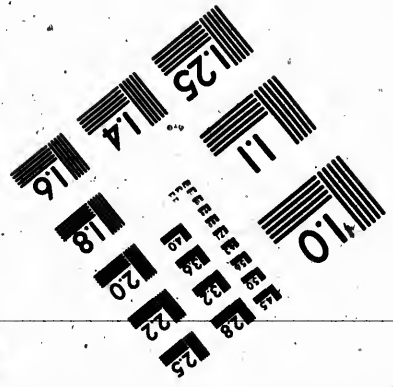
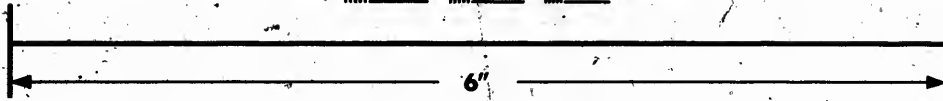
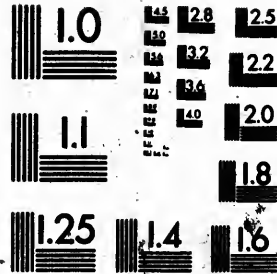


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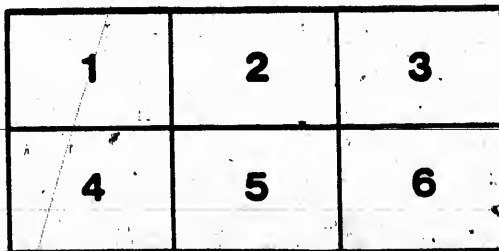
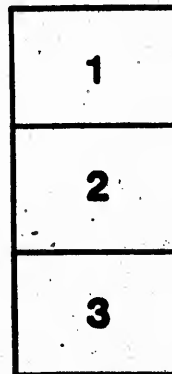
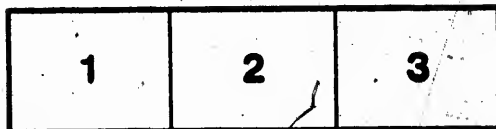
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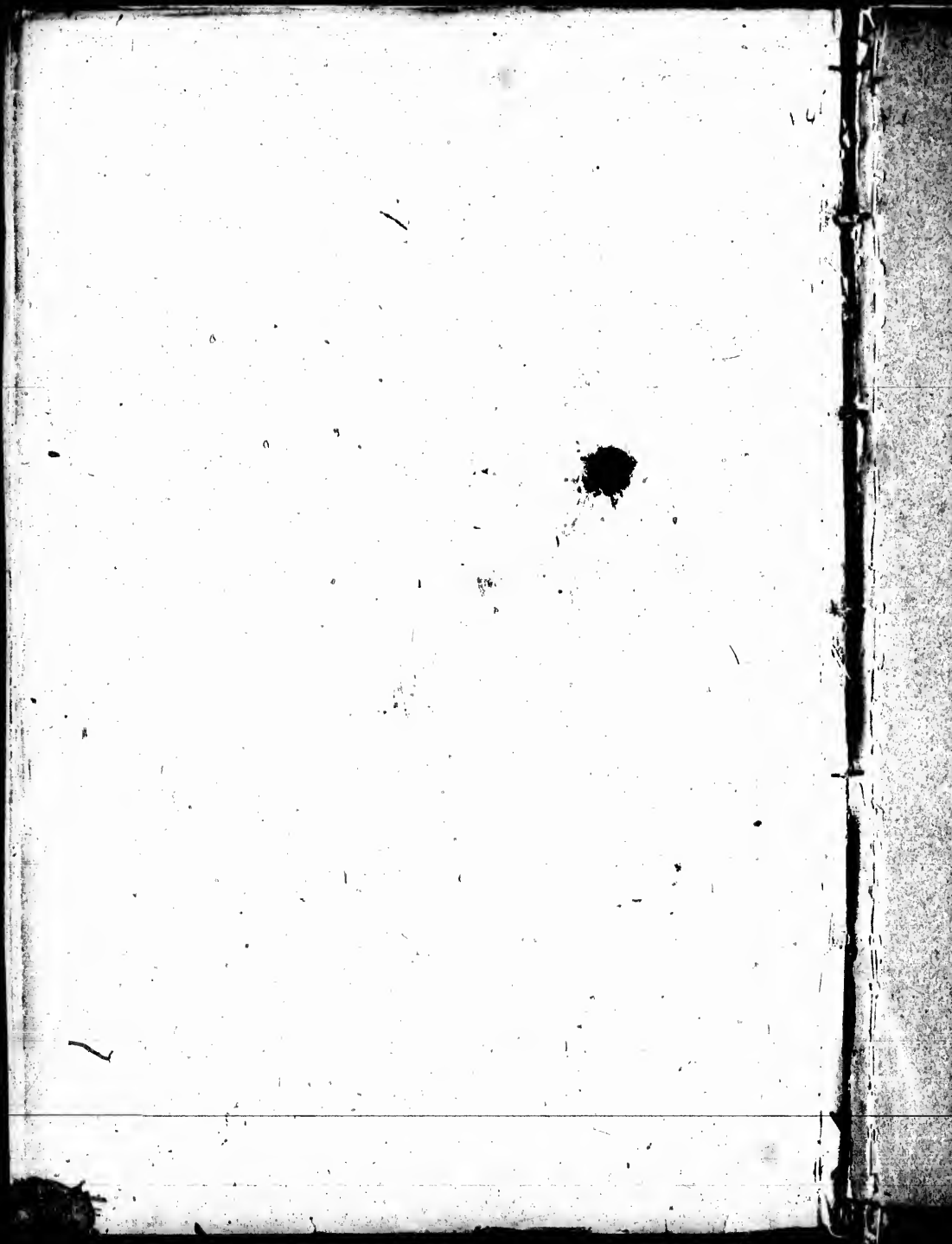
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THE
COLLECTION LAWS

OF THE
DOMINION OF CANADA,

CONTAINING

A COMPILATION BY RELIABLE SOLICITORS OF THE LAWS RELATING TO COLLECTIONS IN THE PROVINCES OF ONTARIO, QUEBEC, NOVA SCOTIA, NEW BRUNSWICK, PRINCE EDWARD ISLAND, MANITOBA, AND BRITISH COLUMBIA,

WITH ALSO A

SUMMARY OF THE INSOLVENT LAW

AND A

LIST OF CHARTERED BANKS AND THEIR AGENCIES.

PUBLISHED BY THE
NORTH AMERICAN COLLECTION ASSOCIATION,
BELLEVILLE, ONTARIO.

PRICE, **FIFTY CENTS.**

BELLEVILLE:

"THE DAILY ONTARIO" STEAM PRINTING AND BOOKBINDING ESTABLISHMENT.
1878.

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PREFACE.

In bringing before the public the Collection Laws of Canada, we have had only one object in view and that to give the business community a ready means of understanding the Law of each Province, and this has been brought about by our Solicitors writing them up in shape to be readily comprehended without the assistance of legal aid. The same has been compiled by legal gentlemen who thoroughly understand the Laws of their respective Provinces; and doing as they are, a very large mercantile collection business, are in a position to know what Laws are needed to prove beneficial to the business men. During the past three years, the publishers have been reminded frequently that the Laws as now placed before you, would prove of great assistance to the trade. We have spared no expense to make them useful, and if they now serve the purpose intended, our labor will not have been thrown away. There has been added a list of the chartered Banks and their agencies, which list you will find carefully revised to date. Before closing we wish to draw your attention to the legal cards, and if you should have occasion to use them you can do so with the assurance that your interest will be promptly attended to.

CARD OF THANKS.

We are under obligations to the following named Solicitors, for the able manner in which they have compiled the Laws of their respective Provinces :

Insolvent Law.—O'Gara, Lapierre and Remon.

Ontario.—Edward H. Tiffany.

Quebec.—W. B. Walker of Hutchinson & Walker.

Nova Scotia.—Foster & Foster.

New Brunswick.—

Prince Edward Island.—Davies & Sutherland.

Manitoba.—Macdonnell & Howard.

British Columbia.—Edwin Johnson.

SYNOPSIS

OF THE

INSOLVENT ACT OF 1875 AND AMENDING ACTS.

1. These acts apply to traders, trading co-partnerships and trading Companies, whether incorporated or not, except incorporated Banks, Insurance, Railway and Telegraph Companies.

2. A debtor is deemed insolvent, if he calls a meeting of creditors for the purpose of a composition; if he exhibits no statements shewing his inability to meet his engagements; if he in any way acknowledges his insolvency; if he absconds or is about to abscond, or conceals himself with intent to defraud or to avoid arrest or service of process; if he secretes or is about to secrete any part of his estate, or assigns or removes, disposes of, or is about to assign, remove or dispose of, any of his property with intent to defraud, defeat or delay his creditors, or if with such intent, he procures his property to be seized or taken under any process or execution for a sum exceeding \$200.00; if he has been imprisoned or upon the good limits for more than 30 days in a civil action for \$200.00 or upwards, and having been so imprisoned or upon the limits has escaped; if he willfully neglects or refuses to appear on any rule or order requiring his appearance to be examined as to his debts, or to obey or comply with any rule or order made for payment of his liabilities, or to obey or comply with any order or decree of the Court of Chancery, or of any of the Judges thereof, for payment of money; if he has made any general conveyance or assignment for the benefit of his creditors otherwise than under these acts, or if being unable to meet his liabilities in full, he sells or conveys the whole or the main part of his stock in trade, or of his assets without the consent of his creditors, or without satisfying their claims, or if he permits any execution under which any of his property is seized to remain unsatisfied till within four days of the time fixed by the Sheriff or Officers for the sale, or for fifteen days after such seizure.

3. If a debtor ceases to meet his liabilities generally as they become due, any one or more creditors for unsecured claims of not less than \$100.00 each, and amounting in the aggregate to \$500.00, may make a demand requiring an assignment for the benefit of creditors, such proceedings to be taken within three months, next after the act or omission relied upon as subjecting such estate thereto.

4. Any creditor upon his affidavit or that of his Clerk or Agent, that a trader is indebted to him in a sum provable in insolvency of not less than \$200.00 over and above any security held for the same, and disclosing such facts and circumstances as will satisfy the Judge in the County or district in which such trader has his chief or one of his principal places of business, that such trader is insolvent and that his estate has become subject to liquidation, and that he the creditor, does not act in collusion with such trader, nor to procure him any undue advantage against his creditors, shall be entitled to a writ of attachment against the estate and effects of such trader.

5. The debtor may within five days from the service of a demand of assignment or of the writ of attachment by petition to a Judge pray for the setting aside of such demand or writ, on showing that such demand or writ has been illegally or improperly served or issued.

6. The debtor and witnesses as to his estate may at any time on order obtained for that purpose be examined before the Court or a Judge or the assignees.

7. At the first meeting of the creditors to be called by the assignee, an assignee may be appointed, and the amount of security he is to give fixed. Inspectors may be appointed and

6
 their remuneration (if any) agreed upon, (the report of the official assignee and any offer of composition by the insolvent may be received; the examination of the insolvent may be gone into, and resolutions may be passed as to the disposal of the estate, the continuance or cessation of leases of premises occupied by the insolvent and the place where subsequent meetings are to be held, and the ordering of the affairs of the estate generally:

8. An insolvent who has procured a consent to his discharge, or the execution of a deed of composition and discharge by a majority in number of creditors who have proved claims to the amount of \$100.00 and upwards, and who represent at least three fourths in value of all the proved claims, may file such consent of deed, and apply to the Court or a Judge for a confirmation thereof.

9. If after the expiration of one year, from the date of the assignment, or of the issue of the writ of attachment, the insolvent has not obtained a consent to his discharge or the execution of a deed of composition and discharge, he may apply by petition after proper notice for a discharge, which may be suspended or classified as to the second class in the discretion of the Judge.

10. A creditor holding security, must specify the nature and amount of such security in his claim, and place a specified value thereon, and the assignee, under the authority of the creditors, may either consent to his right to rank for such liability, or to the retention of the property constituting such security by the creditor, at such specified value, or he may require from such creditor an assignment of such liability, or an assignment of such security at an advance of ten per centum upon such specified value, and if a creditor holds a claim based upon negotiable instruments upon which the insolvent is secondarily liable, and which is not mature he shall be considered as holding security, and shall put a value thereon; but after maturity and non-payment of such liability, he shall be entitled to amend and re-value his claim.

11. Wages are a privileged claim to the extent of arrears for three months, next proceeding the insolvency and rent for six months.

12. Assignees are subject to the compulsory jurisdiction of the Court or Judge in the same manner, and to the same extent as the ordinary officers of the Court.

13. All gratuitous contracts or conveyances made by a debtor becoming an insolvent within three months, next thereafter and all contracts by which creditors are obstructed or injured made by a debtor, unable to meet his engagements, and afterwards becoming insolvent to a person knowing such inability or having probable cause for believing such inability to exist, or after such inability is public and notorious are presumed to be made with intent to defraud creditors, and may be set aside, as also all contracts by which creditors are injured or obstructed, made within 30 days before insolvency, or made with intent to defraud.

14. All payments made within thirty days next before a demand, when followed by an assignment, or before the issuing of a writ of attachment to a person aware of the debtors inability to meet his engagements, may be recovered back by the assignee.

15. Any person purchasing goods on credit, knowing himself or the firm of which he is a member, to be unable to pay, or procuring any advance in money, or any endorsement or acceptance of negotiable paper without consideration or inducing any person to become security under the same circumstances shall be held guilty of a fraud, and liable to imprisonment for a term not exceeding two years, unless debt and costs are sooner paid.

COLLECTION LAWS.

PROVINCE OF ONTARIO.

- 1. ARREST.**—In action in the Superior and County Courts the plaintiff can obtain a Judge's order, authorizing issue of writ of *capias ad respondendum* against the defendant upon affidavits if the plaintiff, or other person, showing to the satisfaction of the Judge, that the plaintiff has a cause of action against the defendant to the amount of \$100.00 or upwards, or has sustained damage to that amount, and also showing such facts as satisfy the Judge that there is good and probable cause for believing that the defendant, unless forthwith apprehended, is about to quit Ontario with intent to defraud the plaintiff, or his creditors generally. If the action has originally commenced with issue of writ of *capias ad resp.*, a writ of *capias ad satis*, may issue without further affidavits, otherwise the latter writ will not issue, except upon a Judge's order granted on affidavit containing similar allegations, or on it being shown that defendant has parted with his property, or made some fraudulent or secret conveyance thereof, in order to prevent its being taken in execution. If upon the examination of a judgement debtor as to his property and means of satisfying his debts, he refused to disclose his property, or transactions, or does not make satisfactory answers, or refuses to attend such examination, or a fraudulent disposal of his property is proved to have been made, the Court or Judge may commit him to goal for a period not exceeding one year, or direct the issue of a writ of *capias ad satis* against such debtor. No arrest can be made for non-payment of costs.
- 2. ADMINISTRATION OF ESTATES.**—Any person, claiming to be a creditor of a deceased debtor may apply to the Court of Chancery on motion for an order for the administration of the real and personal estate of such deceased debtor, in which case the court assumes the taking of accounts and administers the assets for the payment of the debts of deceased debtor generally. On a deficiency of assets creditors rank *pari passu*, without distinction of nature of claim; this, however, does not prejudice any lien existing during the lifetime of the debtor on any of his real or personal estate, such as a writ of *Fieri Facias* against lands in Sheriff's hands at time of decease, or Mortgage or other lien executed by debtor in his lifetime.
- 3. ASSIGNMENT OF BOOK DEBTS &c.**—Every debt and chose in action, arising out of contract, other than bills and notes, is assignable at law, by any form of writing; subject to the conditions in respect to the right of transfer, contained in original contract, and the assignee may sue in his own name thereon. Original right of set off and other defences existing prior to transference preserved; notice of transfer should be given by assignee to debtor.
- 4. ATTACHMENT OF PROPERTY OF ABSCONDING DEBTOR.**—(1.) Issues from Division Court on claims for debt, judgment or damages, arising upon contract, from \$4 to \$100, in case debtor, with intent to defraud, absconds from Ontario leaving personal property liable to seizure under execution, or attempts to remove such property from one county to another or keeps himself concealed in any county to avoid service of process. (2.) Issues from Superior and County Courts when claim exceeds \$100.00 on affidavit by plaintiff, his servant, or agent, showing that debtor is indebted to the plaintiff in \$50.00 or upwards, stating cause of action, and that deponent believes that the debtor has departed from Ontario with intent to defraud plaintiff, or to avoid arrest, and at time of departure had real and personal property; and in addition (corroborated in this last statement by affidavit of two other credible persons) showing the departure of defendant

COLLECTION LAWS.

from Ontario, with intent to defraud. In Superior and County Courts the attachment covers the real as well as personal property, in case of insufficiency of debtors property to satisfy the claims of plaintiff, and of such other creditors as shall place their executions in the Sheriffs hands within six months from the date of the first writ, the proceeds will be distributed rateably. Property of debtor held by third parties in collusion with debtor can be recovered.

5. **Bankruptcy.**—When debtor fails to meet his liabilities, and bona fide creditors, of \$100 each representing together \$500.00 and not acting in collusion with debtor may demand an assignment. Debtor has five days after demand to contest validity thereof, or to make assignment. A debtor is deemed to become insolvent. (1) If he calls a meeting of creditors, or admits his inability to meet his liabilities. (2) Absconds, attempts to abscond or conceal himself. (3) Secretes effects. (4) Makes a fraudulent disposal of property. (5) Connives at seizure of his property under execution. (6) Is imprisoned for more than 30 days in action for \$200.00, or upwards. (7) Neglects to appear for examination. (8) Disobeys order of the Court. (9) Makes general assignment, other than in the mode prescribed. (10) Or allows execution to remain unsatisfied till within 4 days of date of sale, or 15 days after seizure. Writs of attachment will issue on affidavit of creditor his clerk, or agent (where claim is not less than \$200.00 over value of any security) showing that debtor is insolvent, and that his estate is liable to liquidation. All assignments must be made to the official Assignee of County where Insolvent has his domicile or place of business. Insolvent has seven days after assignment to furnish a statement of liabilities, assets &c. Official Assignee calls first meeting of creditors, to be held within three weeks from date of demand, by giving ten days notice thereof. If Official Assignee omits to call such meeting, the judge, on the application of assignee, or any creditor, will order such meeting to be called. The auditors at such meeting may appoint an assignee, and in default of such an appointment the Official Assignee retains office. Creditors may require assignee to give security. Creditors cannot vote unless personally present or represented by agent appointed in writing. All claims must be filed with the assignee within one month after his appointment, if not so filed, assignee must reserve dividend to meet same, but if claims be not filed prior to last dividend the same so reserved shall form part of such final dividend. Insolvent may apply for a discharge by filing with assignee a consent in writing to his discharge or a deed of composition and discharge, signed by majority of creditors of \$100 each, and upward, who represent at least three-fourths in value of all the claims of \$100 and upwards, which have been proved. He must also make affidavit, that no preferential payment, promises or inducements, have been given, or held out, so any creditor so signing the deed of composition, and procure a certificate, from the assignee, that he has delivered a correct statement of assets and liabilities. But Insolvent will not be entitled to his discharge, if the proper proportion of his creditors in number and value has not been obtained, or he has been guilty of fraud, or has not kept proper books of account. The Court may, in such cases, order suspension of discharge for a period of not more than five years, or declare the same to be of the second class. The creditors are at liberty to oppose granting of discharge and the judge is prohibited from granting same unless it can be shown (1) that a dividend of 50 cents on the \$ on the unsecured claims has been, or will be, paid out of estate or (2) that such dividend might have been realised, but for the negligence or fraud of Assignee or Inspector or (3) that Insolvent had previous proceedings being instituted, mailed to his creditors a declaration of his insolvency, and creditors took no proceedings for one month after date of mailing said declaration, and that such dividend would have been paid but for circumstances arising more than one month after mailing declaration. Creditors holding secured claims must place a value thereon, and can only vote upon the difference, if any, between the value at which it is retained, and the amount of such claim. Clerks, and others in employ of Insolvent, are entitled to arrears of wages, not exceeding two months preceding insolvency, and, for wages accruing due, for a period not exceeding one month, during which time they must perform any work connected with the business carried on by Insolvent, if required by the Assignee. Affidavits made out of Canada, in reference to insolvency proceedings, can be sworn before any of the following officials, viz., by a Judge of a Court of Record, Commissioner for taking affidavits, appointed by the Canadian Courts, Notary Public,

PROVINCE OF ONTARIO.

Chief Municipal officers of any town or city, British Consul, Vice Consul etc. All gratuitous contracts made by insolvent within three months preceeding date of demand of assignment, or writ of attachment, are presumed to be fraudulent. Contracts for consideration made by debtor, unable to meet his engagements with others, within 30 days prior to demand of assignment, or writ of attachment, are voidable; subject to protection of the other party to such contracts, who were ignorant of such inability. Fraudulent preference, payments, and transactions, are void. A debtor, purchasing goods on credit, knowing, or having probable cause for believing, himself unable to pay therefor, and concealing such fact from the Vendor, is guilty of fraud, and liable to imprisonment for a term not exceeding two years, unless the debt and cost be sooner paid. Appeals in Insolvency proceedings are determined in the Court of Error and Appeal.

6. **BILLS AND NOTES.**—Three days grace allowed except when payable on demand a one cent stamp must be affixed where amount of instrument is \$25; two cents over \$25 to \$50; three cents over \$50 to \$100; and three cents for each subsequent \$100 and fractional part thereof. Party receiving an unstamped instrument must, after double stamps at time instrument comes into his possession. Where the instrument carries interest, the interest is to be added to principle, to compute value of stamps required. Bank cheques, Post Office orders, Municipal Debentures, Coupons, Bills and Notes drawn and payable out of Canada, are exempt from stamp duties. Notices of protest, or dishonor, are sufficient given, if addressed to parties liable at place where instrument is dated, though not then place of residence, unless another place is designated under signatures of such parties.
7. **BILLS OF LADING.**—Assignments of bills of lading pass the contract, as well as the property, in the goods mentioned therein to indorsee, without prejudice, however, to the right of stoppage in transitu, or right to claim freight against original shipper or owner.
8. **BILLS OF SALE AND CHATTEL MORTGAGES.**—Sales or mortgages of personalty unaccompanied with an actual, immediate, and continual change of possession are void as against creditors of vendor, or mortgagor and subsequent purchasers or mortgagees in good faith for value, unless the goods are clearly and distinctly described, and the written instrument of sale, or mortgage, or a true copy thereof, be filed within five days from the execution thereof, in the office of the Clerk of the County Court, of the County where vendor or mortgagor resides, at the time of the execution thereof, or, if not resident, then, in the County where the property so sold or mortgaged is at the time of the execution of such instrument, accompanied with affidavits of witness as to proper execution, and of vendor, or mortgagee, showing the consideration and good faith of transaction: Chattel mortgages so filed will cease to be valid against creditors of mortgagor, and against subsequent purchasers or mortgagees in good faith after expiry of one year from original filing, unless a true copy thereof, together with a statement exhibiting mortgagees interest in the property and of the amount due, verified by affidavit of mortgagee, be again filed in the office where original is filed within thirty days prior to the expiry of the year.
9. **COURTS.**—(1) Division Court holds jurisdiction in tort to \$40. In debt, breach of covenant, or contracts, money demand and accounts &c. to \$100 unless balance is of an unsettled account, in the aggregate of over \$400, when County Court holds plea. Cases may be raised to Superior Court on Judges order (2) County Courts, Jurisdiction (1) personal actions and wrongs from \$40 to \$200 (2) debt, covenant, contract, accounts, &c., when liquidated by account or signature of parties \$100 to \$400 with right of appeal to Superior Court (3) Court of Queen's Bench and Common Pleas (Superior Courts) have concurrent jurisdiction in all actions, causes and suits, criminal, civil, real, personal, mixed with right to appeal to Court of Error and Appeal and from thence to Supreme Court. Practice similar to English practice prior to passing of judicature act.
10. **DEEDS.**—The affidavit of execution required for Registry purposes must be administered by anyone of the hereinafter mentioned officials under the following circumstances (1) If made in Ontario before Registrar, or Deputy Registrar of County where to be registered, or a Judge of any Superior Court of Law or Equity, or Judge of County Court, within his County, or Commissioner for taking affidavits, or Justice of the Peace for the County (2) If executed in the Province of Quebec before Judge or Prothonotary of the Superior Courts, or a clerk of the Circuit Court, or a Commissioner authorized to take

COLLECTION LAWS.

affidavits in Quebec, for the Ontario Courts, or a Notary Public, certified under his official seal (3) In Great Britain or Ireland and British Colonies before a Judge of the Supreme or Superior Court, or a Judge of County Courts in his own County, or the Mayor or Chief Magistrate of any city or town under the common seal, or a Commissioner for taking affidavits, for the Ontario Courts, or Notary Public, under his seal, (4) In any British Colony or possession before Judge of Court of Record, or Supreme Jurisdiction, or before a Mayor of any town under common seal, or a Notary Public under his notarial seal, or a Commissioner authorized by the laws of Ontario to take affidavits in such colony or possession for the Province of Ontario (5) In the United States or other foreign country by a Judge of any Court of Record, or Mayor or Chief Magistrate of any city or town under common seal, or a Consul, Vice Consul, or Consular agent of H. M., resident therein, or a Notary Public, under official seal. In addition to the above, the affidavit will be sufficient, if sworn before any Commissioner appointed by the Lieutenant Governor of Ontario for taking affidavits for the Ontario Courts.

11. Evidence.—All parties can testify, no exception made as to husband and wife; but in suits by, or against, personal representatives evidence as to matters occurring prior to death of party represented, must be corroborated by other material evidence. Commission to take evidence of parties or witnesses resident out of Ontario, will be granted upon application by affidavit.

12. Execution may issue in cases of debt, or liquidated demand, or judgment by default of appearance, or plea, at any time after eight days from last day for appearance to writ; otherwise the amount of claim must be previously assessed by the Court. Judgment on verdict can be entered in the Superior Courts, on fifth day of ensuing term, and in the County Court on the third day of term, provided no motion for new trial has been made and execution may issue forthwith on entry of judgment. In the Division Court execution usually issues on the expiry of 15 days after hearing. In all cases, however, after verdict, Court may grant immediate execution on fraud being shown on part of defendant. Executions may issue concurrently against goods and lands of debtor, but cannot be enforced against the lands, until the goods have been exhausted. In the Division Court execution cannot issue against the lands of debtor, but if the amount of judgment exceeds \$40, and no goods are to be found, a transfer of the judgment can be filed in the County Court, of the County where the lands lie, upon which transcript execution against lands of debtor, will issue. In actions of detinue, judge may order execution to deliver up the specific articles detained.

13. EXEMPTION FROM EXECUTION OR ATTACHMENT.—The following property is exempt. The bed, bedding, and bedsteads, in ordinary use, necessary and ordinary wearing apparel of debtor and his family, one stove and pipes, one crane and appendages, one pair of andirons, one set of cooking utensils, one pair of tongs and shovel, one table, six chairs, six knives, six forks, six plates, six teacups, six saucers, one sugar basin, one milk jug, one teapot, six spoons, all spinning wheels and weaving looms in domestic use, ten volumes of books, one axe, one saw, one gun, six traps and such fishing nets and seines, as are in common use, all necessary fuel, meat, fish, flour, and vegetables, actually for use sufficient for thirty days, and not exceeding \$40 in value; one cow, four sheep, two hogs and food therefor for 30 days, tools and implements or chattels, usually in the debtors occupation, to value of \$60 and fifteen hives of bees. The exempted goods re- main exempt after decease of debtor, against his creditors, and become the property of his widow and family. The debtor, his widow or family, have the privilege of selecting from a larger number, the various articles exempted. An article, otherwise exempt from seizure, is not exempt where the debt is incurred in reference to the identical article. Material furnished by mechanics, workmen or contractors, to be used in construction of buildings are exempt from seizure under execution other than for debt contracted for the purchase thereof. Writs of execution as against the debtor and his representatives bind the property from the date of writ, but, as against purchasers, from the time writ is delivered to the Sheriff.

14. GARNISHMENT OF DEBTS.—In Division Court plaintiff may (except in suit for damages) garnish debts due, or accruing due, to the defendant at commencement of suit, or at any time after judgment entered, and judgment debtor may be ordered to pay certain sums monthly in satisfaction of judgment. In Superior and County Courts, orders to garnish

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debts are granted after judgment obtained. Salary or wages due to mechanics, clerks, workmen, servants, or employees cannot be garnished if \$25 or under; if in excess of \$25 only the excess can be garnished.

15. **HOMESTEAD.**—In the Free Grant District 200 acres may be granted by the Crown to actual settlers over eighteen year old, which grants are absolutely exempt from seizure before issue of patent. After issue of patent, as long as any interest in land is owned by settler his widow or heirs, it is exempt during twenty years from date of location, unless for debts secured by a valid mortgage, made subsequent to such issue.
16. **INTEREST** may be at any rate agreed upon, Banks, and Insurance Companies, however, are limited to certain rates in the absence of agreement. When interest is allowable, the legal rate is six per cent. on any debt or sum certain. Interest is allowable (1) where the debt, or sum certain, is payable by virtue of any written instrument, at certain time from the time such debt or sum certain is payable (2) where such debt, or sum certain, is payable otherwise than by virtue of written instrument at a certain time. Then interest may be allowed from the time a written demand of payment is made notifying the debtor that interest will be claimed from the date of such demand.
17. **LIEN.**—Judgment is no lien, but, creditor, upon depositing with Sheriff writs of Fi. Fa. against defendants goods and lands, such property is bound from delivery. These writs may issue simultaneously but debt must be levied against the goods prior to proceedings being had against the lands (see article essential), mechanics, contractors, builders and laborers erecting or repairing buildings or furnishing materials, have a lien on such lands to the value of such work and materials, provided a statement, verified by affidavits, be filed within thirty days in County Registry office and proceedings taken to enforce such claims at law within ninety days from time of work completed or materials furnished.
18. **LIMITATION OF ACTIONS.**—On simple contract debts, money demands, and personal actions, six years on contracts under seal other than mortgage debts, 20 years. Real actions and mortgage debts 10 years. The absence or non-residence of plaintiff will not prevent operation of the statute.
19. **MARRIED WOMEN.**—Real and personal estate exempt from husbands debts possession of wife's personality does not render same liable for debts. A married woman may purchase stock, deposit money in banks in her own name, give receipts therefor, sue for, and be sued, on accounts of her own property, in her own name as if she were feme sole. Husband is not liable for debts of wife regarding her separate employment, &c.
20. **NOTARY** appointed by Lieutenant Governor. He draws papers and issues deeds, contracts, charters, parties and other mercantile transactions, attests all commercial instruments for public protestation. All foreign bills and notes must be protested by a Notary. Inland bills and notes do not necessarily require protest, yet protest is always advisable as the production of the protest is prima facie evidence of all allegations therein contained.
21. **SECURITY FOR COSTS.**—A non-resident plaintiff must give security for costs of suit, if application therefor be made by defendant; unless such plaintiff has sufficient real or leasehold estate within Ontario to satisfy the defendants costs in case of non-suit or verdict for defendants.

PROVINCE OF QUEBEC.

COURTS.

- CIRCUIT COURT.**—Jurisdiction to \$200; cases over \$100 appealable. In the cities of Quebec and Montreal, cases over \$100 are cases in the Superior Court.
- SUPERIOR COURT.**—Original jurisdiction over all cases and complaints not cognisable by the Circuit Court.
- COURT OF REVIEW.**—An intermediate appeal by rehearing before three Judges of the Superior court, or Circuit court in appealable cases. Deposits for costs required \$20 or \$40, according to the amount of the action.
- COURT OF QUEBEC BAYON.**—Appeal side is composed of five Judges and is a final court of Appeal in this Province, except in cases involving \$2000, and upwards, which cases may

COLLECTION LAWS.

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be further appealed to Her Majesty in the Privy Council, or to the Supreme court of Canada, sitting at the city of Ottawa.

SUPREME COURT OF CANADA, the highest court of the Dominion, is comprised of six judges, and is the final court of Appeal for the Province of Quebec.

INSOLVENCY CASES.—Arrest by capias or attachment, and lessor and lessee's cases are decided summarily. Traders who fail to meet their commercial liabilities generally as they become due, may be placed in insolvency by demand of one or more creditors, holding \$500 or over unpaid. For fraud, sequestration, etc. etc., writ of compulsory liquidation may issue upon an affidavit showing debt of \$200 or upwards; writ of compulsory liquidation may also issue upon affidavit that a trader is insolvent for \$200 and upwards. Claims must be filed within one month after appointment of assignee. If not so filed, assignee shall reserve dividend to meet the same; but if not filed prior to last dividend, the amount so reserved shall form part of last dividend; insolvent can obtain discharge upon consent or deed of composition and discharge executed by a majority of creditors who have proved claims for \$100 and upwards, and representing at least three-fourths in value of all claims of \$100 and upwards which have been proved; but if estate realises less than thirty-three cents on the dollar, and deficiency is not satisfactorily accounted for, the judge may refuse the discharge of the insolvent.

ARREST.—For fraudulent departure from the Province of Quebec, or the sequestration of property, past or intended, with intent to defraud. No arrest allowed for foreign debt, England held to be a foreign country. No arrest for debt under \$40.

ATTACHMENT.—For any debt whatever above \$5 upon like grounds.

LIMITATION.—Five years for professional services and disbursements; five years for notes and bills from date of maturity; sales of moveable effects, work and labor, except physicians, one year; and workmen, not domestics, two years; damages for offences or quasi offences; tuition and lodging, one year; hotel or boarding house charges, etc., one year.

EVIDENCE.—The rules of Commercial laws of England.

EXEMPTION.—Six of usual articles used in household, clothing, bed and bedding of family.

EXECUTION.—Issued fifteen days after judgment; may issue at once upon affidavit showing intended fraud or removal of goods and effects; delay to review eight days from judgment, delay to appeal one year from final judgment.

INTEREST.—Collected as stipulated: Legal in default of covenant, six per cent. Interest runs on notes from date of maturity; upon accounts from date of suit.

SUITS.—Any non-resident of the Province of Quebec must enter security for costs by two sureties, or money deposit; in the Circuit court, for \$50, Superior court, \$100; also there must be filed a power of attorney to the attorneys to sue.

ATTORNEYS.—Has no legal power to receive money and discharge debtor. If moneys be not paid over, his receipt is no bar to execution to collect.

NOTARY PUBLIC.—Draws and signs deeds of which certified copies make authentic evidence; he retains the originals. Upon his death his heirs by law are bound to deposit them in court where copies or extracts may be obtained. Profession distinct from that of Advocate, &c. Receives his license after undergoing an examination by Board of Notaries, previously serving three years as an articled clerk.

ASSIGNEE in insolvency are subject to the summary jurisdiction of the court. They are appointed by the Dominions Government and give security to the Government.

COURTS of every kind are taxable by a tariff duly revised by the authorities.

DEEDS executed in this Province by a judge or Prothonotary of the Superior court, or a clerk of the Circuit court, or a commissioner authorized to take affidavits, or a notary public, under official seal. Is executed in Great Britain or Ireland and British Colonies by a judge of the Superior or County courts, or the mayor or chief magistrates of town or city under corporate seal, or notary public under seal.

In United States or other foreign countries, by a judge of any court of record, or mayor or chief magistrates of town or city under corporate seal, or Consul or vice-Consul of H. M., or notary public, under official seal. In addition to the above, affidavit will be sufficient if sworn before a commissioner appointed by the Lieut. Governor of the Province of Quebec.

Chief Municipal officers of any town or city, British Consul, Vice Consul etc. All gratuitous contracts made by Insolvent within three months preceding date of demand of assignment, or writ of attachment, are presumed to be fraudulent. Contracts for considerations made by debtor, unable to meet his engagements with others, within 30 days prior to demand of assignment, or writ of attachment, are voidable; subject to protest of the other parties to such contracts, who were ignorant of such inability. Fraudulent preference, payments, and transactions, are void. A debtor, purchasing goods on credit, knowing, or having probable cause for believing, himself unable to pay therefor, and concealing such fact from the Vendor, is guilty of fraud, and liable to imprisonment for a term not exceeding two years, unless the debt and cost be sooner paid. Appeals in Insolvency proceedings are determined in the Court of Error and Appeal.

6. **BILLS AND NOTES.**—Three days grace allowed except when payable on demand a one cent stamp must be affixed where amount of instrument is \$25; two cents over \$25 to \$50; three cents over \$50 to \$100; and three cents for each subsequent \$100 or fractional part thereof. Party receiving an unstamped instrument must, affix double stamps at time instrument comes into his possession. Where the instrument carries interest, the interest is to be added to principle, to compute value of stamps required. Bank cheques, Post Office orders, Municipal Debentures, Coupons, Bills and Notes drawn and payable out of Canada, are exempt from stamp duties. Notices of protest, or dishonor, are sufficiently given, if addressed to parties liable at place where instrument is dated, though not then place of residence, unless another place is designated under signatures of such parties.

7. **BILLS OF LADING.**—Assignments of bills of lading pass the contract, as well as the property, in the goods mentioned therein to indorsee, without prejudice, however, to the right of stoppage in transitu, or right to claim freight against original shipper or owner.

8. **BILLS OF SALE AND CHATTEL MORTGAGES.**—Sales or mortgages of personality unaccompanied with an actual, immediate, and continual change of possession are void as against creditors of vendor, or mortgagor and subsequent purchasers or mortgagees in good faith for value, unless the goods are clearly and distinctly described, and the written instrument of sale, or mortgage, or a true copy thereof, be filed within five days from the execution thereof, in the office of the Clerk of the County Court, of the County where vendor or mortgagor resides, at the time of the execution thereof, or, if not resident, then, in the County where the property so sold or mortgaged is at the time of the execution of such instrument, accompanied with affidavits of witness as to proper execution, and of vendee, or mortgagee, showing the consideration and good faith of transaction: Chattel mortgages so filed will cease to be valid against creditors of mortgagor, and against subsequent purchasers or mortgagees in good faith after expiry of one year from original filing, unless a true copy thereof, together with a statement exhibiting mortgagees interest in the property and of the amount due, verified by affidavit of mortgagee, be again filed in the office where original is filed within thirty days prior to the expiry of the year.

9. **COURTS.**—(1) Division Court holds jurisdiction in tort to \$20. In debt, breach of covenant, or contracts, money demand and accounts &c., to \$100 unless balance is of an unsettled account in the aggregate of over \$200, when County Court holds plea. Cases may be raised to Superior Court on Judges order (2) County Courts, Jurisdiction (1) personal actions and wrongs from \$50 to \$200 (2) debt, covenant, contract, accounts, &c., when liquidated by account or signature of parties \$100 to \$200 with right of appeal to Superior Court (3) Court of Queen's Bench and Common Pleas: (Superior Courts) have concurrent jurisdiction in all actions, causes and suits, criminal; civil, real, personal, mixed with right to appeal to Court of Error and Appeal and from thence to Supreme Court. Practice similar to English practice prior to passing of judicature act.

10. **DIXES.**—The affidavit of execution required for Registry purposes must be administered by any one of the hereinafter mentioned officials under the following circumstances (1) If made in Ontario before Registrar, or Deputy Registrar of County where to be registered, or a Judge of any Superior Court of Law or Equity, or Judge of County Court, within his County, or Commissioner for taking affidavits, or Justice of the Peace for the County (2) If executed in the Province of Quebec before Judge or Prothonotary of the Superior Courts, or a clerk of the Circuit Court, or a Commissioner authorized to take

affidavits in Quebec, for the Ontario Courts, or a Notary Public, certified under his official seal (3) In Great Britain or Ireland and British Colonies before a Judge of the Supreme or Superior Court, or a Judge of County Courts in his own County, or the Mayor or Chief Magistrate of any city or town under the common seal, or a Commissioner for taking affidavits, for the Ontario Courts, or Notary Public, under his seal, (4) In any British Colony or possession before Judge of Court of Record, or Supreme Jurisdiction, or before a Mayor of any town under common seal, or a Notary Public under his notarial seal, or a Commissioner authorized by the laws of Ontario to take affidavits in such colony or possession for the Province of Ontario (5) In the United States or other foreign country by a Judge of any Court of Record, or Mayor or Chief Magistrate of any city or town under common seal, or a Consul, Vice Consul, or Consular agent of H. M., resident therein, or a Notary Public, under official seal. In addition to the above, the affidavit will be sufficient, if sworn before any Commissioner appointed by the Lieutenant Governor of Ontario for taking affidavits for the Ontario Courts.

- 11. EVIDENCE.—All parties can testify, no exception made as to husband and wife; but in suits by, or against, personal representatives evidence as to matters occurring prior to death of party represented, must be corroborated by other material evidence. Commission to take evidence of parties or witnesses resident out of Ontario, will be granted upon application by affidavit.
- 12. EXECUTION may issue in cases of debt, or liquidated demand, or judgment by default of appearance, or plea, at any time after eight days from last day for appearance to writ; otherwise the amount of claim must be previously assessed by the Court. Judgment on verdict can be entered in the Superior Courts, on fifth day of ensuing term, and in the County Court on the third day of term, provided no motion for new trial has been made and execution may issue forthwith on entry of judgment. In the Division Court execution usually issues on the expiry of 15 days after hearing. In all cases, however, after verdict, Court may grant immediate execution on fraud being shown on part of defendant. Executions may issue concurrently against goods and lands of debtor, but cannot be enforced against the lands, until the goods have been exhausted. In the Division Court execution cannot issue against the lands of debtor, but if the amount of judgment exceeds \$40, and no goods are to be found, a transfer of the judgment can be filed in the County Court, of the County where the lands lie, upon which transcript execution against lands of debtor, will issue. In actions of detinue, judge may order execution to deliver up the specific articles detained.
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- 14. GARNISHMENT OF DEBTS.—In Division Court plaintiff may (except in suit for damages) garnish debts due, or accruing due, to the defendant at commencement of suit, or at any time after judgment entered, and judgment debtor may be ordered to pay certain sums monthly in satisfaction of judgment. In Superior and County Courts, orders to garnish

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- debts are granted after judgment obtained. Salary or wages due to mechanics, clerks, workmen, servants, or employees cannot be garnished if \$25 or under; if in excess of \$25 only the excess can be garnished.
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18. **LIMITATION OF ACTIONS.**—On simple contract debts, money demands, and personal actions, six years on contracts under seal, other than mortgage debts, 20 years. Real actions and mortgage debts 30 years. The absence or non-residence of plaintiff will not prevent operation of the statute.
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20. **NOTARY** appointed by Lieutenant Governor. He draws papers and issues deeds, contracts, charter, parties and other mercantile transactions, attests all commercial instruments for public protestation. All foreign bills and notes must be protested by a Notary. Inland bills and notes do not necessarily require protest, yet protest is always advisable as the production of the protest is prima facie evidence of all allegations therein contained.
21. **SECURITY FOR COSTS.**—A non-resident plaintiff must give security for costs of suit, if application therefor be made by defendant; unless such plaintiff has sufficient real or leasehold estate within Ontario to satisfy the defendants costs in case of non-suit or verdict for defendants.

PROVINCE OF QUEBEC.

COURTS.

- CIRCUIT COURT.**—Jurisdiction to \$200; cases over \$100 appealable. In the cities of Quebec and Montreal, cases over \$100 are cases in the Superior Court.
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COLLECTION LAWS.

be further appealed to Her Majesty in the Privy Council, or to the Supreme court of Canada, sitting at the city of Ottawa.

SUPREME COURT OF CANADA, the highest court of the Dominion, is comprised of six judges, and is the final court of Appeal for the Dominion, from the Superior courts of the other Provinces, or the court of Appeals for the Province of Quebec.

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ARREST.—For fraudulent departure from the Province of Quebec, or the secretion of property, past or intended, with intent to defraud. No arrest allowed for foreign debt, England held to be a foreign country. No arrest for debt under \$50.

ATTACHMENT.—For any debt whatever above \$3 upon like grounds. Five years for notes.

LIMITATION.—Five years for professional services and disbursements; sales of moveable effects, work and labor, except physicians, one year; and workmen, not domestics, two years; damages for offences or quasi offences; tuition and lodging, one year; hotel or boarding house charges, etc., one year.

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INTEREST.—Collected as stipulated: Legal in default of covenant, six per cent. Interest runs on notes from date of maturity; upon accounts from date of suit.

SURETY.—Any non-resident of the Province of Quebec must enter security for costs by two sureties, or money deposit; in the Circuit court, for \$50, Superior court, \$100; also there must be filed a power of attorney to the attorneys to sue.

ATTORNEY.—Has no legal power to receive money and discharge debtor. If moneys be not paid over, his receipt is no bar to execution to collect.

NOTARY PUBLIC.—Draws and signs deeds of which certified copies make authentic evidence; he retains the originals. Upon his death his heirs by law are bound to deposit them in court where copies or extracts may be obtained. Profession distinct from that of Advocates, &c. Receives his license after undergoing an examination by Board of Notaries, previously serving three years as an articulated clerk.

ASSIGNEE in Insolvency are subject to the summary jurisdiction of the court. They are appointed by the Dominion Government and give security to the Government.

COSTS of every kind are taxable by a tariff duly revised by the authorities. Deeds executed in this Province by a judge or Prothonotary of the Superior court, or a clerk of the Circuit court, or a commissioner authorised to take affidavits, or a notary public, under official seal, is executed in Great Britain or Ireland and British Colonies by a judge of the Superior or County courts, or the mayor or chief magistrate of town or city under corporate seal, or notary public under seal.

In United States or other foreign countries, by a judge of any court of record, or mayor or chief magistrate of town or city under corporate seal, or Consul or vice-Consul of H. M., or notary public, under official seal.—In addition to the above, affidavit will be sufficient if sworn before a commissioner appointed by the Lieut. Governor of the Province of Quebec.

PROVINCE OF NOVA SCOTIA.

COURTS IN WHICH DEBTS MAY BE RECOVERED.—Debts may be recovered by suit in the Supreme court of the Province, (which also includes the court of Equity) the County courts and the Magistrates court, subject to the following limitation as to their several jurisdictions and practice.

SUPREME COURT.—The Supreme court has jurisdiction in all cases where the amount claimed is not less than eighty dollars, the practice is to enter judgment by default against the defendant for the amount of the particulars of the plaintiff's claim indorsed on the writ, unless the defendant pleads before the time given him by the writ for that purpose expires. Should the defendant plead, the ordinary course is for the cause to be placed on the list for trial before a jury at the ensuing sittings of the court where the cause rank, according to the date of which the writ has been issued. There are only two regular sittings or terms held annually in each county, one in the spring and the other in the autumn. But where the matter to be tried, consists wholly or very largely of mere matters of account, the cause may be referred to arbitration either by consent or compulsorily on application by affidavit to a judge at chambers. Summary application may also be made to a judge at chambers to set aside pleas upon affidavit, verifying the plaintiff's claim, and alleging that the defendant's pleas are false, frivolous and vexatious, and pleaded solely for delay, but if defendant comes in and sustains the pleas by affidavit in reply, the judge cannot ordinarily decide the disputed facts and the cause has to go on for trial. Appeals lie in certain circumstances to the Eschequer or Superior courts of the Dominion and in all cases when the subject matter of dispute is of the value of three hundred pounds sterling, there is a choice of appeal to the judicial committee of Her Majesty's Privy Council.

COUNTY COURTS.—These courts have only been in operation since the 1st. of August, 1876. They have jurisdiction within their several districts in all actions *in contractu* where the amount claimed is \$20, and does not exceed \$500, and in all actions of tort where the amount is not above \$200. The venue must be laid in the county where the cause of action arose, or where the defendant resides. Judgment may be obtained by default against the defendant, as in the Supreme court, if he fails to plead within the time limited in the writ for that purpose. The regular terms for trials are held twice a year in each county, and in Halifax county, which alone forms one district, and to which alone is allotted one judge, the terms are held more frequently, with a further provision that the Judge may, on application of the plaintiff, order causes to be brought on before the next term, at such time and place as he shall fix.

The ordinary mode of trial is before a single judge, without a jury. On all sums of \$20 and upwards, to the extent of their jurisdiction, the costs in the County courts are, with slight exceptions, the same as in the Supreme court. The appeal from the County courts is to the Supreme court.

MAGISTRATES' COURTS.—These courts have jurisdiction for the recovery of all debts not exceeding \$20. The Magistrates have exclusive jurisdiction on all sums under \$10. Until recently Magistrates could not send their writs outside of their counties, but at the last session of the Legislature an attempt was made to extend their powers by enacting that they might send writs of summons and execution to constables in other counties to be served and executed. But this provision does not appear to have been applied in practice, and it is doubtful if such enactment has provided the necessary details for its practical adoption. Judgment cannot be obtained by default against the defendant, as in the Supreme and County courts; but the plaintiff must, in all cases, attend personally, or produce personal evidence by witnesses to prove his claim, and there is no provision for taking the evidence *ex parte*, or before commissioners of witnesses who are unable to attend by reason of residing abroad, or being aged or infirm. No attorney's costs are taxed. The appeal is to the County courts.

EXECUTION.—Executions upon judgment in the Supreme and County courts may be issued at any time within six years after the judgment, and are to be made returnable within a period of not less than thirty days; they bind the goods of the defendant, but not the real

estate. Executions may be issued upon judgment in the Magistrate's court, within one year from date of judgment and are returnable within thirty days.

ARRESTS—Arrests for debt can only be made under execution upon a judgment obtained in one of the above mentioned courts, except under a writ of

CAPIAS—The Writ of Capias is obtained in the Supreme and County courts upon a judge's order to hold to bail upon an affidavit of the debt, and of the plaintiff's belief that the defendant is about to leave the Province, and that the debt will be lost unless he be forthwith arrested. And in the Magistrate's court, upon a similar affidavit stating that the defendant is about to leave the county, the defendant may, of course, regain his liberty by giving bail for his appearance.

PROVISIONS NOT BOUND UPON ARREST—Upon arrest of any person under either of the above processes, who is able to pay, he may if he is not under the operation of the Dominion Insolvent Act, claim the benefit of the Local Act providing for the relief of insolvent debtors, and upon due notice to the creditors, may be brought before the judge or commissioners appointed for the purpose, and undergo an examination which, if satisfactory, entitles him to his discharge upon executing a general assignment of all his effects in favor of the creditors at whose instance he is arrested. There has been a hitch in carrying out the provisions of this Act with regard to process from the County courts in several counties, notably Halifax county, where the county court judges have held that the county court not has not vested authority in them to give relief under the act in question, and the consequence has been that debtors in such county courts have for some eight to twelve months, been unable to get relief, as of course, the act for the relief of insolvent debtors, which is an old act, had no reference to the county court act, which is a recent creation. It will doubtless be amended in that respect at the ensuing session of the Local Legislature.

EVIDENCE—The provisions for obtaining evidence and the rules governing its admission are alike in both Supreme and County courts. The evidence of witnesses residing abroad may be obtained by writ of commission from the court authorizing one or more persons residing near such witnesses, to take their evidence in writing upon interrogatories, either viva voce or in writing, and to return the same to the court. The evidence of witnesses residing within the Province, who are unable to attend the trial from age or infirmity, or who are about to leave the Province, may be obtained by giving due notice to the other side, of their examination before a commissioner of the court, who takes their evidence in writing and sends it to the court. But witnesses who reside within the Province, or who are within it at the time of trial, and who are not prevented by age or illness, are required to attend personally and give their evidence, notwithstanding that their evidence may have been taken previously in writing under any of the above provisions.

JUDGMENTS—Judgments in both the Supreme and County courts may be recorded in the office of the Registrars of deeds, of the several counties and they bind the real property of the persons against whom the judgments are obtained, from the date of their registration. Judgments do not bind personal property unless execution is taken out and placed in the hands of the Sheriff to be executed.

EXECUTIONS—Writs of Execution, returnable in sixty days, may be issued after judgment obtained in the Supreme and County courts. They do not bind the personal property but from the time of their delivery to the Sheriff to be executed. They do not effect liens but after a judgment has been registered to bind real property for a period of one year. The land of the debtor may be levied upon under execution, and his interest therein sold subject to prior recorded judgments and incumbrances. Executions from the Magistrate's courts are returnable in thirty days, and as the judgments cannot be recorded to bind real estate the debtor's interest in real property cannot be sold thereunder. Debtors may be arrested under execution out of the above mentioned court in default of goods to satisfy the debt. (See arrest.)

ATTACHMENT—The only proceedings by way of attachment to recover a debt are in cases where the debtor is absent or absconding from the Province (where the amount claimed is twenty dollars or upwards) the plaintiff may, upon affidavit of the facts, sue out writs of summons and attachment. The writ of attachment binds the property of the debtor from the date of its levy. Writs of summons against the agent of an absent or absconding debtor may also be issued, upon the plaintiff's making a further affidavit of his belief of

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such agency, requiring the agent to appear, and disclose what goods or credits of the absconding debtor are in his possession or under his control. If no defence is made the plaintiff may proceed to judgment after six months from the attachment of property or service upon the agent, subject to the defendant's right to have a rehearing at any time within three years from the date of judgement.

Non-Residents.—Non-Residents, whether foreign or British subjects may, by special forms of writ adapted to their circumstances, be sued in cases where the cause of action arose within the Province, or where the creditor was residing within the Province at the time of making the contract from which the cause of action arose, and upon affidavit of such facts and proof of the service of the writ upon the defendant abroad the plaintiff may, by leave of the court or a judge, prove his claim and enter judgment against the defendant, upon which execution may be issued and levy made upon his property, the same as in ordinary cases. There is also provision for service of the ordinary writs of summons in cases where an agent of an absent debtor can be found within the Province, and also in cases where it can be shown to the satisfaction of the court or a judge that the defendant has no such agent, an order may be obtained requiring the defendant to appear and plead by a certain day; and publication of such order in the mode directed by the court or judge shall be deemed good service. And upon service being effected by either of the two last modes the plaintiff shall be at liberty to proceed as if the defendant had been personally served with process.

LIMITATION.—No action for the recovery of a debt, shall be brought but within six years next after the cause of action, except in the cases of minors, married women, or persons insane or out of the Province, in which cases actions may be brought within six years after the removal of the disability.

MARRIED WOMEN.—By a local act for the protection of married women in certain cases, a wife deserted by her husband, may apply to a judge of the Supreme court, for an order to protect any money or property she may have acquired or may acquire by her own lawful industry, against her husband and his creditors, and any persons claiming under him. Also by another local act the wife, upon its being shown to a judge of the Supreme court that her husband is a confirmed drunkard, so as to be unfitted to attend to his business, may obtain an order interdicting him from managing his business and property, and appointing herself for such purpose.

In these cases the wife may contract debts in her own name, and sue and be sued in cases of divorce. Otherwise married women are unable to contract debts or be sued in their own names, except in the case of a divorce.

PROVINCE OF NEW BRUNSWICK.

COURTS.

In this Province we have a Supreme court, which has jurisdiction over all causes over \$200.

Has also equity jurisdiction. Appeal from Nisi Prius Sitting to full Court, thence to the Dominion Court of Appeal, Ottawa.

COUNTY COURT.—For each county of the Province. Jurisdiction, up to \$200.

JUSTICES' COURTS.—Civil actions, up to \$20.

There is no concurrent jurisdiction, hence one court cannot interfere with another,—that is, a verdict in the Supreme court for less than \$200 will not carry costs unless the judge certifies that there were reasonable grounds for bringing action in that court.

ARREST.—Debtor may be arrested on affidavit of debt, and that plaintiff is apprehensive that unless arrested debt will be lost. Defendant can, on arrest, give bail, or if imprisoned, "disclose" on due notice, when he will be discharged (no fraud being shown), and any property disclosed as belonging to him will then be considered as attached by Sheriff. Arrest can be made at any time during progress of suit.

ATTACHMENT.—Attachment may issue at the commencement of an action, on proper affidavit. Our general practice follows closely the English "Common Law Procedure Act."

LIMITATIONS.—Six years for claims on notes, bills, exchange accounts, &c.; twenty years on instruments under seal. Actions of tort vary according to the nature of the same.

EVIDENCE.—No person is excluded from giving evidence in his own case (in a civil case). Legislation is now sought for to the same effect in criminal cases.

EXECUTION.—Ft. Va. and Ch. Sa. are both used, the latter subject to "disclose," by defendant, after arrest.

COSTS.—Non-resident plaintiffs must give security for costs (£50) @15s.

LEVYING.—By recent Dominion Statute, subject to agreement, other wise six per cent.

REPLEVIN.—Sale of household effects. No Mechanic's Lien, though proposed for at each session of the Legislature, and may be given during present session of the same.

MARRIAGE WAIVER.—Married women can hold property given to them before or after marriage, & against their husbands' creditors.

INSOLVENCY.—Have an Insolvent Act. Creditor, after due notice, can take out an attachment in insolvency, and seize the entire estate, or debtor can then voluntarily assign.

PRINCE EDWARD ISLAND.

ARREST.—A Writ will be issued out of a County court on an affidavit setting out the cause of action, for any amount up to \$25. In ascertaining amount in matters of account, it must be a settled balance, not exceeding that sum, and where the accounts are not settled the debit side must not exceed the above mentioned sum. In cases of excess the County court has no jurisdiction.

In the above cases the affidavit must show that the deponent believes the debtor is about to abscond.

A **BAILABLE WRIT** may issue out of the County court for any amount exceeding \$25, on affidavit of creditor, or some one claiming for him, setting out the cause of action in debt. When the debtor is arrested he either has to give bail to the Sheriff or go to jail. The bail is merely that he will not abscond, and the debtor will put in, and perfect special bail to stand suit. Either set of bail may be relieved from all liability by a tender of their principal, the latter being at liberty to renege himself at any time before judgment. In the affidavit to obtain a bailable writ only the debt has to be sworn to.

ATTACHMENT.—An Attachment will be issued from the Supreme court on affidavit showing debtor has absconded, and that there is a debt due creditor of \$25, or upwards. Under this attachment all the property, real and personal, of the debtor, may be attached and held to abide judgment being obtained in the suit, when execution will issue against them and the debt be realized.

The Insolvent Law declares this Act to be an act of bankruptcy.

NOTES AND BILLS.—It is not necessary by the laws of this Island that notes or bills should be stamped.

EXECUTION.—Issues on judgment by default, after eight days from the last day for appearance to writ in cases of debt or otherwise, amount must be assessed by the court. Judgment on verdict cannot be entered in the Supreme court until the tenth day of the ensuing term. In the County courts judgment may be entered on the eighth day of term, provided no motion for a new trial has been made. And execution may issue upon entry of judgment.

EXEMPTION.—The bed, bedding and bedsteads, in ordinary use; necessary and ordinary wearing apparel of debtor and his family; and kitchen utensils; and necessary tools of debtor's trade, not exceeding in value \$50.

INTEREST.—Six per cent. is the authorized rate of interest, and which rate may be recovered on overdue bills and notes, whether specified in the body of the instrument or not. There is no law against usury, consequently a debtor may be compelled to pay any rate of interest agreed upon.

Interest will not be allowed on unsettled balances unless by special agreement, and in that case at 5 per cent., unless a greater rate be stipulated.

LIEU.—A Vendor has the right of stoppage in transit of goods shipped to a man who becomes insolvent at any time before they come into the actual possession of the debtor.

LIMITATION.—In regard to debts the statute of limitation bars any claim after six years from the time the debt becomes due, or from time of partial payment, unless the debtor, in the mean time absconds.

Once the Statute commences to run it continues to run, and even supposing the debtor does abscond after it commences to run, it does not interrupt the Statute.

MARRIED WOMEN have no power to contract while living with their husbands, except for necessaries. They cannot, while married, be sued alone, neither can they sue, and their husbands can, alone, be made responsible for their contracts when they sue for necessaries, and she having no separate estate.

SECURITY OF COSTS.—Where a plaintiff resides out of this Island and institutes a suit against a debtor here, the debtor can compel the plaintiff to give security for payment or of costs in the event of the plaintiff's being non-suited, or being unsuccessful in the suit.

In no case can a debtor who defends, be compelled to give such security, except where the suit is commenced by habeas writ, as stated in arrest, but being subject to defendant's being rendered.

MANITOBA.

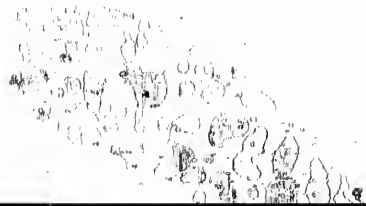
COURTS.

THERE are, in Manitoba, two courts having civil jurisdiction,—the court of Queen's Bench and the County court.

ALL personal actions in which the debt or damages exceed \$100, are tried in the court of Queen's Bench. The court of Oyer and Terminer and General Goal Delivery, and of Assizes, and Nisi Prius is held in Winnipeg twice in each year, namely: on the third Tuesday in October and the first Tuesday in March. The court of Queen's Bench possesses the same powers, authorities and jurisdiction as the court of Chancery in England possessed on the fifteenth day of July, 1870. At it all civil actions may be entered for trial, provided, however, that any party to any action, so soon as issue is joined, and the same is ready for trial, may, at any time thereafter, give to the other party, whether plaintiff or defendant, the usual eight days notice of trial of the cause, to take place before and by a judge in chambers (provided the action be not one of libel, slander, criminal conversation, seduction, breach of promise of marriage, malicious arrest or malicious prosecution), all of which are tried by jury unless the parties in person or by their attorneys or counsel waive such trial. And the verdict of a judge in chambers has the same effect as that of one at Nisi Prius. The court sits in Banco during given terms each year, viz.—Hilary, Easter, Trinity and Michistmas terms, which commence respectively in February, June, August and November. During these terms the court hears and determines all applications for new trials, all questions or issues of law, all questions of points reserved for the opinion of the court, and all appeals and motions which may be brought before it, according to the laws and practice in England, when not specially provided for by the laws of the province or rules of court.

No declaration or pleading after declaration is filed or served between the first day of July and the twenty-first day of August, but it is competent for a judge, on a proper case of urgency being shown, to order the preparation for, and trial of any cause during such time, and immediate execution on any judgment obtained.

The County court is held in the counties of Leagar, Provencher, Marquette east and Marquette west four times a year, and in the county of Selkirk (which is the city of Winnipeg) six times in each year. Suits are tried and determined in a summary manner without a jury. It has jurisdiction in all personal actions in which the debt or damages claimed do not exceed \$100. It has no jurisdiction in any action in which the title to land is brought in question, in which the validity of any devise, bequest or limitation under any will or settlement is disputed, or in any action for slander, criminal conversation or sedition. There are no pleadings. A writ of summons is served on the defendant returnable in ten days. If the claim is disputed the defendant enters an appearance, and the case is then ready for trial at the next sitting of the County court.



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It is lawful for any defendant, in any action brought against him in any court of Manitoba, upon a judgment obtained in any court out of Manitoba, or upon a foreign judgment, to plead to the action on the merits, or to set up any defence which might have been pleaded to the original action on the clause for which judgment was recovered; but the opposite party may apply to the court or a judge to strike out any such plea upon the grounds of embarrassment or delay.

ARRESTS.—No writ of *Capias*, to arrest and hold to bail, is issued for a cause at action less than \$100. When the cause of action exceeds \$100 such writ issues on the making of the affidavit usual in such cases. An order for the issue of such a writ may be made as well before as after the commencement of an action. And when no action is proceeding the writ is a *Capias ad Respondendum*, and is the commencement of the action.

ATTACHMENT.—Any benefit estate, or interest in possession or otherwise, in or to any real estate or hereditaments, at law or in equity, or any personal property, effects or credits, situated or being in Manitoba, of a debtor, may be attached for the payment of a debt or demand arising from legal liability in the following cases:

1. Whenever such debtor, being an inhabitant of Manitoba, shall depart therefrom with intent to defraud his creditors, or to avoid being arrested; or sued with process, or keeps himself concealed therein with like intent.
2. Whenever such debtor, not being a resident of Manitoba, is indebted to creditor, residing in Manitoba, either in respect of a contract expressed or implied, made in Manitoba, or if made elsewhere, when performed or partly performed or completed in Manitoba, or in respect of a cause of action, which arose in Manitoba.
3. Whenever such debtor, being a resident or non-resident of Manitoba, is about to remove or transfer any of his property, effects or credits from Manitoba, or has assigned, transferred, disposed of, or secreted, or is about to assign, dispose of or secrete any of his real estate, hereditaments, or any interest in real estate therein, or any of his personal property, effects or credits, with intent to defeat delay, or defraud creditors. The attachment may issue in any action during its pendency as auxiliary thereto, or its issue may be the commencement of an action. All property, credits and effects, including all rights or shares in any association or corporation of a debtor, may be seized and taken under a writ of attachment in the same manner and to the same extent as they can be seized and taken under execution.

GARNISHMENT.—Both in the Queen's Bench and County Court, any creditor whose claim is in judgment, or in course of being put in judgment for any action then pending, may apply for a rule or order, that the debtor be really examined as to the circumstances of his contracting the debt or liability, and whether any, and what persons, are jointly or severally liable with him, and as to any and what debts obligations or liabilities are due, owing, payable, or are accruing and will be due or payable to him, and on such examination the debtor must produce all his books, papers and documents in order that a full and complete discovery be made.

LIMITATION.—Same as English Statute.

EVIDENCE.—Same as English Statute in force 15th July, 1870.

EXEMPTION.—The following real and personal estate are free from seizure by virtue of all writs of execution issued by any Court in Manitoba.

1. The bed, bedding and bed steeds in the common use of the debtor and his family.
2. The necessary and ordinary clothing of the debtor and his family.
3. A stove with its pipes, a table, the necessary and ordinary kitchen utensils, and table crockery belonging to the debtor and his family. A spinning wheel, a weaver's loom. The books of a professional man, one axe, one saw, one gun, six traps, the nets and seines used by the debtor.
4. The necessary food for the debtor's family for 30 days.
5. One cow, two oxen, one horse, four sheep, two pigs, food for the same for 30 days.
6. The tools and necessaries used by the debtor in the practice of his trade or profession, to the value of \$100 if debtor is a mechanic, but to the value of \$200 if the debtor is a farmer or professional man.
7. The articles and furniture necessary to the performance of religious services.
8. The land cultivated by the debtor, provided the extent of the same be not more than 150 acres, in which case the surplus may be sold subject to existing mortgages.

9. The house, stables, barns, fences, on the debtor's farm, subject to the last mentioned privilege.

EXECUTION.—On judgment being signed writs of execution may issue against both goods and lands, but no action can be taken by the Sheriff under the writ against lands until the expiration of one year from the time he receives it.

INTEREST.—The interest can be recovered without a written agreement providing for its payment.

LIENS.—Mechanics, machinists, builders, miners, laborers or other persons doing work upon or furnishing material to be used in the construction, alteration or repair of any building or erection, or erecting, furnishing or placing machinery of any kind in or upon, or in connection with any building, erection or mine, has by virtue of being so employed, or furnishing a lien or charge to the price of such work, machinery or materials upon such building, erection or mine, and the lands occupied thereby or engaged therewith, and limited in amount to such sum as shall be justly due to the person entitled to such lien. If the land upon which the work is done, or materials or machinery are placed, is encumbered by a mortgage or other charge existing or created before the commencement of the suit, or of the placing of the material or machinery upon the land, such mortgage or other charge shall not have priority over a lien to any greater extent than the actual value of such land was at the time the improvements were commenced. Disputes are settled by arbitration. When there are several liens against the same property, each class of the lien holders rank "pari passu" for their several amounts, and the proceeds of any sale are distributed among them pro rata, according to the several claims and rights, and they are respectively entitled to execution for any balance due them after such distribution. Any number of lien holders may join in one suit, and all suits brought by a lien holder are considered as brought on behalf of all the lien holders of the same class, and in the event of the death of the plaintiff, or his refusal or neglect to proceed, may be prosecuted and continued by any other lien holder of the same class. Every lien absolutely ceases to exist after the expiration of 60 days after the work is completed, or materials or machinery furnished, unless in the meantime proceedings have been instituted to realize the claim, and a certificate thereof has been duly filed in the proper registry office.

SECURITY FOR COSTS.—Same as English Statute.

NOTARY PUBLIC.—Every Attorney and Solicitor is an Notary Public.

MARRIED WOMEN.—Married women may hold property free from the debts or control of their husband, but this law does not extend to any property received by a married woman during coverture. Women married before the act took effect, (May 14th, 1875) without marriage contracts or settlement, may hold property not reduced into the possession of their husbands, but the Act does not protect their property from seizure and sale in any execution against husbands for their torts conveyances of married women do not deprive husbands of estates as tenants by courtesy. Married women are not entitled to their earnings during coverture without orders of protection.

The separate property of wives is liable for their debts before marriage. Married women may desire or bequeath their separate property as if they were sole or unmarried. A married woman may insure her own life, or, with his consent, that of her husband, for any period, for any benefit or use, and subject to such trusts as she may declare, without any assent or concurrence of her husband, except as aforesaid, as if she never were a female sole and unmarried. Married women may convey by deed or mortgage or may devise as if they were unmarried.

PERSONAL ESTATE OF SMALL VALUE.—When the estate of an intestate or testator does not exceed in value \$300, letters of administration may be obtained at an expense of two dollars.

PREMIUM is made for securing to wives and children the benefit of assurances on the lives of their husbands and parents.

An Act has been passed making premium for the assumption of actions and suits against and by the Crown to the practice in actions and suits between subjects and subject.

Debts and choses in action are assignable at law by writing.

There is in force an "Act respecting short forms of indentures," similar to the "Act of short forms of Conveyances" in Ontario.

JOINT STOCK companies may be incorporated by letters patent.

PREMIUM is made for the disposition of over holding tenants.

THE Registration Act is almost precisely similar to that in Ontario.

COPARTNERSHIPS must be registered.

CHattel Mortgages must within fifteen days of execution be filed with the Clerk of the County Court in which the goods and chattels are situated.

ALIENS.—Real and personal property may be held by aliens as by British subjects, and titles may be derived through, from, or in succession to aliens, as through, from, or in succession to natural born British subjects.

An Act was passed A. D. 1877 authorizing corporations and other institutions incorporated out of Manitoba to lend and invest moneys in Manitoba.

INNKEEPERS, boarding and lodging house keepers have liens on the luggage and property of guests, boarders or lodgers for the value or price of food or accommodation furnished, and if the same remain unpaid for three months, may sell by public auction the luggage and property. No such lien exists for spirituous liquors supplied to guests.

BRITISH COLUMBIA.

COURTS.—The courts available to the creditor are: (1) The Supreme Court of British Columbia, which has complete jurisdiction in all actions at law and suits in equity, and (2) The County Courts, which have jurisdiction for the recovery of debts not exceeding \$500 where the defendant dwells or carries on business—or within six months before action has dwelt or carried on business—within the district of the Court, or where the cause of action arose within the district.

ARREST.—If the debt amounts to £20 sterling or upwards, and the defendant is absent to the province, a judge of the Supreme or County Court, on being satisfied of the facts by affidavit at any time after the commencement of the suit, may order the defendant to be arrested and held to bail.

ATTACHMENT.—British Columbia has not yet adopted an attachment law on mesne process, except that any person who has filed a bill or commenced an action in respect of any real estate may register a "lis pendens" against the same by means of a charge.

LIMITATION.—Simple contract debts must be sued for within six years after they were contracted. Actions upon deeds or other specialties must be commenced within 20 years after the cause of action arose. But if the person entitled to any such debt, or cause of action is at the time it was contracted or arose under 21 years of age, or a married woman, or of unsound mind, or imprisoned, or out of British Columbia, the period of limitation commences to run only from the time when such person attains the age of 21 years or ceases to be a married woman, or becomes sane, or obtains personal liberty, or returns to British Columbia, as the case may be, and an acknowledgement in writing or a payment on account renews the period of limitation from the date of such acknowledgment or payment.

EVIDENCE.—The evidence in all personal actions is given viva voce in court, with a few exceptions. Sometimes when a witness is abroad, the Court will issue a commission for taking his evidence.

EXEMPTIONS.—Under an Act of the legislature of British Columbia passed in 1867, the personal chattels of a debtor at his option to the value of \$150 are exempt from 10000 seizure or sale by any process at law or in equity. By another act passed in 1873, \$500 was substituted for \$150, but this act has been held by one of the judges to be invalid.

EXECUTION.—After judgment execution can be issued, as a matter of course, first against the personal property, and afterwards, if necessary, against the real estate.

INTEREST.—Bills of exchange and promissory notes bear interest from maturity at one per cent. per month unless otherwise expressed in the instrument. On ordinary mercantile accounts interest is not payable in the absence of express contract, except that upon all debts or sums certain, payable at a certain time or otherwise, the jury, on the trial of any issue or any inquiry of damages, may, if they think fit, allow interest to the creditor at one per cent. per month from the time when such debts or sums certain were payable, if

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such debts or sums were payable by virtue of some written instrument at a certain time, or if payable otherwise, then from the time when demand of payment has been made in writing, so as such demand gives notice to the debtor that interest will be claimed from the date of such demand until payment, and the jury may also give damage in the nature of interest in action or policies of insurance.

LIEN.—The English common law lien, applies to British Columbia. Whenever a party has bestowed work and labor or skill in repairing or improving a chattel, at the request or by the employment of the owner, he has a lien upon it for a fair and reasonable remuneration, or for the contract price, if a price has been fixed by agreement.

MARRIED WOMEN.—The wages and personal earnings of a married woman, and any acquisitions herefrom, and all proceedings and profits from any occupation or trade which she carries on separately from her husband, are free from the debts or dispositions of her husband, and are held and disposed of by her, as if she were unmarried. A husband is not liable for his wife's contracts entered into before marriage. A married woman may maintain an action in her own name for the recovery of her separate property.

NOTARY.—Notaries public exercise the same functions in British Columbia as in other civilized countries.

SECURITY FOR COSTS.—If the plaintiff permanently resides abroad (i.e. out of British Columbia) the Court will usually stay the proceedings in the action until he gives security for costs to the amount of \$500, and when another person is in fact proceeding with an action in the name of the party is in a state of pauperism and insolvency, the Court will in like manner require security for costs.

GARNISHMENT.—After judgment, debts due to the judgment debtor by third parties may be attached upon an affidavit of the facts, to answer the judgment debt, and if necessary the judgment creditor may sue such third parties.

1879

LIST OF CHARTER BANKS AND AGENCIES

IN THE DOMINION OF CANADA.

ONTARIO.

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|------------------------------------|------------------------------------|
| Allison—Ontario Bank. | Dunville—Canadian Bank of Com. |
| Almonte—Merchants' Bank of Canada. | " —Imperial Bank. |
| Annapolis—Bank of Ottawa. | Elora—Merchants' Bank of Canada. |
| Aurora—Federal Bank. | Exeter—Exchange Bank. |
| Aylmer—Exchange Bank. | " —Molson's Bank. |
| Ayr—Consolidated Bank of Canada. | Fergus—Imperial Bank. |
| Barrie—Canadian Bank of Commerce. | Galt—Merchants' Bank of Canada. |
| " —Bank of Toronto. | " —Consolidated Bank of Canada. |
| Beeton—Bank of Hamilton. | " —Canadian Bank of Commerce. |
| Bellefleur—Bank of Montreal. | Gananoque—Merchants' Bank of Ca. |
| " —Consolidated Bank of Ca. | Georgetown—Bank of Hamilton. |
| " —Merchants' Bank of Canada. | Goderich—Bank of Montreal. |
| " —Canadian B'k of Commerce. | " —Canadian Bank of Com. |
| Berlin—Merchants' Bank of Canada. | Guelph—Canadian Bank of Com. |
| " —Consolidated Bank of Canada. | " —Bank of Montreal. |
| Bowmanville—Ontario Bank. | " —Ontario Bank. |
| " —Dominion Bank. | " —Federal Bank. |
| Bradford—Standard Bank of Canada. | Hamilton—Bank of Hamilton. |
| Brampton—Merchants' Bank of Ca. | " —Bank of Montreal. |
| " —Dominion Bank. | " —Canadian Bank of Com. |
| Brantford—Bank of Montreal. | " —Merchants' Bank of Ca. |
| " —Canadian Bank of Com. | " —Consolidated Bank of Ca. |
| " —Bank of British N. A. | " —Exchange Bank. |
| Brussels—Exchange Bank. | " —Bank of British N. A. |
| Brockville—Bank of Montreal. | Harriston—Standard Bank of Canada. |
| " —Molson's Bank. | Ingersoll—Merchants' Bank of Ca. |
| Cannington—Standard Bank of Ca. | " —Imperial Bank. |
| Chatham—Merchants' Bank of Ca. | " —Molson's Bank. |
| " —Consolidated Bank of Ca. | Kincardine—Merchants' Bank of Ca. |
| " —Canadian Bank of Comm. | Kingston—Bank of Montreal. |
| Clinton—Consolidated Bank of Ca. | " —Merchants' Bank of Ca. |
| Cobourg—Bank of Montreal. | " —Bank of British N. A. |
| " —Bank of Toronto. | " —Federal Bank. |
| " —Dominion Bank. | Lindsay—Bank of Montreal. |
| Colborne—Standard Bank of Canada. | " —Ontario Bank. |
| Collingwood—Bank of Toronto. | Listowel—Bank of Hamilton. |
| " —Canadian B'k of Com. | London—Bank of Montreal. |
| Cornwall—Bank of Montreal. | " —Merchants' Bank of Canada. |
| Dundas—Canadian Bank of Commerce. | " —Canadian Bank of Com. |

Lucan—
 Markham—
 Meaford—
 Millbrook—
 Milton—
 Mitchell—
 Morrisburg—
 Mount Pleasant—
 Napanee—
 Newmarket—
 Newmarket—
 Newmarket—
 Newmarket—
 Newmarket—
 Orangeville—
 Orillia—
 Oshawa—
 Ottawa—
 Owen Sound—
 Paris—
 Park Hill—
 Pembroke—
 Perth—
 Peterborough—
 Picton—
 Port Colborne—
 Port Elgin—
 Port Hope—
 Port Perry—
 Prescott—
 Prince Ar...

- " —Bank of British N. A.
 " —Federal Bank.
 " —Molson's Bank.
 Lunenburg—Canadian Bank of Commerce.
 Markham—Standard Bank of Canada.
 Meaford—Molson's Bank.
 Millbrook— " " "
 Milton—Bank of Hamilton.
 Mitchell—Merchants' Bank of Canada.
 Morrisburgh—Molson's Bank.
 Mount Forest—Ontario Bank.
 Napanee—Merchants' Bank of Ca.
 " —Dominion Bank.
 Newcastle—Standard Bank of Ca.
 Newmarket—Consolidated Bank of Ca.
 New Hamburg—Consolidated B. of C.
 Norwich—Consolidated Bank of Ca.
 Orangeville—Canadian Bank of Com.
 Orillia—Dominion Bank.
 Oshawa—Bank of Montreal.
 " —Dominion Bank.
 " —Ontario Bank.
 Ottawa—Bank of Ottawa.
 " —Bank of Montreal.
 " —Merchants' Bank of Canada.
 " —Canadian Bank of Com.
 " —Bank of British North A.
 " —Ontario Bank.
 " —Quebec Bank.
 " —Bank Nationale.
 " —Union Bank of Lower Ca.
 Owen Sound—Merchants' Bank of Ca.
 " —Molson's Bank.
 Paris—Canadian Bank of Commerce.
 " —Imperial Bank.
 Park Hill—Exchange Bank.
 Pembroke—Merchants' Bank of Ca.
 " —Quebec Bank.
 Perth—Bank of Montreal.
 " —Merchants' Bank of Canada.
 Peterboro—Bank of Montreal.
 " —Bank of Toronto.
 " —Canadian Bank of Com.
 " —Ontario Bank.
 Picton—Bank of Montreal.
 " —Standard Bank of Canada.
 Port Colborne—Imperial Bank.
 Port Elgin—Bank of Hamilton.
 Port Hope—Bank of Montreal.
 " —Bank of Toronto.
 " —Ontario Bank.
 Port Perry—Ontario Bank.
 Prescott—Merchants' Bank of Ca.
 Prince Arthur's Landing—Ontario B'k.
 Renfrow—Merchants' Bank of Ca.
 Ridgetown—Molson's Bank.
 Sarnia—Canadian Bank of Commerce.
 " —Bank of Montreal.
 St. Catharines—Canadian Bank of C.
 " —Consolidated B. of C.
 " —Bank of Toronto.
 " —Imperial Bank.
 " —Quebec Bank.
 St. Mary's—Bank of Montreal.
 " —Federal Bank.
 St. Thomas—Merchants' Bank of C.
 " —Imperial Bank.
 " —Molson's Bank.
 Seaford—Consolidated Bank of C.
 Simcoe—Canadian Bank of Com.
 " —Federal Bank.
 Smith's Falls—Molson's Bank.
 Stratford—Bank of Montreal.
 " —Merchants' Bank of Ca.
 " —Canadian Bank of Com.
 Strathroy—Canadian Bank of Com.
 " —Federal Bank.
 Thorold—Canadian Bank of Com.
 " —Quebec Bank.
 Tilsonburg—Federal Bank.
 " —Molson's Bank.
 Toronto—Bank of Toronto.
 " —Canadian Bank of Com.
 " —Dominion Bank.
 " —Ontario Bank.
 " —Federal Bank.
 " —Imperial Bank.
 " —Standard Bank of Canada.
 " —Bank of Montreal.
 " —Merchants' Bank of Canada.
 " —Consolidated Bank of Ca.
 " —Quebec Bank.
 " —Molson's Bank.
 " —Bank of British North A.
 " —Bank Nationale.
 Uxbridge—Dominion Bank.
 Walkerton—Canadian Bank of Com.
 " —Merchants' Bank of Ca.
 Waterloo—Merchants' Bank of Ca.
 Welland—Imperial Bank.
 Whithy—Dominion Bank.
 " —Ontario Bank.
 Windsor—Canadian Bank of Com.
 " —Merchants' Bank of Ca.
 Wingham—Consolidated Bank of Ca.
 Woodstock—Consolidated Bank of Ca.
 " —Canadian Bank of Com.
 Yorkville—Federal Bank.

CIES

ank of Com.
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 ts' Bank of Canada.
 an Bank of Com.

QUEBEC.

- Beauharnois—Mechanics Bank.
 Bedford—Exchange Bank of Canada.
 Coaticook—Eastern Townships B'k.
 Cowansville—Eastern Townships B'k.
 Gaspé—Bank Nationale.
 Gaspé Basin—Bank Nationale.
 Granby—Eastern Townships Bank.
 Huntingdon—Mechanics Bank.
 Lévis—Merchants' Bank of Canada.
 Montréal—Bank of Montréal.
 " —Merchants' Bank of Ca.
 " —Consolidated Bank of Ca.
 " —Molson's Bank.
 " —Exchange Bank of Canada.
 " —Bank of British North A.
 " —Bank du Peuples.
 " —Jacques Cartier.
 " —Bank de Hochelaga.
 " —Ville Marie.
 " —Mechanics Bank.
 " —Bank Nationale.
 " —Canadian Bank of Com.
 " —Bank of Toronto.
 " —Ontario Bank.
 " —Union Bank of Lower Ca.
 " —Quebec Bank.
 Québec—Union Bank of Lower Ca.
 " —Quebec Bank.
- Québec—Stadacona Bank.
 " —Bank Nationale.
 " —Bank of Montréal.
 " —Merchants' Bank of Canada.
 " —Bank of British North A.
 Richmond—Eastern Townships B'k.
 St. Césaire—Bank of St. Hyacinthe.
 St. Cathbert—Ville Marie.
 St. Hyacinthe—B'k of St. Hyacinthe.
 " —Merchants' B'k of Ca.
 " —Consolid. B'k of Ca.
 St. John's—Bank of St. Jean.
 " —Merchants' Bank of Ca.
 St. Sulpice—Stadacona Bank.
 Sherbrooke—Consolidated B'k of Ca.
 " —Eastern Townships B'k.
 " —Bank Nationale.
 Soré—Merchants' Bank of Canada.
 " —Molson's Bank.
 Stanstead—Eastern Townships B'k.
 Three Rivers—Union Bank of L. C.
 " —Quebec Bank.
 " —Bank Nationale.
 " —Ville Marie.
 Valleyfield—Exchange Bank.
 Waterloo—Eastern Townships Bank.
 West Farnham—Bank St. Jean.

NOVA SCOTIA.

- Amherst—Bank of Nova Scotia.
 Antigonish—Union Bank of Halifax.
 " —Merchants' Bank of H.
 Annapolis—Bank of Nova Scotia.
 Bridgetown—Bank of Nova Scotia.
 Bridgewater—Merchants' Bank of H.
 Digby—Bank of Nova Scotia.
 Halifax—Bank of Nova Scotia.
 " —Halifax Banking Company.
 " —Merchants' Bank of Halifax.
 " —Union Bank of Halifax.
 " —Bank of Montréal.
 " —Bank of British North A.
 " —Peoples' Bank of Halifax.
 Kentville—Bank of Nova Scotia.
 Liverpool—Bank of Liverpool.
 Lockport—Peoples' Bank of Halifax.
 Lunenburg—Merchants' Bank of H.
 Mattian—Merchants' Bank of H.
- New Glasgow—Bank of Nova Scotia.
 " —Pictou Bank.
 North Sidney—Bank of Nova Scotia.
 Parrsborough—Halifax Banking Co.
 Pictou—Pictou Bank.
 " —Merchants' Bank of Halifax.
 " —Bank of Nova Scotia.
 Stellarton—Pictou Bank.
 Sydney, C. B.—Merchants' B'k of H.
 " —Pictou Bank.
 Truro—Merchants' Bank of Halifax.
 " —Halifax Banking Company.
 Weymouth—Merchants' Bank of H.
 Windsor—Commercial Bank of Windsor.
 Wolfville—Peoples' Bank of Halifax.
 Yarmouth—Bank of Yarmouth.
 " —Exchange Bank of Yar.
 " —Bank of Nova Scotia.

NEW BRUNSWICK.

- Campbelltown—Molson's Bank.
 Chatham—Bank of Montréal.
 Fredericton—Bank of B. N. America.
- Fredericton—Peoples' B'k of Halifax.
 Moncton—Bank of Montréal.
 Newcastle—Bank of Montréal.

St. John—Bank of New Brunswick.
 " —Maritime Bank of St. John.
 " —Bank of Nova Scotia.
 St. John—Bank of Montreal.
 " —Bank of B. N. America.
 St. Stephen—St. Stephen's Bank.

PRINCE EDWARD ISLAND.

Charlottetown—Merchants' B'k P.E.I.
 " —Bank of P.E.I.
 " —Union Bank of P.E.I.
 " —Merchants' B'k of H.
 Georgetown—Merchants' B'k of P.E.I.
 Montague—Union Bank of P.E.I.
 Rustico—Farmers' Bank of Rustico.
 Souris—Merchants' Bank of Halifax.
 Summerside—Summerside Bank.
 " —Union Bank of P.E.I.
 " —Merchants' Bank of H.

MANITOBA.

Winnipeg—Bank of Montreal.
 " —Merchants' Bank of C.
 Winnipeg—Ontario Bank.

BRITISH COLUMBIA.

Barkerville—Bank of B. Columbia.
 Victoria—Bank of British Columbia.
 Victoria—Bank of B. N. America.

NEWFOUNDLAND.

St. John—Union Bank of Nfld.
 St. John—Commercial Bank of Nfld.

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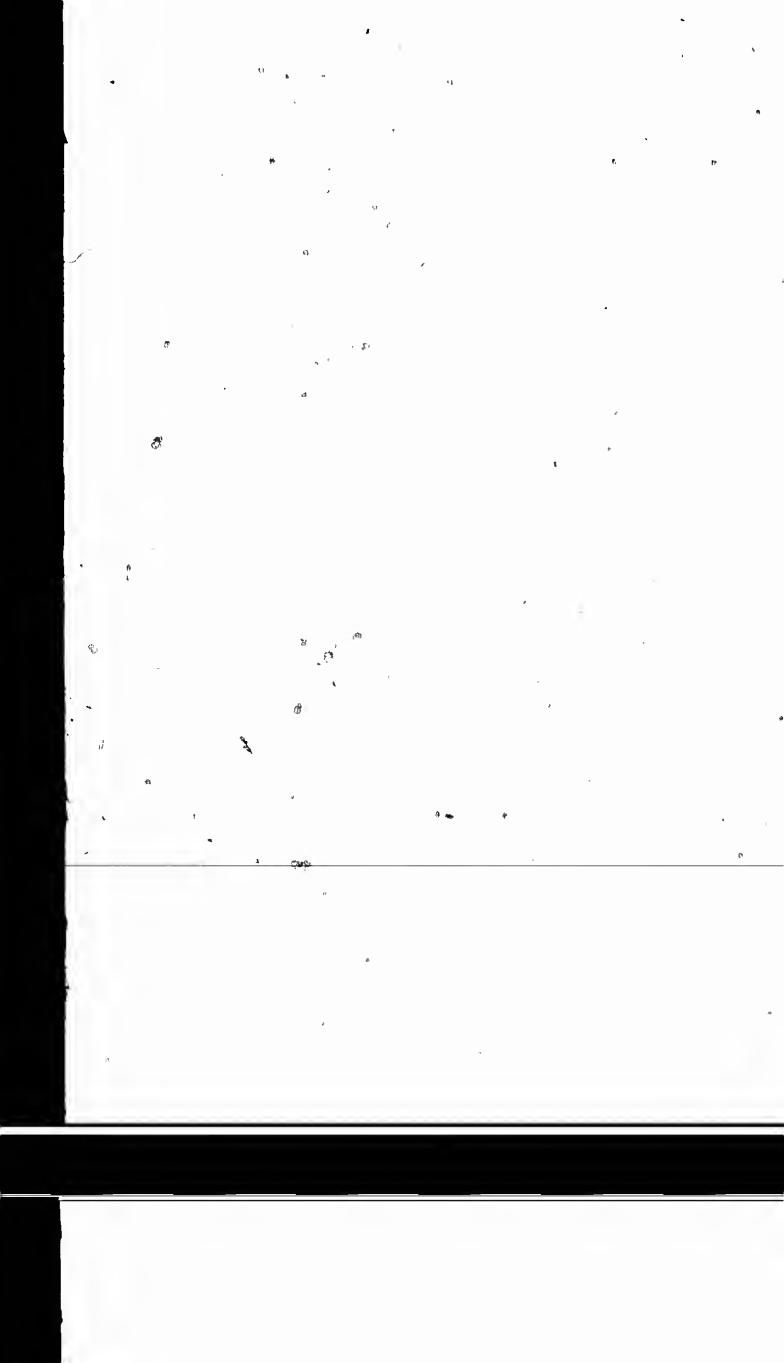
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