THE

LEGAL NEWS.

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CURRENT TOPICS AND CASES.

Birthday honors included knighthoods to three members of the legal profession in Canada, of whom two are or were of the Montreal bar. First, as was generally anticipated, the Hon. Alex. Lacoste, the newly appointed Chief Justice of the Court of Queen's Bench in this province, receives the honor which was conferred upon his predecessors Sir L. H. Lafontaine and Sir A. A. Dorion. The successor of Sir John A. Macdonald in the office of premier of Canada, the Hon. J. J. C. Abbott, is an old and distinguished member of the Montreal bar, who was solicitor general for Lower Canada thirty years ago, and it was a matter of course that an honor already conferred upon several members of his cabinet should be offered to him. The third on the list, the Hon. Oliver Mowat, has been premier of Ontario for twenty years, the longest term of provincial administration to be found in the annals of Confederation. Mr. Mowat took the unusual step of quitting the bench to assume the duties of a political leader, but his great success in the office which he has so long retained appears to have justified the wisdom of his option. These preferments are all beyond cavil, the men who have received them lending additional distinction to the title.

Daveluy & La Société Canadienne Française de Construction, noted in the present issue, is an interesting and rather peculiar case. Mr. Justice Davidson rendered the original judgment. This was reversed in appeal by Justices Cross, Baby, Bossé and M. Doherty; but the first judgment has been restored by the Supreme Court, two judges dissenting. The view which prevails has received the support of five judges, while the contrary opinion has the support of six judges. If the contract between the society and its shareholder be considered in the nature of a pledge of the shares for what was due to the society, a somewhat analogous case may be put thus: A. pledges his watch to B., a pawnbroker. Afterwards A., with the aid and connivance of B.'s employee, gets the watch back into his hands, and pledges it to C. When B. hears of this he goes to C., and by paying him the amount advanced by him to A. gets the watch again into his hands, and holds it under the original contract for the amount of A.'s indebtedness to him. But A. in the meantime has become insolvent, and his curator pretends that he is entitled to the watch on payment of the amount advanced on it by C. The first Court held that A.'s insolvency before the discovery of the fraud ought not to affect the case, for A.'s creditors are not entitled to profit by his fraud, as they obviously would do if the curator had a right to get the thing pledged as part of the assets of the insolvent without paying B.'s claim. In the *Daveluy* case the Court of Queen's Bench considered the transfer of the shares by P., countersigned by the secretary, as regular and complete. It was no doubt regular on its face, and valid as regards an innocent third party; but as between P. and the society it was none the less a fraud, and his creditors should not profit by it. The final decision certainly meets the equity of the case, and we are disposed to think that it is the more satisfactory solution of the difficulty.

A deceased judge of the Superior Court once expressed

a fear that, so bad was most of the ink in use, the records of the Court House would fade away before long and become illegible. The *Paper World* attacks modern records on the score of the material itself as well as of the ink employed. Experts, it says, are predicting that the books of to-day will fall to pieces before the middle of the coming century. The paper in the books that have survived two or three centuries was made by hand, of honest rags, and without the use of strong chemicals, while the ink was made of nut galls. To-day much of the paper for books is made, at least in part, of wood pulp, treated with powerful acids, while the ink is a compound of various substances naturally at war with the flimsy paper upon which it is laid. The printing of two centuries ago has improved with age; that of to-day, it is feared, will, within fifty years, have eaten its way through the pages upon which it is impressed.

Mixed juries are in use in New Zealand. This is comparatively a new colony, but it has prospered wonderfully, and has a population of 650,000 whites. Although the native population of 100,000 fifty years ago has decreased to 40,000, the Maori element is now taking a far higher place than the Indian in Canada. The Maoris have four members of their own race in each of the two Houses of Parliament, and it is said that they occupy more than their fair share of the debates, as they are orators born. Maori magistrates sit on the bench with the European judges to determine questions of native title, and Maoris charged with crime are tried by a semi-Maori jury.

SUPREME COURT OF CANADA.

April 4, 1892.

LACOSTE v. WILSON.

Quebec.]

Donation inter vivos—Subsequent deed—Giving in payment—Registration—Arts. 806, 1592, C. C.

The parties to a gift *inter vivos* of certain real estate with warranty by the donor, did not register it, but by a subsequent deed which was registered changed its nature from an apparently gratuitous donation to a deed of giving in payment.

In an action brought by the testamentary executors of the donor to set aside the donation for want of registration,

Held, affirming the judgment of the Court below, M. L. R., 6 S. C. 316, that the forfeiture under art. 806, C. C., resulting from neglect to register applies only to gratuitous donations, and as the deed in this case was in effect the giving of a thing in payment (*dation en paiement*) with warranty, which under article 1592, C. C., is equivalent to sale, the testamentary executors of the donor had no right of action against the donee based on the absence of registration of the original deed of gift *inter vivos*.

Appeal dismissed with costs.

Lajoie for appellant.
Geoffrion, Q.C., for respondent.

BALL v. MCCAFFREY.

Quebec.]

Appeal—Acquiescence in judgment—Jurisdiction—36 Vict., ch. 81, P. Q.—Charges for boomage—Agreements—Renunciation to rights—Estoppel by conduct—Renonciation tacite.

In an action in which the constitutionality of 36 Vic., c. 81 (P. Q.), was raised by the defendant the Attorney General for the province intervened, and the judgment of the Superior Court having maintained the plaintiff's action and the Attorney General's intervention, the defendant appealed to the Court of Queen's Bench (appeal side), but pending the appeal, acquiesced in the judgment of the Superior Court on the intervention and discontinued his appeal from that judgment. On a further appeal to the Supreme Court of Canada from the judgment of the Court of

Queen's Bench on the principal action, the defendant claimed he had the right to have the judgment of the Superior Court on the intervention reviewed.

Held, that the appeal to the Court of Queen's Bench from the judgment of the Superior Court on the intervention having been abandoned, the judgment on the intervention of the Attorney General could not be the subject of an appeal to this Court.

F. Mc. brought an action against G. B. for $4,464 as due to him for charges which he was authorised to collect under 36 Vic., ch. 81, P. Q., for the use by G. B. of certain booms in the Nicolet river during the years 1887 and 1888. G. B. pleaded that under certain contracts entered into between F. Mc. and G. B. and his *auteurs*, and the interpretation put upon them by F. Mc., the repairs to the booms were to be and were in fact made by him and that in consideration thereof he was to be allowed to pass his logs free; and also pleaded compensation of a sum of $9,620 for use by F. Mc. of other booms and repairs made by G. B. on F. Mc. C's booms and which by law he was bound to make.

Held, reversing the judgment of the Court below, that as there was evidence that F. Mc. had led G. B. to believe that under the contracts he was to have the use of the booms free in consideration for the repairs made by him to the piers, &c., F. Mc. was estopped by conduct from claiming the dues he might otherwise have been authorised to collect.

Held, further that even if F. Mc's right of action was authorised by the Statute the amount claimed was fully compensated by the amount expended in repairs for him by G. B.

Appeal allowed with costs.

Laflamme, Q.C., and *Charbonneau* for appellant.
Honan for respondent.
Brodeur for the Attorney General.

GRANT v. THE QUEEN.

Quebec.]

Petition of right (P. Q.)—R. S. C. Art. 5976—Sale of timber limits —Licenses—Plan—Description—Damages—Art. 992, C. C.

Where the holder of a timber license does not verify the correctness of the official description of the lands to be covered by the license before the issue of the license, and after its issue works on lands and makes improvements on a branch of a river

which he believed formed part of his limits but are consequently ascertained by survey to form part of adjoining limits, he cannot recover from the Crown for losses sustained by acting on an understanding derived from a plan furnished by the Crown prior to the sale. Fournier, J., dissenting.

Patterson, J., was of opinion that the appellant's remedy should have been by action to cancel license under Art. 992, C. C., and with a claim for compensation for moneys expended.

Appeal dismissed with costs.

Hutchinson, Q.C., for appellant.
Bedard for respondent.

LA SOCIÉTÉ CANADIENNE-FRANCAISE v. DAVELUY.

Quebec.]

Acquiescence in judgment—Attorney ad litem—Right of appeal—Building Society—C. S. L. C., ch. 69—By laws—Transfer of shares—Pledge—Art. 1970, C. C.—Insolvent—Creditor's right of action—Art. 1981, C. C.

By a judgment of the Court of Queen's Bench the defendant society was ordered to deliver up a certain number of its shares upon payment of a certain sum. Before the time for appealing expired, the attorney *ad litem* for the defendant delivered the shares to the plaintiffs' attorney and stated he would not appeal if the society were paid the amount directed to be paid. An appeal was subsequently taken before the plaintiffs' attorney complied with the terms of the offer. On a motion to quash the appeal on the ground of acquiescence in the judgment,

Held, that the appeal would lie.

Per Taschereau, J., that an attorney *ad litem* has no authority to bind his client not to appeal by an agreement with the opposing attorney that no appeal would be taken.

A by-law of a Building Society (appellants) required that a shareholder should have satisfied all his obligations to the society before he should be at liberty to transfer his shares. One P., a director, in contravention of the by-law, induced the secretary to countersign a transfer of his shares to the Banque Ville-Marie as collateral security for an amount he borrowed from the bank, and it was not till P's abandonment or assignment for the benefit of his creditors that the other directors knew of the transfer to the bank, although at the time of his assignment P. was indebted

to the appellant society in a sum of $3,744, for which amount under the by-law his shares were charged as between P. and the society. The society immediately paid the bank the amount due by P. and took an assignment of the shares of P's debt. The shares being worth more than the amount due to the bank, the curator to the insolvent estate of P. brought an action, claiming the shares as forming part of the insolvent's estate, and with the action tendered the amount due by P. to the bank. The society claimed the shares were pledged to them for the whole amount of P's indebtedness to them under the by-laws.

Held, reversing the judgment of the Court of Queen's Bench for Lower Canada (appeal side), and restoring the judgment of the Superior Court, that the payment by the society of the bank's claim annulled and cancelled the transfer made by P. in fraud of the company's rights, and that the shares in question must be held as having always been charged under the by-laws with the amount of P's indebtedness to the society, and that his creditors had only the same rights in respect of these shares as P. himself had when he made the abandonment of his property, viz., to get the shares upon payment of P's indebtedness to the society. Fournier and Taschereau, JJ., dissenting.

Appeal allowed with costs.

Laflamme, Q.C., and *Charpentier* for appellants.
Béique, Q.C., for respondent.

Exchequer Court.]

BURROUGHS v. THE QUEEN.

Salaries of license inspectors—Approval by governor-general in council—Liquor License Act, 1883, *s.* 6.

On a claim brought by the Board of License Commissioners appointed under the Liquor License Act, 1883, for monies paid out by them to license inspectors with the approval of the department of inland revenue, but which were found to be in excess of the salaries which two years later were fixed by order in council under sec. 6 of the said Liquor License Act, 1883.

Held, affirming the judgment of the Exchequer Court, that the Crown could not be held liable for any sum in excess of the salary

fixed and approved of by the governor-general in council. The Liquor License Act, 1883, s. 6.

Appeal dismissed without costs.

L. H. Burroughs for appellant.
Hogg, Q.C., for respondent.

British Columbia.]

HOGGAN v. THE ESQUIMAULT & NANAIMO RAILWAY CO.

WADDINGTON v. THE ESQUIMAULT & NANAIMO RAILWAY CO.

Government lands—Pre-emption—Statutory right to—Lands reserved.

By 47 Vic., c. 14 (B. C.), "The Settlement Act," certain lands in the province previously withdrawn from settlement, purchase or pre-emption, were thrown open to settlers, and it was provided that for four years from the date of the Act, "they should be open to" actual settlers for agricultural purposes" at the rate of $1 per acre, except coal and timber lands which were expressly reserved. A part of these lands, which had been reserved for a town site many years previously, had been granted to the defendant company as part consideration for the construction by them of a railway from Esquimault to Nanaimo. H. & Co. claiming that the statute entitled them to a conveyance of these lands from the company, applied under the pre-emption Act for registration of lots of 160 acres each, which was refused and the refusal was confirmed by the chief commissioner. No appeal was taken to the Supreme Court as the act allows, but suits were brought against the company by each applicant for a declaration of his right to purchase said lands upon payment of said price of $1 per acre therefor.

Held, affirming the decision of the Supreme Court of British Columbia, that the Settlement Act did not operate to open for settlement lands reserved as these were for a town site; and that the applicants had never entered thereupon as actual settlers for agricultural purposes, but had express notice when they entered that they were not open for settlement as agricultural lands.

Appeal dismissed with costs.

S. H. Blake, Q.C., for the appellants.
Moss, Q.C., and *Davie, Q.C.*, for the respondents.

DORION v. DORION.

Quebec.]

Substitution — Curator to — Action to account — Indivisibility of — Will — Construction — Transfer — Effect of — Sale of rights — Mandatary — Negotiorum gestor — Parties to suit for partition — Art. 920, C. C. P. — Purchase by co-heir while curator — Art. 1484, C. C.

P. A. A. D. (respondent) as representing the institutes and substitutes under the will of the late J. D. brought an action against J. B. T. D. (appellant) who was one of the institutes and had acted as curator and administrator of the estate for a certain time, for reddition of an account of three particular sums, which the plaintiff alleged the defendant had received while he was curator.

Held, reversing the judgment of the Court below, that an action did not lie against the appellant for these particular sums apart from and distinct from an action for an account of his administration of the rest of the estate.

The plaintiff in his action alleged that he represented S. D. one of the substitutes, in virtue of a deed of release and subrogation by which it appeared he had paid to S. D.'s attorney for and on behalf of the defendant a sum of £437 7s. 6½d., the defendant having in an action of reddition of account settled by a notarial deed of settlement with the said S. D. for the sum of $4,000 which he agreed to pay and for which amount the plaintiff became surety.

Held, that as the notarial deed of settlement gave the defendant a full and complete discharge of all redditions of account as curator or administrator of the estate, the plaintiff could not claim a further reddition of account of these particular sums.

The plaintiff also claimed that he represented F. D. and E. D., two other institutes under the will, in virtue of two assignments made to him by them on 21st January, 1869, and 15th November, 1869, respectively. In 1865, after the defendant had been sued in an action of reddition of account, by a deed of settlement the said F. D. and E. D. agreed to accept as their share in the estate the sum of $4,000 each, and gave the defendant a complete and full discharge of all further redditions of account.

Held, affirming the judgment of the Court of Queen's Bench, that the defendant could not be sued for a new account, but could

only be sued for the specific performance of the obligations he had contracted under the deed of settlement.

In 1871, C. Z. D., another of the institutes, died without issue and by his will made the defendant his universal legatee. Plaintiff claimed his share in the estate under a deed of assignment made by defendant to plaintiff in 1862 of all right, title and interest in the estate.

Held, that the plaintiff did not acquire by the deed of 1862, the defendant's title or interest in any portion of C. Z. D.'s share under the will of 1871.

Held, further, that under the will of the late J. D., C. Z. D.'s share reverted to the surviving institutes and substitutes, and that all defendant took under the will of C. Z. D. was the accrued interest on the capital of the share at the time of his death.

By the judgment appealed from the defendant was condemned to render an account of his own share in the estate which he transferred to plaintiff by notarial deed in 1862, and also an account of C. D.'s share, another institute who in 1882 transferred his rights to the plaintiff. The transfer made by defendant was in his capacity of co-legatee of such rights and interests as he had at the time of the transfer, and he had at that time received the sixth of the sums for which he was sued to account.

Held, reversing the judgment of the Court below, that the plaintiff took nothing as regards these sums under the transfer, and even if he was entitled to anything, the defendant would not be liable in an action to account as the mandatary or *negotiorum gestor* of the plaintiff.

2. That F. D. and E. D. having acquired an interest in C. Z. D.'s share after they had transferred their shares to the plaintiff in 1869, the plaintiff could not maintain his action without making them parties to the suit. Art. 920, C. P. C.

Per Taschereau, J.—Was not the transfer made by the institutes E. D. and F. D. to the plaintiff while he was acting as curator to the substitution null and void under Art. 1484, C. C.?

Appeal allowed with costs.

Lacoste, Q.C., and *Bonin* for appellant.

Madore for respondent.

EXCHEQUER COURT OF CANADA.

March 18, 1892.

Coram BURBIDGE, J.

CLARK et al. v. THE QUEEN.

Practice—Extension of time for leave to appeal after period prescribed by statute has expired—The Exchequer Court Act (1887) *sec.* 51, 53 *Vic., c.* 35, *s.* 1—*Grounds upon which extension will be granted.*

Where sufficient grounds are disclosed, the time for leave to appeal from a judgment of the Exchequer Court of Canada prescribed by section 51 of *The Exchequer Court Act* (as amended by 53 Vic., c. 35, s. 1) may be extended after such prescribed time has expired. The application in this case was made within three days after the expiry of the 30 days within which an appeal could have been taken.

2. The fact that a solicitor who has received instructions to appeal has fallen ill before carrying out such instructions, affords a sufficient ground upon which an extension may be allowed after the time for leave to appeal prescribed by the statute has expired.

3. Pressure of public business preventing a consultation between the Attorney-General for Canada and his solicitor within the prescribed time for leave to appeal, is sufficient reason for an extension being granted although the application therefor may not be made until after the expiry of such prescribed time.

Hogg, Q. C., for motion.

McCarthy, and *Christie, Q. C., contra.*

March 21, 1892.

Coram BURBIDGE, J.

CORSE et al. v. THE QUEEN.

Goods stolen while in bond in Customs Warehouse—Claim for value thereof against the Crown—Crown not a bailee—Personal remedy against officer through whose act or negligence the loss happens.

The plaintiffs sought to recover from the Crown the sum of $465.74 and interest, for the duty paid value of a quantity of glazier's diamonds alleged to have been stolen from a box, in which they had been shipped at London, while such box was at the Examining Warehouse at the Port of Montreal.

On the 21st February, 1890, it appeared that the box mentioned was in bond at a warehouse for packages used by the Grand Trunk Railway, at Point St. Charles, Montreal; and on that day the plaintiffs made an entry of the goods at the Customs House, and paid the duty thereon ($107.10). On Monday, the 24th, the Customs officer in charge of the warehouse at Point St. Charles delivered the box to the foreman of the Customs House carters, who in turn delivered it to one of his carters who took it, with other parcels, and delivered it to a checker at the Customs Examining Warehouse. The box was then put on a lift and sent up to the third floor of the building, where it remained one or two days. It was then brought down to the second floor and examined, when it was found that the diamonds had been stolen,—the theft having been committed by removing the bottom of the box. Although the evidence tending to show that the theft was committed while the box was at the Customs Examining Warehouse at Montreal was not conclusive, the Court drew that inference for the purposes of the case.

Held,—That, admitting the diamonds were stolen while in the Examining Warehouse, the Crown is not liable therefor.

2. In such a case the Crown is not a bailee. The temporary control and custody of goods imported into Canada, which the the law gives to the officers of the Customs to the end that such goods may be examined and appraised, is given for the purpose of the better securing the collection of the public revenue. Without such a power the State would be exposed to frauds against which it would be impossible to protect itself. For the loss of any goods while so in the custody of the Customs officers the law affords no remedy except such as the injured person may have against the officers through whose personal act or negligence the loss happens.

Curran, *Q. C.*, for claimants.

Osler, *Q. C.*, and *Hogg*, *Q. C.*, for the Crown.

ADMIRALTY DISTRICT OF NOVA SCOTIA.

Coram MACDONALD, C. J. (Local Judge).

The Ship "QUEBEC."

Salvage of ship and cargo—Principal and agent—Power of Attorney given by crew to agent of owners of salving vessel for purpose of adjustment of salvage claim—Construction of.

A crew of a fishing schooner had performed certain salvage

services in respect of a derelict ship, and gave the following power of attorney respecting the claim for such services to the agent of the owner of the schooner: "We, the undersigned, being all the crew of the schooner *Iolanthe* at the time said schooner rendered salvage services to the barque *Quebec*, do hereby irrevocably constitute and appoint Joseph O. Proctor our true and lawful attorney with power of substitution for us and in our name and behalf as crew of the said schooner to bring suit or otherwise settle and adjust any claim which we may have for salvage services rendered to the barque *Quebec* recently towed into the port of Halifax, Nova Scotia, by said schooner *Iolanthe*, hereby granting unto our said attorney full power and authority to act in and concerning the premises as fully and effectually as we might do if personally present, and also power at his discretion to constitute and appoint from time to time as occasion may require one or more agents under him or to substitute an attorney for us in his place, and the authority of all such agents or attorneys at pleasure to revoke."

Held,—That this instrument did not authorize the agent to receive the salvage payable to the crew or to release their lien upon the ship in respect of which the salvage services were performed.

2. That payment of a sum agreed upon between the owners of such ship and the agent and the latter's receipt therefor, did not bar the salvors from maintaining an action for their services.

PROCEEDINGS IN APPEAL—MONTREAL.

Monday, May 16.

Benoit & Carpenter.—Motion for leave to appeal from an interlocutory judgment.—C. A. V.

Taillefer et al. & British America Assurance Co.—Motion by defendant for leave to appeal from an interlocutory judgment.—C. A. V.

Beaulac & Leclaire.—Motion by defendant for leave to appeal from an interlocutory judgment.—C. A. V.

Shotton & Lawson.—Motion to reject appeal dismissed.

Lefebvre & Beaudin.—Heard on appeal from judgment of the Superior Court, Montreal, Wurtele, J., Jan. 16, 1889.—C. A. V.

Desjardins & Bruchesi.—Part heard on appeal from judgment of the Superior Court, Montreal, maintaining an answer-in-law, and rejecting defendant's plea.

Tuesday, May 17.

Taillefer et vir & British America Assurance Co.—Motion for leave to appeal from an interlocutory judgment rejected.

Desjardins & Bruchesi.—Hearing concluded.—C. A. V.

C. P. R. Co. & Pellant et vir.—Heard on appeal from a judgment of Superior Court, Montreal, Pagnuelo, J.—C. A. V.

Ouimet & Benoit.—Heard on appeal from a judgment of the Superior Court, Montreal, Loranger, J., Feb. 27, 1891.—C. A. V.

Wednesday, May 18.

Picault & Guyon dit Lemoine.—Struck from the roll by consent.

Hêtu & Menard.—Heard on appeal from a judgment of the Superior Court, Montreal, DeLorimier, J., Nov. 23, 1889.—C. A. V.

Wood & Maloney.—Heard on appeal from a judgment of the Superior Court, Montreal, Wurtele, J., Oct. 28, 1890.—C. A. V.

Evans & Corestine.—Appellant desists from the appeal.

St. Lawrence Sugar Refining Co. & Ives.—Part heard on appeal from a judgment of the Superior Court, Montreal, Loranger, J., May 12, 1890.

Thursday, May 19.

Patterson et al. & Stevenson, & Wisner, contesting.—Motion of Patterson et al. for leave to appeal from a judgment of 5th May instant.—C. A. V.

Burland & Grand Trunk R. Co.—Heard on appeal from judgment of the Superior Court, Iberville, Charland, J., Feb. 15, 1890. —C. A. V.

Chevalier et vir & Banque du Peuple.—Heard on appeal from judgment of Superior Court, Iberville, Charland, J., March 17, 1890.—C. A. V.

McDonald & Ferdais.—Heard on appeal from judgment of Superior Court, Iberville, Wurtele, J., Sept. 28, 1889.—C. A. V.

Friday, May 20.

Fernet & Charron dit Ducharme.—Heard on appeal from judgment of the Superior Court, Richelieu, Ouimet, J., May 2, 1890. —C. A. V.

Pearson & Spooner.—Heard on appeal from judgment of the Court of Review, Montreal, Dec. 30, 1890.—C. A. V.

Cie. de Navigation R. & O. & Triganne.—Heard on appeal from judgment of the Superior Court, Richelieu, Ouimet, J., April 2, 1889.—C. A. V.

Tourville et al. & Macdonald.—Heard on appeal from judgment of the Superior Court, Richelieu, Papineau, J., May 10, 1887.—C. A. V.

Saturday, May 21.

Benoit & Carpenter.—Motion for leave to appeal from an interlocutory judgment granted.

Beaulac & Leclaire.—Motion for leave to appeal rejected.

Patterson & al. & Stevenson & Wisner.—Motion for leave to appeal rejected.

Patterson et al & Stevenson & Redmond.—Motion for leave to appeal rejected.

Vallée & Préfontaine.—Confirmed, Bossé and Ouimet, JJ., dissenting.

Dufresne & Préfontaine.—Confirmed, Bossé and Ouimet, JJ., dissenting.

Cadieux & Taché.—Reversed, Hall and Wurtele, JJ., dissenting.

Auger et al. & Labonté et al.—Confirmed.

C. P. R. Co. & Collins.—Confirmed, Hall, J., diss.

C. P. R. Co. & Larmonth.—Confirmed, Hall, J., diss.

Stewart & St. Ann's Mutual Building Society.—Confirmed.

Lefebvre & Magnan.—Confirmed.

Canadian Bank of Commerce & Stevenson.—Reformed.

Browne & Leclerc.—Confirmed.

Corporation de Longueuil & Préfontaine.—Reversed.

Carrière & Beaudry.—Reversed.

Maclaren & Laperrière.—Confirmed.

McBean & Marler.—Confirmed.

Ahern & U. S. Life Insurance Co.—Confirmed.

DeGagné & Davidson.—Confirmed.

Tremblay & Davidson.—Confirmed.

Gilmour & Letourneux.—Confirmed.

Clement & Corporation of Ste. Scholastique.—Reversed.

The following cases, in which no proceedings have been had within the year, were struck:—Stanley & Tait; Protestant Hospital & Tackeray; Windsor Hotel Co. & Charpentier; Campeau & Grange.

The Court adjourned to Monday, June 6.

INSOLVENT NOTICES.

Quebec Official Gazette, May 14 *&* 21.

Judicial Abandonments.

DENIS, Alfred (Denis & Durocher), St. Hyacinthe, May 12.

GIBEAU, Dame Dorcas (D. Parent & Co.), coal dealer, Montreal, May 18.

LEBRUN, Alexis, trader, Fraserville, May 9.

MERCIER, Charles Amédée, Montmagny, May 9.

MILETTE, François Alphonse, Windsor Mills, May 12.

RACICOT, Chs. Emile, Montreal, May 6.

Curators appointed.

BENOIT, William, St. Jean-Baptiste de Rouville.—A. Girard, Marieville, curator, May 4.

BRIGGS, Wm. H.—H. Beatty, Stanbridge East, curator, May 2.

CHAPMAN, Alfred, and James Drysdale, Lachute.—G. J. Walker, Lachute, curator, May 11.

FORTIER, Phil.—A. Lemieux, Levis, curator, May 14.

MCCAFFREY, Francis.—F. Valentine, Three Rivers, curator, May 13.

MCCORMICK, Duncan, lumber manufacturer, Côte St. Antoine.—John Hyde, Montreal, curator, May 9.

MCGARRITY, P.—DeLery Macdonald, Montreal, curator, April 28.

MOODIE, William, Montreal.—J. McD. Hains, Montreal, curator, May 6.

RACICOT, C. E.—Bilodeau & Renaud, Montreal, joint curator, May 13.

WILLOUGHBY BROS.—W. A. Caldwell, Montreal, curator, May 14.

Dividends.

BÉDARD, David F.—First and final dividend, payable May 30, Royer & Burrage, Sherbrooke, joint curator.

BROUSSEAU, Miles R.—First and final dividend, payable June 7, L. N. Belisle, St. Pie, curator.

BURQUE, Willie, St. Hyacinthe.—Second and final dividend, payable June 4, J. O. Dion, St. Hyacinthe, curator.

CARTWRIGHT, Dame S. A. (G. Lepage).—First and final dividend, payable May 30, Bissett & Barry, Montreal, curators.

ELDER, John.—Dividend on proceeds of real estate, payable June 1, W. S. Maclaren, Huntingdon, curator.

FALARDEAU & Paquet, Quebec.—First and final dividend, payable June 6, N. Matte, Quebec, curator.