The Legal News.

Vol. XIV. MARCH 21, 1891. No. 12.

Un homme de loi nous communique les remarques suivantes:—

La Bibliothèque du Code Civil de la province de Québec, fondée en 1871, avait pour objet de publier au long les autorités et les parties d'ouvrages citées par les codificateurs au pied de chaque article. L'utilité de cette revue était évidente à cause de la valeur et de la rareté de ces livres, vu les moyens pécuniaires de l'étudiant et de l'homme de la profession.

Dès le commencement on devait espérer que cette publication se ferait promptement pour ne pas manquer son but.

Après 20 ans, cette revue en est rendue à son 21ème volume qui s'arrête à l'article 2277 du Code Civil.

Le 17ème volume publié en 1888 va jusqu'à l'article 2078, c'est-à dire que les 17 premiers volumes contiennent chacun plus de 100 articles. Les deux volumes de 1889 ne comprennent que 54 articles, et les deux autres publiés en 1890, contiennent le premier, 32 articles et le second, 11; en outre, ce dernier volume compte 300 pages de moins que chacun des 20 volumes qui le précèdent.

Cette publication a été fort encouragée par le gouvernement de Québec afin de l'encourager à terminer son œuvre au plus tôt. Cette générosité semble avoir manqué son but, puisque cette revue au lieu d'avancer rapidement marche à pas de tortue, et au train qu'elle va, nous pouvons encore compter sur 20 volumes à venir. En effet, il reste encore 338 articles à commenter, et au lieu de se tenir dans ses limites, publier les autorités citées par les codificateurs, cette revue copie tout jusqu'à nos rapports de tribunaux. Il n'y a pas de mal à ce qu'elle indique le jugé de nos causes, mais reproduire au long ce que l'on trouve dans les rapports judiciaires, cela dépasse certainement l'attente des abonnés à cet ouvrage.

THE BEHRING'S SEA QUESTION.

The application to the American Supreme Court made by the Attorney-General of Canada, apparently with Lord Salisbury's approval, for a prohibition to be directed to the Circuit Court of Alaska restraining further proceedings against one of the sealers captured in the Behring's Sea, comes as a surprise to most English lawyers. The ground upon which it is based is that the American Government has, by the law of nations, no jurisdiction upon the high seas. In international law, no doubt, the claim of the United States to appropriate the fishing over a wide area of open sea is an almost absurd anachronism, and in this particular matter, moreover, the Americans are barred by their own conduct, and by the treaty which they concluded early in the century with Russia. But if the seizures have been made, as we assume they have, by the authority of Congress, judging from the analogy of our own law, these arguments have neither place nor weight in an American Court of law. Certainly, so far as our own courts are concerned, it would be immaterial that a statute violated every principle laid down by Grotius or his successors, if its terms were clear, although, if they were not, for the purposes of construction, a judge would, no doubt, presume that no such violation was intended. 'It is freely admitted to be within the competency of Parliament to extend the realm how far so ever it may please,' Lord Coleridge asserted in *The Franconia Case* (*Regina* v. *Keyn*, 46 Law J. Rep. M. C. 60; L. R. 2 Exch. Div. p. 152), and others of the judges spoke to the same effect. The celebrated case just mentioned is, indeed, in one aspect the converse of the present application. There it was argued on behalf of the prosecution (*inter alia*) that by international law the English criminal Courts had jurisdiction over the seas within three miles of the coast, but the judges, by a majority of seven to six, decided that no such jurisdiction in fact existed. It is true that Sir R. Phillimore and Chief Baron Kelly relied on the uncertainty of the publicists themselves as to whether the jurisdiction was recognized by the law of nations, but Lord Chief Justice Cockburn and the judges who concurred in his elaborate judg-

ment, and particularly Lord Bramwell, held that, if it were so recognized, statutes or precedents would still be required, and the case is generally taken to have decided, contrary to some earlier *dicta*, that what is called 'international law' is not, as such, part of the law of England. Here its rules, so far from being of greater authority than Acts of Parliament, are not binding on our Courts at all.

It may be urged that the Supreme Court occupies a position with regard to Congress which is different to that of our own Courts with regard to Parliament. Certainly it is accustomed to override the enactments of Congress when it finds them in conflict with the fundamental law of the constitution, and moreover, no jurists have written more strongly of the binding force of international law than American lawyers. Chancellor Kent, to cite a single instance, declared that it is, in fact, part of the common law itself. But though we do not presume to speak with any confidence on this matter, it would seem that, within the limits of the constitution, Congress is as supreme as Parliament; and it is clear that the doctrine of the freedom of the high seas, or any other rule of international law, is no part of the constitution. There are, moreover, authorities in the American reports which suggest that the assumed subordination of the Legislature, before the municipal law, to the rules generally accepted by civilized nations would at once be repudiated by the Courts, however right and proper it may be for statesmen to defer to them in practice. For example, in *The United States* v. *Kessler*, Bald. 34, Judge Hopkinson declared that the Court (the District Court of Pennsylvania) derived its authority from Congress, and that it made, therefore, no difference whether an alleged offence at sea was committed within the territorial waters or outside them.

We trust that the difficulty we have dwelt upon was fully considered before the application for the prohibition was launched, and it may be found that the English case has been submitted to a jurisdiction where the arguments upon which it rests, extremely strong as they are, cannot even be considered. In any event, we cannot see what end could be served by lending to the application, which might well have been made in the name of the owner of the vessel alone, the authority of the Canadian, and possibly of the British Government.—*Law Journal* (London).

SUPERIOR COURT.

AYLMER, 3rd February, 1891.

Coram MALHIOT, J.

LEBLANC v. FORTIN.

Capias—Secretion—Sufficiency of affidavit.

HELD :—*That an affidavit which alleges that the defendant has secreted and made away with his property and effects with intent to defraud his creditors in general and the plaintiff in particular; and that without the benefit, etc., the plaintiff will be deprived of his recourse against the said defendant," is sufficient in law to establish the charge of secretion; and that the date of the secretion need not necessarily be given.*

The plaintiff caused the arrest of the defendant under a writ of *capias ad respondendum*, the affidavit to obtain the issue of which charged secretion in the following words: "That the defendant has secreted "and made away with his property and ef- "fects with intent to defraud his creditors "in general and the plaintiff in particular; "and without the benefit of a writ of attach- "ment, *capias ad respondendum*, against the "body of the said defendant, the said plain- "tiff will be deprived of his recourse against "the said defendant, lose his said debt and "sustain damage." The defendant petitioned to quash on the ground that the essential allegations of the affidavit were false and insufficient for the following reasons:

1st. Because neither the deposition of the plaintiff nor the writ of *capias* issued in this cause mention the quality of the defendant.

2nd. Because the allegation of secretion is the only allegation made in said affidavit which can give rise to the issue of a *capias* in this cause; and the said allegation is insufficient and vague, inasmuch as it does not specify the reasons or facts upon which such allegation is based.

3rd. Because the said allegation is "that the defendant has secreted and made away with his property and effects," and no mention is made of any date or time at which the defendant is charged with secreting and concealing his property, and because it does not even appear that the debt sued for existed at the time that the pretended secretion took place.

L. N. Champagne, for defendant: — The charge of secretion is quasi-criminal in its nature, and should be specified with sufficient clearness to give the defendant full opportunity to answer it. The affidavit does not even show at what time the alleged secretion took place. If the defendant had secreted his property some fifteen years ago, the Court would certainly not imprison him now on that account. Had the affidavit charged that the defendant had secreted and is now secreting his property it would then be sufficiently explicit, but there is nothing to show that the pretended secretion has any connection with the present time or that the debt existed when it is supposed to have taken place.

In support of the petition the following authorities were cited:

McAllen v. *Ashby*, 4 Leg. News, 50, S. C. M., 1881.

D'Anjou & Thibodeau, 11 R. L., 512, Q. B., 1882.

Weinrobe v. *Solomon*, 7 Leg. News, 109, S. C., 1884.

C. J. Brooke, for plaintiff: — The affidavit is exactly in accordance with the requirements of Art. 798, C. C. P. The time of the secretion is immaterial if the property is still secreted; and the obvious meaning of the words used, is that the secreted property is still existing and still secreted. Even had the goods been hidden before the debt was contracted, their subsequent concealment would still give rise to the *capias*. This explanation is confirmed by the allegation that the secretion has been made with intent to defraud the plaintiff, and is, if necessary, still more clearly shown by the further averment, that without the *capias* the plaintiff will be deprived of his recourse against the defendant; *i. e.*, that the plaintiff will be deprived of such recourse by reason of the secretion charged. The defendant does not suffer by any vagueness in the affidavit, as he can commence his *enquête* by cross-examining the plaintiff on his reasons for making it.

Authorities cited:—

Trenholme v. *Hart*, 16 R. L., 318.

Montgomery v. *Lester*, 8 Q. L. R., 375.

The following are the *considérants* of the judgment:—

"Considérant, 1o. Que la loi n'exige pas que la où les qualités du défendeur soient mentionnées dans le bref ou dans la déposition; 2o. Que la loi n'exige pas non plus, que le déposant donne aucune raison, ou fasse mention d'aucun fait pour appuyer l'allégation de recel (art. 798, C. P. C.); 3o. Ni enfin que mention soit faite de la date de tel recel;

"Considérant que le demandeur, en alléguant dans la dite déposition que le défendeur a caché et soustrait ses biens, etc., avec l'intention de frauder ses créanciers en général et le demandeur en particulier, et que sans le bénéfice d'un bref de *capias ad respondendum*, etc., il sera privé de son recours et perdra sa créance, fait voir suffisamment que le recel en question a été fait par le défendeur avec l'intention de le frauder en lui faisant perdre sa créance, c'est-à-dire la créance qui fait la base de l'action en cette cause, et que c'est là tout ce que la loi requiert;

"Considérant enfin que cette partie de la dite requête, savoir: cette partie de la dite requête où il se plaint de l'insuffisance des allégations de la dite déposition est mal fondée, la rejette avec dépens, dont distraction, etc."

C. J. Brooke, attorney for plaintiff.

Rochon, Champagne & Wright, attorneys for defendant.

(C. J. B.)

*COURT OF QUEEN'S BENCH—MONTREAL.**

Railway company—Bill of lading—Condition—Goods transferred to another company.

Held:—That it is competent for a railway company which undertakes to carry goods over their line destined for a point beyond their own line, and receives the freight for

* To appear in Montreal Law Reports, 6 Q. B.

the whole distance, to stipulate by an express condition of the bill of lading, that they will not be responsible for any loss or damage to the goods other than that which may occur while the goods are being carried on their line; and where such condition exists and the defendants prove that the goods were carried safely over their line and delivered in good order to the connecting company, they will be relieved from responsibility for any damage sustained thereafter.—*Canadian Pacific Railway Co. & Charbonneau*, Dorion, C. J., Tessier, Cross, Bossé, Doherty, JJ., May 23, 1890.

---

*SUPERIOR COURT—MONTREAL.**

Responsibility—Quasi offence—Accident caused by dogs barking at horses—Proximate cause—Art. 1055, *C.C.—Damages.*

The plaintiff was driving along the public highway after dark, with two horses led by a long halter, the end of which he held twisted round his thumbs. The led horses, being startled by the barking of defendant's dogs, which ran out from a farm-house, jerked the rope suddenly, and the plaintiff's thumbs were seriously injured.

Held:—Reversing the judgment of DAVIDSON, J. (M.L.R., 4 S.C. 204), WURTELE, J., diss., that the immediate cause of the injury being the negligence of the plaintiff in having the halter twisted round his thumbs, he was not entitled to recover damages from the owner of the dogs. *Vital* v. *Tetrault*, in Review, Jetté, Loranger, Würtele, JJ., June 28, 1889.

MAGISTRATES COURT.

MONTREAL, Feb. 26, 1891.

Before CHAMPAGNE, J. M. C.

BÉLANGER v. CREE.

Master and servant.

HELD:—*That an employee paid fortnightly according to the number of dozens of shirts ironed, who has bound himself to give a week's notice of his intention of leaving, and who quits his employment without cause, without his employer's consent and without notice, does not by his desertion forfeit his wages, except to the extent of the actual damages caused to his employer thereby.*

(A. G. B. C.)

* To appear in Montreal Law Reports, 6 S.C.

CHANCERY DIVISION.

LONDON, Dec. 5, 1890.

Before KEKEWICH, J.

WILLIAMSON v. HINE BROTHERS.

Principal and Agent—Ship—Managing Owner acting also as Ship Broker—Commission for Charter and Freights.

The plaintiff was part-owner of certain ships. The defendants were also part owners, and acting as managing owners, being remunerated for such management by a fixed sum in respect of each ship. The defendants were also ship and insurance brokers, and the plaintiff claimed a declaration that they were not entitled to retain certain alleged secret profits, consisting of brokerage on freights and charters, and other commissions, and an account and payment thereof.

At the trial an inquiry was directed 'whether it was within the duties of the defendants as managing owners of the said ships (or otherwise as agents of the plaintiffs and others, the owners of the said ships) to procure charters and freights for the ships;' and, if so, an account was directed of the sums received by way of commission, &c., in respect of such chartering or freightage.

A certificate was made by the chief clerk answering the inquiry in the affirmative.

A summons by the defendants to vary the certificate by substituting an answer in the negative was adjourned into Court.

KEKEWICH, J., held that a managing owner was entitled to employ, and pay out of the moneys in his hands, another person as shipbroker, and, if he was himself a shipbroker he might employ himself and pay what was necessary for making the bargain; but that, unless he did something outside his duties as managing owner, he could not make a secret profit or receive a commission for so doing. It was one of the duties of a managing owner to procure charters and freights, and the defendants were not entitled, beyond their fixed remuneration, to charge for so doing, or to charge the ship with commission. Summons dismissed, with costs to the plaintiff in any event.

CHANCERY DIVISION.

LONDON, Dec. 12, 1890.

Before KEKEWICH, J.

SCHLESINGER v. BEDFORD.

SCHLESINGER v. TURNER.

Copyright — Dramatic Piece — Dramatising a Novel — Representation without Consent of Proprietor—3 & 4 Wm. IV, c. 15, ss. 1, 2; 5 & 6 Vict., c. 45, ss. 20, 21, 24.

The first of these actions was brought by the executors of the late Wilkie Collins to restrain the defendant from representing a drama known as 'The Woman in White' in infringement of the plaintiffs' stage copyright. In this case the late Wilkie Collins had first published a novel of that name and afterwards had published a dramatised version of his own novel. The defendant's drama was dramatised directly from the novel, after the publication of the dramatised version by Wilkie Collins, but not with the help of it.

The second action was a similar action to restrain the defendant from representing a drama known as 'The New Magdalen.' In this case the late Wilkie Collins had first published a drama of that name and afterwards a novel of the same name founded on it. The defendant's drama was dramatised directly from the novel, and not with the help of Wilkie Collins' drama.

KEKEWICH, J., dismissed the first action with costs, holding, according to *Toole* v. *Young*, 43 Law J. Rep. Q. B. 170; L. R. 9 Q. B. 513, that where the author publishes the novel before the drama, any person has a right to dramatise the novel and represent the drama. In the second action his lordship gave judgment for the plaintiff, with costs, holding, according to *Reade* v. *Conquest*, 31 Law J. Rep. C. P. 153; 11 C. B. (N. S.) 479, that where the author publishes the drama before the novel no person has a right to infringe the stage copyright in the drama, even though the passages complained of are taken from the novel and not from the drama of the author.

INTERPRETATION OF STATUTES.

The question, What is the rule of construction to be adopted if two contradictory statutes should receive the royal assent on the same day (see *ante*, p. 590), is one of very great interest. We still think the right view is that the two contradictory enactments cancel one another, and we are confirmed in this opinion by a reference to 33 Geo. III, c. 13, by which 'the clerk of the parliaments shall endorse on every Act,' immediately after the title, 'the day, month, and year when the same shall have passed, and shall have received the royal assent, and such endorsement shall be taken to be a part of such Act, *and to be the date of its commencement*, where no other commencement shall be therein provided.' The other view, that a Court could take judicial notice of the order in which the royal assent was given, has in support of it the cases in which exceptions have been allowed (see *Clarke* v. *Bradlaugh*, 51 Law J. Rep. Q. B. 1; L. R. 8 Q. B. Div. 63) to the rule, that the law takes no account of the fraction of a day; but it has been expressly held that an Act becomes law as soon as the day of its date commences, so that a child born before the royal assent was given to an Act would have the benefit of it: *Tomlinson* v. *Bullock*, 48 Law J. Rep. M. C. 95; L. R. 4 Q. B. Div. 230; and this points to the royal assent fixing one and the same minute for the commencement of all the Acts receiving the royal assent on the same day. On the lists, of course, of bills awaiting the royal assent they must be separately distinguished, but they could not be numbered in chapters until after the royal assent had been given, for of any given number of contemporaneous bills *non constat* (in law) that all will be assented to by Her Majesty. Therefore a conflict, if it exists, must result in cancellation; but the rule (see 'Maxwell on Statutes,' 2nd ed., p. 186) that 'the language of every enactment must be so construed, as far as possible, as to be consistent with every other which it does not in express terms modify or repeal,' will, of course, apply with extra force to two contemporaneous enactments.—*Law Journal* (*London*).

BANKER—FORGED CHEQUES.

On January 20, before Mr. Justice Mathew and a special jury, the case of *Chatterton* v. *The London and County Bank* was heard. This was an action by an insurance broker to

obtain repayment of a sum of 520*l.* paid by defendants out of his account on forged cheques. The defendants denied that the cheques were forged, and said that if they were forged the plaintiff was guilty of negligence which contributed to the loss, and was not therefore, entitled to recover. The case was originally tried before Mr. Justice Day and a special jury on April 16 last, when the jury found for the defendants. On application to a Divisional Court, consisting of Mr. Justice Denman, Mr. Justice Charles, and Mr. Justice Vaughan Williams, a new trial was ordered, and this was confirmed by the Court of Appeal, composed of the Master of the Rolls and Lord Justice Lindley and Lord Justice Lopes.

The short facts of the case, as opened by counsel, were these: In 1887, the plaintiff, who banked, and still banks, with the defendants, had a confidential clerk named Noad, son of a clergyman. It was Noad's duty to put cheques before him to sign, with the accounts on which they were due. Having examined the vouchers, he would sign the necessary cheques, which were to bearer, and were always crossed. The body of the cheque was filled up by Noad. Matters went on until August 14, 1888, when plaintiff had occasion to go to the bank himself. The cashier called his attention to the fact that his signatures varied a good deal, but as he had been using a box of sample pens he attributed the variation to that fact, and said so to the cashier. On returning to his office, however, he mentioned the incident to Noad, and told him to get him a box of his old pens. Next day Noad did not appear, and wrote saying he was ill, and from that day to this he has never been seen. Inquiries were then made, and it was found that not only had over 500*l.* been obtained by Noad on forged cheques, but over 200*l.* from the cash-box.

Mr. J. H. Chatterton, the plaintiff, gave evidence as to the course of business in his office. He used to check the pass-book with the ledger. Noad would read entries from the ledger, and he would tick the amounts off in the pass-book. What Noad must have done was to get the forged cheques out of his pass-book at the bank and destroy them. All he would then have to do would be to read out the amounts of forged cheques as if they appeared in the ledger, and as they appeared, of course, in the pass-book, they would be ticked off. The cheques, the subject of the action, numbered twenty-five, and were almost all paid over the counter, being drawn in favour of regular customers of his, and were uncrossed.

Cross-examined: His accounts had not been audited during the period over which the frauds extended, as his auditor was ill, and he waited for him to get well. He never compared his returned cheques either with the pass-book or the counterfoils in the cheque-book. He ticked off the entries in the pass-book as read out, as he supposed, by Noad from the ledger. With one exception—that of the last forged cheque—all the forged cheques were missing. Noad never had his authority to sign cheques. Noad could not have obtained his signature by fraud; the cheques must have been forged. Noad had left behind him memoranda relating to all the cheques, but no confession that he had forged them.

Evidence not having been called for the defence, Mr. Bigham, Q.C., addressed the jury on behalf of plaintiff, and submitted that there could be no doubt that the cheques were forged, and forged by Noad. That being so, what had plaintiff done to disentitle him from recovering his money from the bank? Was there any duty cast upon him to conduct his affairs in an unusual manner to protect the bank? He had said that he never signed a cheque except when he had the account on which it was due before him. He had never given Noad signed cheques in blank, or given him any authority to sign for him. That being so, the case was an undefended one.

Mr. Finlay, Q. C., on behalf of defendants, contended that Noad could not have obtained cheques without discovery unless he obtained them from the plaintiff, no doubt by fraud. Week after week the bank sent in its pass-book and returned cheques, and no complaint was made until after Noad had bolted. If plaintiff had adopted the ordinary precaution of comparing his old cheques with the pass-book or the counterfoil cheque-book, the

fraud must have been discovered on the very first cheque being brought to his notice. Because Noad was a rogue, it did not follow that he was necessarily a forger, and he submitted that he would shrink from the more serious crime when he could obtain the same results by fraudulently obtaining his master's signature, in which case the bank would not be liable. Even if the cheques were forged, could it be said that plaintiff by his conduct had not led the defendants to believe that he had examined his book and found his accounts correct? It might be said that no duty was cast on plaintiff to examine his pass-book, but if he did so and ticked off the entries, surely it was his fault if the bank were deceived.

Mr. Justice Mathew, in summing up the case to the jury, described it as one of immense interest to all commercial men, dealing as it did with the relations existing between banks and their customers. What was the contract existing between a bank and its customers? To debit them only with such cheques as they drew. The meaning of that was that the bank took upon themselves the risk. It might be said that was hard on the banker, but he must be supposed to know his own business, and on that basis make his own bargain. The first question was, Were the cheques forged? But the bank had called no evidence to prove their genuineness. That Noad was a rogue and a forger no one could doubt, because it was common ground that the last cheque—the only one not destroyed—was a forgery. Was it, therefore, likely that that was his only effort in that branch of crime? It was said on defendants' behalf that Noad would shrink from forgery when he could obtain his master's signature by fraud, and then alter the figures. That, however, was a matter for them to consider. The second question was, Had the bank been misled by plaintiff's conduct, and had plaintiff by his conduct disentitled himself to recover from the bank? If the bank had proved that they were misled—and they had not done so—could it be said that plaintiff had done anything wrong because he conducted his business in his own way? People in business were not always guarding against fraud, but against mistakes. Supposing plaintiff had told Noad to examine his pass-book and compare the returned cheques with it and with the counterfoils, would the bank have any right to complain? And yet in that case the frauds would not have been discovered any sooner in the ordinary course of events. His lordship then proceeded to review the evidence carefully, and left the following questions to the jury: (1) Were the cheques forged? (2) If so, did the plaintiff so act as to lead the bank to believe they might honour the cheques now admitted to be forgeries, and did the bank do so because of his acts? (3) What were the plaintiff's acts which misled the bank?

The jury found for the plaintiff for the amount claimed—520*l*. 5*s*. 7*d*.—Judgment accordingly.

EMBRACERY.

On January 17, before the recorder, James Baker surrendered and was indicted for unlawfully and knowingly attempting and endeavouring to corrupt a jury sworn to give a true verdict according to the evidence in the issue joined between the Queen and Bernard Boaler, upon an indictment against him for having published a defamatory libel concerning the directors of the Briton Medical and General Life Association (Limited), and to incline the jury to be more favourable to the side of the said Bernard Boaler by persuasion, entreaties, entertainments, and other unlawful means, and so committing acts of embracery.

Mr. Besley moved the Court to quash the indictment, and said that no search had been able to find any conviction for embracery. With regard to embracery, they had to go back to the time of Edward III. The learned counsel went on to quote 'Russell on Crimes,' and the Report of the Royal Commission in 1879 on the criminal law. He submitted that there must be an attempt to influence an individual, and not a body like a jury. The jurors supposed to have been embraced were not named in the indictment. The indictment simply referred to 'a jury,' and did not mention names. The corrupt means were not set out.

Mr Wightman Wood followed on the same side: 'Corrupting a jury,' he pointed out, was

a conventional expression, and was inaccurate when mentioned in an indictment. What ought to be alleged was that certain jurors mentioned by name were corrupted. The learned counsel quoted 'Stephen's Digest of the Criminal Law,' p. 77, and said that the word 'jury' was not used, but only 'a juryman.' The offence of embracery was the embracing of a juror. He therefore submitted that the indictment which alleged an attempt to influence a jury instead of an attempt to influence certain jurors, and mentioning their names, was bad. He argued also that the nature of the persuasion and entertainment ought to be set out, and that the words 'other unlawful means' were far too vague for an indictment. He therefore submitted that the indictment ought to be quashed as the names of the jurymen were not mentioned in it, and the means of corruption were not stated sufficiently, and the words 'other unlawful means' were too vague.

Mr. Fulton argued that the offence was sufficiently stated. The charge was unlawfully attempting to influence a jury. There was no precedent on which the indictment could be drawn.

The recorder said that this was an indictment at common law, and there did not appear to be any precedent for the indictment. What they found was that where the offence was alluded to in the Act 32 Hen. VIII, in 'Stephen's Digest of the Criminal Law' and in the Report of the Royal Commission, and also in the draft bill drawn in conformity with the recommendations of that report, the language had been singularly uniform, and in every case the allusion had been not to a body as a jury, but always referred definitely to individuals. In his opinion the indictment was bad, and must be quashed.—The indictment was accordingly quashed, and the defendant was discharged. — *Law Journal (London).*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 7.

Judicial Adandonments.

Henri Blanchette, trader, parish of St. Valerien de Milton, Feb. 27.

Dominateur Collins, scale manufacturer, Montreal, Feb 26.

Alphonse Langevin Lacroix, trader, Montebello, March 4.

Raoul Lavoie, hardware merchant, Quebec, March 4.

Thomas Malhiot, trader, Gentilly, March 5.

Curators Appointed.

Re Briggs & Jackson, Stanbridge East.—M. Boyce, N.P., Bedford, curator, Feb. 28.

Re Buckingham Pulp Co., Montreal.—J. McD. Hains, Montreal, liquidator, March 4.

Re John Delisle.—C. Desmarteau, Montreal, curator, March 4.

Re Odilon Desrosiers *et al.*—L. A. Saucier, Louiseville, curator, Feb. 28.

Re P. Gallery, Montreal.—A. W. Stevenson, Montreal, curator, March 2.

Re J. B. O. Langlois, St. John's.—J. M. Marcotte, Montreal, curator, March 3.

Re A. Lanthier, Waterloo.—W. A. Caldwell, Montreal, curator, Feb. 28.

Re Damase Larche, shoemaker, Athelstan.—James Cameron, curator, Feb. 17.

Re P. Larivière, Ste. Brigide—Kent & Turcotte, Montreal, joint curator, Feb. 27.

Re F. X. Mantha.—Bilodeau & Renaud, Montreal, joint curator, March 2.

Re T. Slayton & Co., Montreal.—W. A. Caldwell, Montreal, curator, Jan. 10.

Re R. Tyler, Sons & Co., Montreal.—W. A. Caldwell, Montreal, curator, Feb. 27.

Re Adam Watters.—H. A. Bedard, Quebec, curator, March 4.

Dividends.

Re Landry & Frère.—First dividend, payable March 9, H. Langlois, Ste. Scholastique, curator.

Re Joseph Massé, Ste. Angèle de Laval.—First and final dividend, payable March 26, C. Desmarteau, Montreal, curator.

Separation as to Property.

Barbara Baillie vs. William Minto, trader, Cote St. Antoine, Feb. 20.

Virginie A. Doré vs. Joseph T. Fontaine, barber, Montreal, March 4.

Lucie Lauzon vs. John A. Germain, trader, Sorel, Feb. 28.

Frances Letitia Pridham vs. Wm. Ashburnham Whinfield, Montreal, baker, March 3.

A GREAT LAWYER WHO COULD NOT WRITE.—Mr. Beach, then a resident of this city, was engaged in the trial of an important cause at our court-house, and was keeping his own minutes of the evidence, as it was before the court had a stenographer, and having occasion to step out a moment, turned to Frank J. Parmenter, who was sitting near, and said: "Frank, will you be so kind as to keep minutes for me till I return?" "Certainly, Mr. Beach," replied the obliging young lawyer, "if I am not required to read your own!" In the course of ten minutes Mr. Beach returned, when his big chair was restored to him, and he glanced eagerly at his minutes to see what had occurred during his brief absence. To his horror, not a single note had been made, but instead, at the close of his own unreadable minutes, he saw the following:

EPITAPH ON HON. WILLIAM A. BEACH.

Here lies the great lawyer struck dowa in his might,
Who talked like an angel, but never could write.

Beach, who had no idea of wit or humor, never indulged it himself, or tolerated it in others, was heard muttering to himself; "The d——d rascal!" "the d——d rascal!" The joke was soon known to the whole bar, and at last Beach enjoyed it as much as any. We ought, perhaps, to add that the parties were always good friends and so remained till the death of Mr. Beach broke the relation.—*Troy Times.*