un domicile apparent dans le ressort du tribunal devant lequel elle a été assignée ne peut prétendre que l'assignation est nulle, sous le prétexte qu'elle a son domicile dans un autre lieu." Toulouse, 13 Juillet 1816. Lacoste, No. 66. "Celui qui ne quitte son domicile que pour aller aux armées est censé l'avoir toujours conservé, s'il n'a manifesté l'intention d'en choisir un autre. C'est, en conséquence, à ce domicile d'origine que doivent lui être signifiées toutes les assignations à lui données." Toulouse, 7 Janvier 1813. Chatelain, No. 86-87. "Dans les cas où l'intention de changer de domicile doit, à défaut de déclaration expresse, résulter des circonstances, les juges doivent toujours se décider par la présomption la plus favorable à la conservation du domicile." Duranton, t. 1, p. 358.

If we look at the equities, no harm is done by holding the service to be good. There is evidence that the defendant was endeavouring to avoid service of the writ from the unpleasant character of the claim brought against him. This is his motive in contesting the service. The fullest consideration has been given to the case by the young advocate who argued it for the defendant, and it is no fault of his if the facts proved prevent him from here gaining his point.

Cruickshank, for plaintiff.

McGibbon, for defendant.

SIMARD V. MARSAN.

Slander and Assault—Criminal proceedings—Punishment of Assault.

The plaintiff sought to recover from defendant damages for having on 10th April last, in the Court House at Montreal, called him "une crasse," "une canaille," "un maudit voleur," "un enfant de putin," saying "que sa mère était une putin."

The plea of the defendant denied any intention to slander the plaintiff, and said that defendant was then under the influence of anger, the plaintiff having sued him a few days before and caused him useless costs.

TORRANCE, J. There is no doubt that at the date in question, when the plaintiff was quietly transacting business in the Court House, he was suddenly and without warning assaulted by the defendant, who struck him, threw him down, and addressed to him words like those mentioned in the declaration. The whole question

is as to the amount of damages which should be assesse against the defendant. His counsel, at the argument, called the attention of the Court to the fact that the defendant had been condemned in the Police Court for the assault, citing 32-33 Vic., c. 20, s. 45, by which a certificate or conviction is a bar to any other proceedings, civil or criminal, for the same cause. But this has not been pleaded, and there is nothing to show that it has any application to the present cause, except an admission of record in very general terms of the conviction of the defendant before the Police Magistrate for the assault. I personally regret that we have not yet made the advance which has been made in England, to punish with imprisonment without the alternative of a fine. The practice of imprisonment in the first instance in England has had a most salutary and deterrent effect upon those who would otherwise have recourse to personal violence to redress their grievances. Section 43 enables the magistrate so to act.* The court here assesses the damages at $100, with the usual coercive imprisonment if not paid, and costs.

Bisaillon for plaintiff.

Thibault for defendant.

Ex parte KELLY, petitioner for certiorari, and BELANGER, prosecutor.

Justices of the Peace—Jurisdiction—Two Justices who differ, calling in a third.

The petitioner complained of a judgment or conviction made against him on the 21st July, on the complaint of Justinien Belanger for damage alleged to be done to the wharf of the latter by the barge of petitioner, amounting to $10. The proceedings were had before Messrs. Lebeau and Madore, J.P., when the Court was divided in opinion, and as stated in the conviction, Mr. Lebeau was for dismissing the complaint, and Mr. Madore for granting judgment to plaintiff with costs. The Court was then, with the consent of all concerned, composed of the same parties and Mr. G. C. Tunstall, J. P., when Messrs. Tunstall and Madore gave plaintiff judgment with costs taxed at $8, and Mr. Lebeau dismissed the complaint for want of jurisdiction.

TORRANCE, J. No jurisdiction has been shown in the justices to try this case. Moreover, no authority has been shown for the two justices differing in opinion calling in Mr. Tunstall to join them in the hearing. Kerr's Magistrates' Acts, 173. The conviction is quashed.

M. M. Tait for petitioner.

Augé for Justices.

Ex parte DUBUC, petitioner for *certiorari*, and CITY OF MONTREAL, prosecutor.

Assault—Removing windows of dwelling house in winter.

This was a motion to quash a conviction by the Recorder, on the 24th February last, against the petitioner on the complaint of Philomène Maher, wife of Joseph Jourdain, for having illegally committed an assault on Amanda Jourdain, aged 13 years, Euphrasie Jourdain, aged 10 years, Rosalie Jourdain, aged 9 years, Arthur Jourdain, aged 6 years, Josephine Jourdain, aged 18 months, all children of said Philomène Maher, in illegally and maliciously inflicting upon them a grave corporal injury, namely, in maliciously taking away the windows, namely, four windows of a house then inhabited by her, the prosecutrix, with her said children, thereby exposing them to all the rigour of the cold, and even to death. The conviction adjudged the petitioner to pay $25 and $1.75 costs. There was a similar conviction in the same words the same day, with the addition that the imprisonment was to count from the expiration of another term of imprisonment which the said Julien Jourdain was condemned to undergo for another offence of which he had this day been found guilty before the Court.

Augé, for the petitioner, complained: 1. That there had been two convictions for one offence. 2. That the offence was indictable, and that he should have been offered the alternative of a trial before another Court,—32-33 Vic., c. 32, ss. 2 and 3. 3. That the alleged offence was no offence at all.

R. Roy, Q.C., argued: 1. That there was an offence against each person assaulted. 2. That the facts alleged constituted an assault; 32-33 Vic., cap. 32, s. 2, par. 3; Russell on Crimes. 3. The defendant had his option and made option.

Torrance, J. The facts alleged constituted an assault. Further, the conviction makes express mention of the option. The most serious objection is that the petitioner might appear to have been twice convicted for the same offence. I was struck with the objection at the argument, but on examining the first conviction, it appeared to be perfect in form, and the second follows the same form, with the important addition that the second conviction is for a different offence from the first. I think, therefore, that the *certiorari* must be quashed in both cases, and the petition rejected.

Augé for petitioner.

R. Roy, Q.C., for prosecutor.

COURT OF QUEEN'S BENCH.

Montreal, Sept. 22, 1879.

Sir A. A. Dorion, C. J., Monk, Ramsay, Tessier & Cross, JJ.

Scott et al. (defts. below), Appellants, and Payette (plff. below), Respondent.

Report of experts—Enquête may be had on matters not included in the reference to experts.

The action was brought by the respondent to recover a balance alleged to be due under a contract for building a house. To this the defendants pleaded that they had a right to retain 10 per cent. until the work was completed to their satisfaction, and further that they had a claim for damages for delay in doing the work, which damages exceeded the sum due to plaintiff. The case was referred to experts, to enquire whether the building had been constructed according to the terms of the contract, to determine what monies had been paid to plaintiff, and if the building had been accepted by the defendants. The experts reported that plaintiff had received the sum of $9,998, as defendants had alleged. The case was then inscribed for *enquête*, and the plaintiff having declared his *enquête* closed, the defendants wished to proceed with their *enquête*, but the Court refused to allow any witness to be examined, and the case was then decided on the report of experts. The defendants appealed from this judgment, saying that they had a right to proceed with their *enquête*, notwithstanding the report of *experts*, because that did not cover all the defence.

Sir A. A. Dorion, C. J., said the defendants alleged damages suffered by delay, and it was not clear by the order of the Court whether this formed part of the reference. Not a word was said about damages. Now, a report of experts was not like an award of arbitrators; the Court was not bound to rely exclusively upon it. The Court might or might not adopt the opinion of the majority. The evidence offered, therefore, should not have been excluded. Possibly it might not establish that the appellants were entitled to any damages. But at present there was nothing before the Court but a question of procedure. The judgment must, therefore, be reversed.

The judgment was as follows:—

« Considérant que les experts nommés en cette cause n'ont pas été chargés de constater si les appelantes avaient souffert des dommages ainsi qu'elles l'alléguaient dans leur seconde exception péremptoire, et qu'elles avaient le droit de faire preuve de ce fait devant la Cour nonobstant le rapport des experts;

« Et considérant qu'il y a erreur dans le jugement rendu par la Cour Supérieure à Montréal, le 17 Oct. 1877, qui leur a dénié le droit de faire cette preuve, ainsi que dans le jugement final rendu le 29 Nov. 1877;

« Cette Cour casse et annule les dits deux jugements du 17 Oct. 1877, et du 29 Nov. 1877, et procédant à rendre le jugement que la Cour inférieure aurait dû rendre, met à néant tous les procédés qui ont eu lieu dans cette cause en Cour inférieure depuis le dit jour 17 Oct. 1877, et ordonne qu'à la diligence des parties cette cause soit de nouveau placée sur le role des causes pour enquête et mérite, et y être procédée à la preuve sur les faits allégués dans la seconde exception péremptoire des appelantes et cette Cour condamne," &c.

Lacoste & Globensky, for appellants.

Doutre & Doutre, for respondent.

STATUTES OF QUEBEC, 1879.

(Assembly Bill No. 48.)

[1 Section, Honorable Mr. Irvine.
[2 Section, Mr. Wurtele, M.P.P.

An act to amend the Quebec Railway Act, 1869.

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. The 13th Section of the said act is amended by adding the following words at the end thereof: "And after the 30 days following the general annual meeting of the Shareholders, for the election of Directors of the different Co'ys, which will occur after the coming into force of this act fixed by the Charter of each Co., it shall be the duty of the Board of Directors and of the Secretary, to call a general meeting of the Shareholders, whenever required so to do by a requisition in writing, signed by one or more Shareholders, holding at least one half of the subscribed Capital Stock of the Company, for the transaction of such business as may be set forth in the said requisition, which business shall be mentioned in the notice calling the meeting."

2. Paragraph two of section twenty of the said act is amended by the addition of the words following:

" And in every train containing more than one second class car for the transportation of passengers, there shall be one second class car in which smoking shall be prohibited, and when a train contains only one second class car for the transportation of passengers, there shall be a part in such car in which smoking shall be prohibited."

(ASSEMBLY BILL NO. 68.)

[Mr. Wurtele M. P. P.

An act to secure the publicity of seizures of real estate.

Whereas the sale of an immoveable, or the constitution of an hypothec upon an immoveable, after its seizure, is without effect when such seizure is followed by judicial expropriation; and whereas it is often difficult to ascertain whether an immoveable is under seizure or not, and whereas the publicity of the seizure of real estate would increase confidence in transactions for its alienation and in its hypothecation; and whereas it is expedient to provide for such publicity of the seizure of real estate as will guard from surprise, and benefit landed credit: Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. As soon as the sheriff of any district has made a seizure of real estate, he shall transmit to the registrar of the registration division wherein it is situate, a notice thereof; and the registrar shall on receipt of such notice, register and index the same.

2. The registrar shall, until the notice of seizure is cancelled, mention it in all certificates demanded of him, either against the real estate described in such notice or against the judgment debtor upon whom the real estate was seized.

3. When the seizure is followed by judicial expropriation, the registration of the notice shall be cancelled by the registration of the sheriff's deed of sale, and the registrar shall make mention thereof in the margin of its entry.

4. When the seizure is released, the registration of the notice shall be cancelled by the deposit in the registry office, of a certificate establishing such release, given by the prothonotary; and mention of the cancellation must be made in the margin of the registry of the notice.

5. When a seizure of real estate is annulled and the judgment creditor is condemned to pay the costs thereof, the expenses of the cancellation of the notice of seizure shall be at his charge.

6. The prothonotary is bound to deliver to any person demanding the same, a certificate of the release from seizure of any real estate that may appear by the record of the cause in which such seizure was made.

7. The sheriff, registrar and prothonotary shall be entitled to such fees for the performance of the duties imposed by this act as may be established by order of the lieutenant-governor in council.

8. The provisions of this act are only directory; and the omission to comply with them, shall not invalidate the sheriff's sale in any cause in which such omission may occur.

9 This act shall come into force on the day of its sanction.

BOARD OF NOTARIES.—The semi-annual meeting of the Board of Notaries for the Province of Quebec was held Oct. 1, in the Council Chamber of the City Hall, Montreal, at which there was a very large attendance. The following office-bearers were elected to serve during the ensuing three years:—Robert Trudel, Batiscan, President; J. S. Hunter, Montreal, Vice-President; F. J. Durand, Montreal, Treasurer; L. E. Galipeault, Maskinonge, Syndic; J. B. Delage, Secretary at Quebec; H. A. A. Brault, Secretary at Montreal.