The Legal News.

Vol. XIII. JANUARY 18, 1890. No. 3.

The Quebec allotment of the very cheap New Year's gift distributed by the Government, has appeared in the *Gazette*, and numbers 31. Ontario's share was greater than this, but we suppose that "representation by population" is not forgotten in the distribution. Moreover, there are rumours of omissions, and of supplementary lists shortly to appear, which may swell the number to the full half hundred. Meanwhile, Ontario is not satisfied with her half hundred, and so the local attorney general has appointed another half hundred,—ministers local and federal appearing to conspire to do their utmost to convert what should be an honourable ensign into a poor and worthless thing. Politics, of course, is at the bottom of all this. The administrations differ in politics, and so the local officer supplements the lavish distribution among lawyers of one stripe by an equally lavish distribution among his own adherents of another stripe. The result is that her Majesty's counsel, in two provinces scantily populated, number several hundred.

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It was noticed in a recent issue, that the gentleman selected for a Superior Court judgeship, was only appointed a Queen's Counsel on the day of his elevation to the bench. There are some other oddities about these appointments. The highest distinction which the bar of Montreal have in their gift is the office of *Bâtonnier*, to which there is an annual election. On three occasions at least, within a few years, the bar have passed over the serried ranks of Queen's Counsel, and have elected a gentleman on whom this title had not been conferred. The material was at hand, but the bar would not use it; the water was there, but the horse would not drink. We refer to the several elections of Messrs. W. W. Robertson, C. A. Geoffrion and N. W. Trenholme. Tardily, very tardily, in these cases, the Q.C. appointment has followed, not preceded, the highest office in the gift of the bar. Then, again, it might be supposed that among such vast numbers of Queen's Counsel, the gentlemen representing the Crown in Her Majesty's Courts would surely be found. But so far, in this province, it has been very much the other way, and during the last few years most of the counsel prosecuting for the Crown, have not been numbered among the Queen's Counsel.

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The judges in England appear to observe the Christmas vacation much more religiously than their brethren in this country. A judge was to attend in chambers twice a week, to hear "applications of an urgent character," but there were to be no sittings of the Courts until Jan. 11. The judges do not forget the phrase so popular with school-boys, "*neque semper arcum tendit Apollo.*"

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Newspaper criticisms of trials, with all deference be it said, sometimes indicate that they are written because the writers must say something, and not that they have something to say which must or ought to be said. An English writer referring to this class of criticism, points out that when the murderer kills his victim, he punishes him without a trial, without a jury, without a judge, and often without any real offence. If our judges, juries, and law Courts are, as some critics aver, all the prisoners in the gaols should be set free, for none of them have apparently had a fair trial. Immediately a trial is concluded in which every means has been used to arrive at the truth, and the accused has had all the aid his counsel could give him—and in contrast to former times the prosecuting counsel usually bespeaks a clement and favourable consideration for the man on trial—as soon as the sentence has been pronounced by the judge, the nation constituting itself a larger jury, without judge or judgment, and without any respect for the finding of the Court, sets to work to retry the case and delivers its verdict. In most cases this verdict from outside is the antithesis of the one found by the Court, which latter must, therefore, be

annulled. It is suggested that, if these agitations for reprieves are allowed to go on, we shall hear the judge, after receiving the verdict of the jury, saying: "Gentlemen of the jury and prisoner at the bar, I propose to postpone passing sentence for a week. In the interval we shall hear the opinion of the nation in regard to what the sentence ought to be, and so we shall be prepared to act in unison with the will of the British public as it affects the interest or the destiny of the prisoner you have been called here to try."

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*COURT OF QUEEN'S BENCH—MONTREAL.**

*Shares subscribed for by mandatary "in trust"—Necessity of acceptance or ratification by the cestui que trust.*

*Held*:—(Cross and Church, JJ. *diss.*), That a complete and valid investment in trust cannot be created until the same has been accepted or ratified by the *cestui que trust*, or some one duly authorised in his behalf; and until so accepted, such investment may be revoked by the person who made it. And so, where the father of a minor, who was not her tutor, invested monies belonging to her in shares of a joint stock company, "in trust," and afterwards sold the same, and invested the proceeds otherwise, it was held that no valid trust having been created for want of acceptance in behalf of the minor, her tutor (subsequently appointed) had no right to recover such shares from the purchaser, who had bought them in good faith and paid full value; and in the circumstances, there being no valid trust, the question whether the purchaser had notice of a supposed trust was immaterial.

*Sweeney* v. *Bank of Montreal*, 12 Can. S.C.R. 661; (in Privy Council) 10 Leg. News, 250; L. H., 12 App. Cas. 617, distinguished.—*Raphael & Macfarlane*, Tessier, Cross, Baby, Church, Bossé, JJ., (Cross and Church, JJ., diss.), Nov. 27, 1889.

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*Usufructuary legatee—Administration—Security.*

*Held*:—That a usufructuary legatee who is specially exempted by the will from the obligation of giving security, will not be ordered to do so, on the demand of the *nus propriétaires*, unless his administration, or the change in his financial position, be such as to put the interests of the *nus propriétaires* in jeopardy, which, in the opinion of the majority of the Court, was not the case here.—*Dorion & Dorion*, Dorion, Ch. J., Tessier, Cross, Baby, Bossé, JJ. (Tessier, J., diss.) June 26, 1889.

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

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*SUPERIOR COURT—MONTREAL.**

*Action qui tam—Enregistrement d'une raison sociale—Suffisance de l'affidavit—Identification de l'action—Conséquences de l'abrogation, par les Statuts Refondus de la Province de Québec, du Statut 48 Victoria, chapitre 20, concernant l'enregistrement des raisons sociales.*

*Jugé*:—1o. Que lorsque, dans une action *qui tam* pour le recouvrement de la pénalité de $200.00 pour défaut d'enregistrement d'une raison sociale, l'affidavit requis par la loi se trouve au bas du *fiat*, il n'est pas nécessaire que le défendeur soit décrit dans l'affidavit par ses noms et prénoms. Il suffit de référer au "défendeur sus-nommé";

2o. Que l'action est suffisamment identifiée quand l'affidavit se trouve au bas du *fiat* et qu'on y déclare que le défendeur est poursuivi pour n'avoir pas fait enregistrer sa raison sociale.

Dans l'espèce, le demandeur allègue que le défendeur a encouru la penalité de $200.00 pour n'avoir pas fait les déclarations exigées par le Statut 48 Victoria, chapitre 29, concernant l'enregistrement des raisons sociales:

*Jugé*:—3o. Que ce Statut ayant été abrogé, avant les dates mentionnées à la déclaration, par la mise en vigueur des Statuts Refondus de la Province de Québec, le défendeur n'a encouru aucune pénalité, et l'action du demandeur doit être déboutée.—*Barnes* v. *Cousineau*, Pagnuelo, J., 25 nov. 1889.

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COUR DE MAGISTRAT.

Montréal, 21 juin 1889.

*Coram* Champagne, J.C.M.

Mallette v. Tourangeau et al.

*Societé en nom collectif—Amendement—Nullité absolue.*

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

Le demandeur ayant poursuivi la société "Tourangeau & Dumesnil," découvrit que cette société n'existait plus, mais que "Tourangeau & Paquin" lui avait succédé. Il fit alors motion pour substituer dans le bref et la déclaration le nom de Paquin à celui de Dumesnil. Cette motion fut refusée ; l'erreur commise étant une nullité absolue, la Cour ne peut y remédier.

*Autorités :* C. P. C. 49, 51 ; *Parent* v. *Picard*, 4 Q. L. R. 73.

*Dupuis & Lussier*, pour le demandeur.

*Marceau & Cie.*, pour le défendeur.

(J. J. B.)

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## COUR DE MAGISTRAT.

MONTRÉAL, 21 juin 1889.

*Coram* CHAMPAGNE, J. C. M.

VANIER v. CANADIAN PACIFIC RY. Co.

*Voiturier—Responsabilité—Convention spéciale.*

JUGÉ :—1. *Qu'un voiturier peut par convention écrite se soustraire aux responsabilités qui lui incombent en loi, pour le transport d'effets ou marchandises, mais il faut pour cela que cet écrit soit lu et signé par les parties.*

2. *Que si les effets sont livrés en bon état au voiturier, il doit les rendre à destination dans le même état, à moins qu'il puisse établir qu'ils ont été détruits ou endommagés par force majeure.*

Le demandeur a envoyé trois cribles par les chars de la défenderesse de Montréal à Yamaska. Ils furent livrés, à Montréal, à la défenderesse en bon état. A leur arrivée à destination, l'un d'eux était endommagé. La défenderesse ne pouvant expliquer l'accident, chercha à éviter la responsabilité des dommages en plaidant que par les clauses écrites au contrat intervenu entre elle et le demandeur, elle ne s'était rendue responsable que de sa propre négligence.

La Cour, n'admettant pas qu'il y eut dans l'espèce de convention valable limitant la responsabilité de la défenderesse, l'a condamnée à payer les dommages faits au crible.

Jugement pour le demandeur.

*Autorités :* C. C. art. 1675 ; *Hart* v. *Jones*, *Stuart's Reports*, p. 589 ; *Chartier* v. *La Cie. du Grand Tronc*, 17 L. C. J. 26 ; *de Lorimier*, vol. 13 sur art. 1675.

*David, Demers & Gervais*, avocats du demandeur.

*F. E. Meredith*, avocat de la défenderesse.

(J. J. B.)

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## *DECISIONS AT QUEBEC.**

*Verdict of Coroner's Jury—Motion to quash.*

At an inquisition held by the Coroner on the body of R. L., one of the victims of the Cape Diamond landslide, as to the cause of his death, the jury found by their verdict that one J. K. was taken alive out of the *débris* on the morning of the 24th of September, and that he died on the evening of the same day ; and that his death is due to the gross negligence of the "municipal authorities" of the city of Quebec, in not procuring or furnishing the requisite implements to extricate him ; and furthermore, they say that more lives would have been saved had such implements been procured, and had not too much time been lost in extricating the dead.

*Held :*—That the verdict was a nullity, but that the City of Quebec, a body corporate by statute declaring it to be formed of the inhabitants of the City of Quebec, had no *locus standi* before the Court to move that the verdict be quashed.—*Ex parte City of Quebec*, Q. B., Crown side, Bossé, J., Oct. 21, 1889.

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*Expropriation—Sentence arbitrale—Juridiction des arbitres.*

*Jugé :*—Les arbitres nommés pour estimer la valeur d'un terrain exproprié sous l'acte consolidé des chemins de fer 1880, lequel est décrit dans l'avis donné au propriétaire par la compagnie comme ayant une certaine longueur sur *soixante-deux pieds de large*, n'excèdent pas leur juridiction en accordant une somme dans leur sentence arbitrale pour le dit terrain "*de même que pour trois pieds en dehors des clôtures de chaque côté de la dite ligne perdus pour la culture.*"—*Mathieu & La Cie. du chemin de fer de Q. M. & C.*, en appel, Dorion, J. C., Tessier, Baby, Church, Bossé, JJ., 5 oct. 1888.

* 15 Q. L. R.

*Bail à ferme—Privilége du locateur pour avances—Résiliation pour défaut de remboursement d'avances—Arts.* 1619, 1623 *et* 1624 *C. C. et Arts.* 873, 887 *et* 888 *C. P. C.*

*Jugé*:—1. Le locateur d'un bail à ferme a un privilége pour le remboursement des avances faites au locataire en vertu d'une clause du bail, et peut l'exercer par voie de saisie-gagerie au même titre que celui qu'il a pour le loyer;

2. Le locateur peut demander la résiliation du bail, pour défaut de remboursement d'avances faites en vertu d'une clause du bail, et ce, par recours à la juridiction sommaire du tribunal, comme pour défaut de paiement du loyer.—*Tessier* v. *Rousseau*, en révision, Casault, Plamondon, Larue, JJ., 31 oct. 1889.

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*Dation en paiement—Nantissement—Délivrance—Revendication.*

*Jugé*:—1. La translation réelle de la chose donnée en paiement n'est pas requise pour rendre la dation en paiement obligatoire entre les parties; mais sans cette translation, la dation en paiement n'opère pas novation, ni extinction entière de la dette qu'elle doit acquitter, et qui ne l'est que par cette translation;

2. La convention, dans un acte, que le paiement sous un an de la dette et des billets qui la constatent, et qui restent jusque là entre les mains du créancier, équivaudra à réméré des meubles qui y sont énumérés et qui y sont dits donnés en paiement, mais qui sont laissés en la possession du débiteur qui s'oblige de les tenir assurés, jointe aux paiements à compte de sa dette acceptés par le créancier, avant et après l'expiration de l'année, n'est pas, malgré les termes employés, une dation en paiement, mais une promesse de nantissement qui ne fait pas le créancier propriétaire et qui ne lui permet pas de revendiquer ces meubles.—*Dignard* v. *Robitaille*, C. S., Casault, J., 22 mai 1889.

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*Procédure—Juridiction—Action contre un absent.*

*Jugé*:—Lorsque la juridiction du tribunal dépend de la possession de biens par un absent dans un district où il est assigné, ce fait doit être allégué dans la declaration et établi par la preuve.—*Soucy* v. *Lizotte*, en révision, Casault, Andrews, Larue, JJ., 13 oct. 1889.

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## *RECENT ENGLISH DECISIONS.*

*Shipping.*—The loss of a cargo of wheat shipped on board a vessel and damaged in transit, owing to the fact that a portion of the hold was tainted with paraffin, held to be damage by improper stowage and not 'improper navigation' within the rules of association (*Canada Shipping Company* v. *British Shipowners' Mutual Protection Association*, 58 Law J. Rep. Q. B. 462).

*Inconsistent pleading.*—Where the defendant in an action for libel, after admitting publication, pleaded that, except as afterwards admitted, the words used by him were fair comment on a matter of public interest, and, to the extent of the facts to be stated afterwards, were true in substance and in fact, and proceeded to justify the various statements in the alleged libel, but admitted that he had used words of the plaintiff, being the words complained of, which were not wholly justified by the facts, and could not be considered in every respect fair comment, and he paid the sum of forty shillings into Court, and said the same was sufficient to satisfy the plaintiff's claim: held that, as the defendant had pleaded justification to the whole of the libel, and had paid money into Court in respect of a portion, such a plea was both embarrassing and contrary to the provisions of order XXII., rule 1, and ought to be struck out (*Fleming* v. *Dollar*, 58 Law J. Rep. Q. B. 548).

*Combination between shipowners.*—A combination between shipowners carrying from the same ports, with the object of keeping freights within their control, effected by allowing a rebate to shippers who ship exclusively on board their ships, by prohibiting their agents, on penalty of removal, from being directly or indirectly interested in ships other than theirs, and by sending to ports, where other shipowners are asking for cargo, ships sufficient to lower the freights below the rate under open competition, thereby causing loss to such shipowners, not

being attended by circumstances of dishonesty, intimidation, molestation, or actual malice, is not actionable as a wrong by individuals, as a conspiracy, or as in restraint of trade (*Mogul Steamship Company (Lim.)* v. *M' Gregor, Gow & Co.*, 58 Law J. Rep. Q. B. 465)—(*dissentiente* Esher, M.R.).

*Bills of Exchange.*—If in an action on a bill of exchange, fraud or illegality is proved in the issue or negotiation of a bill, the holder must prove that value has been given, and that it has been given without suspicion of the fraud (*Tatham* v. *Hasler*, 58 Law J. Rep. Q. B. 432).

*Libel.*—Where the plaintiff moved for a new trial, and not for judgment on the pleadings in an action for libel, based on a pamphlet purporting to be the judgment of a judge, and intimated an opinion contrary to that of the Courts below: held that if a judgment is published which does not give a complete and substantially accurate account of the matter adjudicated upon, and the publication of it is unaccompanied by a report of the evidence, it is not privileged (*MacDougall* v. *Knight*, 58 Law J. Rep. Q.B. 537).

## *A WORKMAN'S TOOLS PERSONAL LUGGAGE.*

At the Brentford County Court, on Friday, October 18, before His Honor Judge Stonor, the case of *White* v. *The London and South-Western Railway Co.* was heard. The plaintiff, a carpenter, sued the defendants for 15*l*, the value of a box of tools which he had delivered to a porter at Basingstoke, stating at the same time the nature of its contents. The porter labelled the box, and put it into the luggage van of the train by which the plaintiff travelled thence to Hounslow, but on the arrival of the train at Hounslow the box was not forthcoming. The defendants resisted the claim on the ground that a workman's tools were not 'personal luggage.' His Honor cited the case of *Macrow* v. *The Great Western Railway Co.*, 40 Law J. Rep. Q. B. 300; L. R. 6 Q. B. Div. 622, where Lord Chief Justice Cockburn, in delivering the judgment of the Court of Queen's Bench, said: "We hold the true rule to be that, whatever the passenger takes with him for his personal use or convenience, according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or to the ultimate purpose of the journey, must be considered as personal luggage. This would include not only all articles of apparel, whether for use or ornament, leaving the carrier herein to the protection of the Carriers Act (to which being held to be liable in respect of passengers' luggage as a carrier of goods he undoubtedly becomes entitled), but also the gun-case or the fishing apparatus of the sportsman, the easel of an artist on a sketching tour, or the books of the student and other articles of an analogous character, the use of which is personal to the traveller, and the taking of which has arisen from the fact of his journeying;" and his Honor held that the tools of a workman were as much 'personal luggage' as the easel of an artist or the books of a student, and the taking of which certainly arises from the fact of his journey to or from his work, which was its ultimate purpose, and that he was therefore entitled to recover. His Honor was pressed by counsel for the defendants with the case of *Phelps* v. *The London and North-Western Railway Co.*, 34 Law J. Rep. C. P. 249, where it was held that deeds of a client carried by an attorney to the assizes were not 'personal luggage'; but his Honor held that the present case was distinguishable from that case on the ground that the deeds in question in the latter were not the property of the attorney, and that they probably fell within the Carriers Act. His Honor also held that if the box of tools now in question were not 'personal luggage,' yet, as the porter took charge of it, and labelled and put it into the van, the defendants were liable, according to the case of *Cubitt* v. *The London and North-Western Railway Co.*, 31 Law J. Rep. C. P. 271, and entered a verdict for the plaintiff, with costs.—Judgment accordingly.

## *THE INCORPORATED LAW SOCIETY AND COMMISSIONERS FOR OATHS.*

The following statement, prepared by the council of the Incorporated Law Society, as to what they consider to be the duties of

commissioners to administer oaths, has been published :—

Numerous and urgent communications have been received by the council of the Incorporated Law Society from commissioners in London and various parts of the country, in which an expression of opinion from the council is asked as to what are the precise duties of commissioners to administer oaths on taking affidavits.

It has been represented by the commissioners that they find themselves in considerable difficulty by reason of the reported *obiter dictum* of one of the judges of the Supreme Court in a recent case, in which his lordship, after observing that the affidavits before him were not read over in the commissioner's presence, and that he took no means to ascertain whether he knew to what the deponents were swearing, said it was the duty of a commissioner, before he administers an oath, to satisfy himself that the witness thoroughly understands to what he is going to swear, and that the commissioner should not be satisfied by anyone but the witness himself. This expression of opinion on the part of the learned judge has taken the profession very much by surprise.

In the view of the council (subject to the exception contained in a Rule of Court which will be referred to presently), all that a commissioner is required to do is to see that the deponent is apparently competent to depose to the affidavit, and that he knows he is about to be sworn by the commissioner as to the truth of the statements it contains, and that the exhibits (if any) are the documents referred to.

The council think that the entire responsibility for the contents of the affidavit rests with the deponent and the solicitor who prepares it.

It is obvious that it would be impossible for the commissioner to determine whether the deponent understood every statement made in the affidavit, unless he himself had read it to the deponent, and had himself mastered the facts of the case.

Such a course would, in the opinion of the council, be impracticable, and beyond what they consider to be the duties of the commissioner.

In all cases in which oaths are administered by officials of the Court, and official persons other than solicitors holding commissions, no such course as that now suggested has ever been adopted. It may be stated in general terms that what is required of the person administering the oath is to ascertain that the deponent is actually in his presence, by inquiring whether the signature to the affidavit before him is the name of the deponent, and is in his own handwriting; and, if the answers are in the affirmative, the oath is administered in the following form (Braithwaite's Oaths in the Supreme Court of Judicature, 4th edition, 1881, p. 58, No. 5): "You do swear that the contents of this your affidavit, are true. So help you God."

The only exception of which the council are aware to this form of taking the oath is that provided by Order XXXVIII, rule 13, of the Rules of the Supreme Court, 1883, which applies solely to the case of blind or illiterate deponents. It appears to the council that if it were necessary, as explained by the learned judge, to see in every case that the deponent understood the contents of his affidavit, there would be no necessity whatever for the rule in question.

The persons authorized to administer oaths to be used in the Supreme Court are those who have received commissions since the passing of the Judicature Act, 1873, and such persons as were previously to that date entitled to administer oaths. Before the year 1853, oaths in London were administered by the judges and by certain officials of the Court and other official persons, and in the country by masters extraordinary in Chancery; and after 1853 also by London commissioners, who were then appointed, and the form in which the oath was taken was the same as that which now obtains.

## *PRODUCTION OF CONFIDENTIAL DOCUMENTS NOT PRIVILEGED.*

At the Brentford County Court, before his Honor Judge Stonor, on December 9, judgment was given in the case of *Barclay* v. *The Atlas Brick Company*. His Honor said: This is an appeal from an order made by the registrar, in an action under the Employers'

Liability Act, for the production of a document which is admitted by the affidavit of the defendants' manager to be in their possession or power, but which they claim substantially to be privileged as being correspondence between themselves and their 'agents,' with reference to, and in view of, threatened proceedings of the plaintiff against them. The document in question is dated September 5, and was produced for the information of the Court. It is a printed form, and is headed as follows: 'Private and confidential. Answering these questions does not imply that the injured person is making or will make a claim. Employers' Liability Assurance Corporation (Limited). Preliminary particulars of the accident to be furnished by the agent of the corporation or by the employer.' Then follows a series of questions tabularly arranged as to 'the employer,' 'the person injured,' and 'the accident' in question, to which answers have been given in writing. The document was not signed, but was admitted to have been furnished to the assurance corporation by the defendant company or by their authority from information supplied by them. There is, of course, no doubt that the plaintiff is entitled to the production of this document if it be not privileged; but the defendant company contend that it is privileged because the assurance corporation to whom it has been furnished were their 'agents,' and it was so furnished to them in contemplation of litigation. I think that this contention is erroneous, and that the registrar's order was quite right. The only relation which appears to have existed between the defendant and the assurance corporation arose from a policy of assurance, which is not produced, but which common knowledge tells us was in the nature of an indemnity given by the latter to the former against pecuniary liability in respect of accidents to the workmen in their employment. Probably the defendant company was bound by this contract to furnish to the assurance corporation early intelligence of the particulars of any accident in respect of which they might claim to be indemnified. At all events it was proper for them to do so; and, accordingly, within a week of the accident in question, they furnished to the corporation the information contained in this document. Besides the contract of indemnity contained in the policy of assurance, there is no evidence of any relation between the defendant company and the assurance corporation whatsoever, and consequently no evidence of any agency, and, least of all, of that legal professional agency, or rather relation, which, for the present purpose, is the only ground of privilege recognized by either the Courts of law or equity since the Judicature Act, 1873 (see the case of *Anderson* v. *The British Bank of Columbia*, and particularly the judgment of the Master of the Rolls, Sir George Jessel, 45 Law J. Rep. Chanc. 449; L. R. 2 Chanc. Div. 644). This appeal will therefore be dismissed, with costs; and, according to the undertaking of counsel, the document in question will be produced forthwith, as the trial is to come on next Friday at Brentford.

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### *LORD MORRIS.*

The Right Hon. Sir Michael Morris, who has been appointed Lord of Appeal in Ordinary in place of Lord Fitzgerald, deceased, and is, by virtue of his office, entitled during his life to rank as a baron, under the style of Lord Morris, of Spiddal, county Galway, is the eldest son of the late Mr. Martin Morris, J.P., of Spiddal, and was born in November, 1827. He was educated at Erasmus Smith's School, Galway, and at Trinity College, Dublin, where he graduated B.A., and was was senior moderator and gold medallist in 1847. He was called to the Irish bar at the King's Inns, Dublin, in 1849, and obtained a silk gown in 1863. He was high sheriff of Galway in 1850, and recorder of Galway from 1857 to 1865, Solicitor-General for Ireland from July to October in 1866, and Attorney-General from that date to March, 1867. From 1865 to 1867 he represented the county of Galway in Parliament, and introduced the Attorneys and Solicitors Act, 1866, Ireland, assimilating the law regulating them to the English law. He vacated his seat in the House of Commons on being appointed Justice of the Common Pleas in Ireland, and was promoted to the chief justiceship of the the Queen's Bench in 1887. He is a magis-

trate for the counties of Cavan and Galway. He is also a Commissioner of National Education in Ireland, and a senator of the Royal University of Ireland. Lord Morris married, in 1860, Anna, daughter of the late Hon. Henry George Hughes, a Baron of the Exchequer in Ireland, by whom he has a family. Lord Morris is the sixth lord of appeal who has been created, the previous creations being those of Blackburn, Gordon, Watson, Fitzgerald and Macnaghten.—*Law Journal* (London).

## *QUEEN'S COUNSEL.*

The following appointments appear in the *Canada Gazette*, Jan. 11:—

*Quebec:*—George MacKenzie Clark, Montreal. Lawrence G. Macdonald, St. John's. John Dunlop, Montreal. Tancrède de Chamilly de Lorimier, Montreal. François-Xavier Mathieu, Terrebonne. Athanase Branchaud, Montreal. J. Norbert Pouliot, Rimouski. Amédée L. Wilfred Grenier, Montreal. Joseph O. Joseph, Montreal. Norman W. Trenholme, Montreal. Christopher Benfield Carter, Montreal. Frédéric L. Béique, Montreal. P. J. Coyle, Montreal. Henry C. Saint-Pierre, Montreal. Pierre Narcisse Martel, Three-Rivers. H. Adjutor Turcotte, Quebec. Horace Archambault, Montreal. Louis Napoléon Asselin, Rimouski. Albert Bender, Montmagny. Michael T. Hackett, Stanstead. Duncan McCormick, Montreal. A. O. T. Beauchemin, St. Hyacinthe. Panet Angers, Quebec. James N. Greenshields, Montreal. Gustavus G. Stuart, Quebec. Siméon Beaudin, Montreal. Joseph Edouard Faribault, L'Assomption. Michael J. F. Quinn, Montreal. William Bruno Nantel, Terrebonne. Robert D. McGibbon, Montreal. Léandre J. Ethier, Montreal.

*North-West Territories:*—William White, Moosomin.

## *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, Jan. 11.*

*Judicial Abandonments.*

Hyman Bercovitch, clothier, Montreal, Jan. 7.

Frank Bercovitz, cap manufacturer, Montreal, Dec. 31.

Théophile Joseph Bourdon, grocer, St. Henri, Dec. 30.

Napoléon Bourgeois, of firm of N. Bourgeois & Co., Montreal, Jan. 3.

Célina Hébert, boot and shoe dealer, doing business under the name of J. B. L. Rolland, Montreal, Jan. 3.

Gagnon Frère & Co., Quebec, Jan. 2.

Murdock Alex. Graham, doing business as Graham & Co., Montreal, Dec. 27.

John Henry Hodges, dry goods merchant, Montreal, Jan. 4.

N. A. Mansfield, district of Bedford, Dec. 27.

Joseph Ovila Massicotte, grocer, Montreal, Jan. 7.

Robert Neill, district of Bedford, Dec. 10.

William Stanley, bookseller, Quebec, Jan. 7.

Michel Tessier, boot and shoe dealer, Quebec, Jan. 7.

*Curators Appointed.*

*Re* J. B. Allard.—C. Desmarteau, Montreal, curator, Dec. 27.

*Re* Joseph Beaudoin.—C. Desmarteau, Montreal, curator, Jan. 3.

*Re* F. Bercovitz.—John Fulton, Montreal, curator, Jan. 9.

*Re* L. N. Boisclair.—J. Beaudry, Three Rivers, curator, Dec. 30.

*Re* Didace Boivin, contractor.—A. M. Archambault, parish of St. Antoine, curator, Dec. 30.

*Re* J. Emile Caron, dry goods, Quebec.—H. A. Bedard, Quebec, curator, Jan. 8.

*Re* Onésime Cartier, jr.—Bilodeau & Renaud, Montreal, joint curator, Jan. 3.

*Re* Murdoch Alexander Graham (Graham & Co.), Montreal.—Dawson Kerr, Montreal, curator, Jan. 4.

*Re* Nelson A. Mansfield.—J. Mackinnon, Cowansville, curator, Dec. 31.

*Re* Napoleon McReady, St. Romuald.—H. A. Bedard, Quebec, curator, Jan. 8.

*Re* James Millar.—Millier & Griffith, Sherbrooke, joint curator, Jan. 8.

*Dividends.*

*Re* Z. S. Aubut, Montreal.—First and final dividend, payable Jan. 29, W. A. Caldwell, Montreal, curator.

*Re* P. G. Brassard, Three Rivers.—Dividend, payable Jan. 31, Kent & Turcotte, Montreal, joint curator.

*Re* Olivier Demers, St. Simon.—First and final dividend, payable Jan. 27, J. O. Dion, St. Hyacinthe, curator.

*Re* Théophile Désy, St. Tite.—First and final dividend, payable Jan. 27, H. A. Bedard, Quebec, curator.

*Re* Guenette & Co., St. Dominique.—First and final dividend, payable Jan. 27, J. O. Dion, St. Hyacinthe, curator.

*Re* J. A. Josephson, Montreal.—Dividend, payable Jan. 31, Kent & Turcotte, Montreal, joint curator.

*Re* N. Lemire, St. Zéphirin.—Dividend, payable Jan. 31, Kent & Turcotte, Montreal, joint curator.

*Re* L. Vigeant, St. John's.—Dividend, payable Jan. 31, Kent & Turcotte, Montreal, joint curator.

## *GENERAL NOTES.*

KENT'S COMMENTARIES.—The copyright of Kent's Commentaries has expired. The *Law Librarian*, an American quarterly journal, observes that the work is now legitimate plunder for the pirates. A new edition is announced by Little, Brown & Co., at a reduction of eight dollars in price. In the last edition, reference is made to 5,000 additional cases. The Americans say that cases must be cited for every proposition. English practitioners are inclined to avoid citing cases. The overgrowth of cases is one of the most deplorable incidents of modern jurisprudence.—*Law Times* (London).