The Legal News.

Vol. XI. DECEMBER 15, 1888. No. 50.

The vacancy created by the death of Mr. Justice Globensky has been filled by the appointment of Mr. C. C. de Lorimier, Q. C. This is a selection which gives unusual satisfaction, Mr. de Lorimier in every respect,—legal ability and experience, as well as high personal character,—being thoroughly worthy of the position. The new Judge was born in 1842, and admitted to the bar in 1865. During the greater part of his professional life he has been associated in practice with his brother. Recently, however, he joined Mr. Girouard, Q. C. He has devoted himself with unusual constancy to his professional work, and there is every reason to anticipate that he will soon be favourably known in his new position.

The increased reward offered for the apprehension of Donald Morrison has not had the effect of bringing him under the hand of justice. It appears that the attorney-general invoked the aid of the Montreal Chief of Police, who offered to make the arrest, if thirty men of his force were placed at his disposition; but the police committee not favouring the scheme, the negotiation was broken off. The length of time which has elapsed since the crime, sufficiently indicates that Morrison has vigilant sympathizers and protectors. The case is peculiar, and is one that does not redound to the credit of the administration of the law.

The great struggle between the *Times* and the Parnellites bids fair to take the first place in legal investigations in point of length and cost. The Tichborne trial is becoming insignificant beside this more recent litigation. Single subscriptions to the defence fund as high as $5,000 have been announced, and streams of lesser gifts have been pouring in from various quarters; yet, long ago, the cry was that the defence was being crushed by the enormous expense. On the other hand, we do not hear of any attempt by the *Times* to attract outside support. Incidentally, its course may be useful to the Government of the day, as on some previous occasions in its history. But it was not by supporting a party or a government that the *Times* became the power that it has long been; and judging from its record it is fair to give it credit for an independent course. Its resources are great, but whether it can, unaided, support such an enormous burden, remains to be seen; but it doubtless computed the cost before beginning the fight. The fee of the attorney-general, according to popular report, was $50,000, and it seems as if he would not earn it lightly. But every day the investigation is protracted must add vastly to the cost; and the end is apparently very distant. The precise figures of this stupendous antagonism, if they are ever ascertained, will be interesting.

The report of the eleventh annual meeting of the American Bar Association, held at Saratoga Springs on the 15th, 16th and 17th of August last, has been issued in a bound volume of 376 pages. The annual address by Mr. Hoadley is a valuable production, and several other features of the volume give it considerable interest.

A memorial bust of the late Sir George Jessel, Master of the Rolls from 1873 to 1883, placed in the Royal Courts of Justice, was unveiled by the Lord Chancellor on the 28th November. The Lord Chancellor observed:—"Enduring as marble may be, I believe that the real record of that great judge's work will be found in his judgments, lucid and powerful as they were, and which undoubtedly let the light into many dark corners of our jurisprudence. Most of those who are within hearing of my voice will no doubt recognise that it would be presumption in me to inforce upon them the value of prompt and clear decisions and lucid judgments. But those outside the profession of the law little know the value to the public of such judgments as those of Sir George Jessel. It is the doubtful and erroneous utterances of judges which lead to ruined suitors. When the law is clearly laid down, people can advise their clients as to what is

hopeless and what is not. Lord Selborne, than whom no one is better able to form an estimate of the merits of the late Master of the Rolls, has described him in these words: 'A man of extraordinary mental gifts, of rapidity and acuteness, and energy, and a power of doing work which I have certainly never known surpassed—I think perhaps never equalled.' "

SUPERIOR COURT.

SHERBROOKE, May 30, 1885.

Coram BROOKS, J.

THE CORPORATION OF MELBOURNE & BROMPTON GORE v. JOHN MAIN et al.

Secretary-Treasurer—Responsibility for Corporation moneys.

HELD:—*That under our Municipal law, a Secretary-Treasurer, the custodian of Corporation monies, cannot legally divest himself of the same, except in the manner prescribed by the Code; and that in the present case, although he had paid the same over to the then Mayor for safe keeping, he was not thereby relieved from the liability to account to the Corporation.*

PER CURIAM.—This is an action brought by plaintiffs against their late Secretary-Treasurer, John Main, and against one of his sureties, alleging that in 1868, he became Secretary-Treasurer, that David Park and William Main became his sureties, 31st March, 1868. (William Main is now dead). That John Main continued Secretary-Treasurer until February 4th, 1884, and was responsible for all monies which came into his hands as such Secretary-Treasurer. That there was a large sum of money on deposit at the Eastern Townships Bank, Richmond, being a special fund called "Saint Francis Bridge Fund," the Saint Francis Bridge belonging partly to plaintiffs and partly to Cleveland. That this fund amounted to $2,756.98 on April 12th, 1879. That on 12th April, he (defendant), did withdraw said money from the Eastern Townships Bank by cheque given *A. Wilcocks*, then *Mayor*, and that he has *failed to account* for this money, and never has produced any vouchers. The plaintiffs ask that he be ordered to account, that lands in bond be declared mortgaged, and defendant ordered to pay said sum of $2,756 98.

The defendants plead:

1. A *défense en droit.* They say that plaintiffs have not alleged that he refused or neglected to render a detailed account of his expenditure and receipts, (see 166, 167 M. C.). This refers to a statement of the general receipts and expenditure, but the declaration says, "you had this money, a special fund deposited in a chartered bank; you withdrew it, and never accounted for it, and we ask that you should account; *i. e.* you never included it in your general account, and you were responsible for it, and now we ask that you should tell us what you have done with it."

The declaration to my mind is sufficient.

The other pleas are:—1. A *défense en fait.* 2. That defendant drew out this sum of money by order of the council, April 7th, 1879 (it should have been *March* 1st, Monday); that this was ratified by resolution in council, 3rd April, 1882, which relieved him from all moral responsibility; that the money was accounted for, indeed, Wilcocks acknowledged as the depositary of the money, and defendant relieved.

The next plea is similar, except that it adds that he accounted for it, *i. e.* the money having passed from him to Wilcox, and from Wilcocks to W. H. Webb; that they opened an account with Webb and accepted him and Wilcocks as depositaries, and relieved defendant.

The sole question to be decided in this case is as to the original responsibility of the *Secretary-Treasurer* for these monies which he had in his hands in 1879, and whether he has been relieved from that responsibility. I think no one could reasonably doubt his original responsibility, in fact it would appear to be admitted, as he says he has accounted for the money and been *relieved.*

That he and he alone was accountable, is evident from M. C. 159, 160, 500. Defendant admits these were Corporation funds, and came into his hands, but says, I accounted for them. I paid over under your order. Is this so? It was correctly stated by the counsel for defendant that there are three parties to consider—the Corporation plaintiffs, the council through whom they act, and defendant.

Plaintiffs act by their council, and only in the way prescribed by the Municipal Code. Defendant says there was a *verbal resolution* authorizing him to pass over this money, of which the law made him the *custodian*, to a third party. This could only be done in one way, and that the defendant saw, because, according to his own evidence, he asked for a resolution, which was not found recorded.

The council could only act *as a council*, sitting as a body, and in the way prescribed by law, and you can only prove their action by their records.

As to their powers, Chief Justice Marshall, in the celebrated case of *Dartmouth College* v. *Woodward*, says "a corporation is an artifi- "cial being, invisible, intangible, and only "existing in contemplation of law, being the "mere creature of law, and possesses only "those properties which the charter of its "creation confers upon it." Dillon on corporations, p. 89, vol. 1, says of the duties of Courts: "The Courts, too, have duties, the "most important of which is to require these "Corporations *in all cases* to show a plain and "clear grant for the authority they assume "to exercise, and with firm hands to hold "them and their officers within chartered "limits."

Again, p. 171: "The inhabitants are the "corporators, the officers are the public "agents of the Corporation. The *duties* and "powers of the officers or public agents of "the Corporation are prescribed by statute "or charter, which all persons not only know "but are bound to know."

These considerations vindicate both the reasonableness and necessity of the rule that the corporation is bound only when its agents, or officers, by whom it can alone act (if it acts at all), keep within the limits of the chartered authority of the corporation. See form 16, M. Code, (ed. 1875), p. 331.

See the danger of taking verbal evidence of the action of the council. Mr. Wilcocks says the money was drawn out at the request of the council, but cannot be positive if the request was made during the session of the council, nor who the councillors were.

Young Mr. Main says it *was done in council.* Mr. Webb says it was in the council room, but after the session of the council. "It was in the Town Hall. I would not be certain that it was in the council room." Edward Kelley and Leander Lawrence, both councillors, say "there was not any such resolution or authorization."

Richard Symons was also then a councillor, and he has no recollection of any such authorization. Thomas Lay, also a councillor, has no knowledge of it, though present—*i. e.* four of the seven councillors, a majority, know nothing of it. Delaney was not examined, but as stated above, Mr. Wilcocks and Mr. Webb are not positive. Wilcocks cannot say if the request was made during council. Mr. Webb *thinks* it was after the session of the council.

These differences show how dangerous it would be to take verbal evidence of the proceedings of a municipal council even if the Court were so disposed.

But the plaintiffs act through their agents, the council, and they only act according to the Municipal Code, and no proof of their acts, resolutions and by-laws can be made, except by the records.

We come then to the second point. Defendant says this was ratified by resolution of council of April 3rd, 1882, relieving defendant from *moral* responsibility for taking money as *per verbal order of the council;* and he says the last words establish as against plaintiffs that he was *verbally* authorized. If he was, it was illegal; besides it is disproved by four to three, or rather by six to one, that there was any action by the council as a council; and as to the last resolution, though the then council was differently composed, it cannot confirm or annul prior action of a previous council, or make good what was illegal. This was undoubtedly *ultra vires* and undoubtedly had not for object to relieve of liability, but was a statement of their belief that he did not fraudulently misappropriate this money to his own use, and in that opinion this Court concurs. He was made use of by others, was persuaded to do what he knew was illegal, dispossessed himself of funds for which he was and still is, *i. e.*, so far as we have proceeded, in this case, liable *par contrainte par corps* to account to plaintiffs.

We now come to the last point. Has he accounted and been relieved?

He says *he* never has accounted, but in his evidence says some other person has.

If the plaintiffs have received the money, even through a third party, the receipt releases defendant; but he must account and show this. The various resolutions, reports of auditors, etc., showing that, knowing that this money had gone to Mr. Wilcocks and then to Mr. Webb, the council endeavoured to get it and endeavoured to get it from him, Webb, did not constitute a waiver of their rights against defendant. They were trying to get the money. It would appear that their efforts were successful to this extent, that on the 5th April, 1882, they did get $1,587 from Mr. Webb, but did they release defendant? They did not and could not release him. I hold that he is still bound to account to plaintiff, and he is consequently ordered to account for this sum of money, which was in his hands, within ninety days.

Let secretary-treasurers, who really give more attention to the Code than councillors, and generally guide in the manner and form of municipal proceedings, rather than follow, understand that they are responsible for corporation moneys in their hands, and if they choose to part with these without warrant of law, even to mayors or councillors, they do not release themselves from responsibility, and must account, and councillors cannot release them except according to law.

The following is the judgment:—

"The Court having heard the parties, plaintiff and defendant John Main, as well upon the *défense au fond en droit* of said defendant John Main, as upon the merits, by their respective counsel, and having also heard defendant's motion to amend his pleas, to make them accord with the facts proved, so far as relates to the date of the meeting of the Council first referred to in said plea, doth declare the allegations of plaintiff's declaration sufficient, as against the said *défense au fond en droit*, and doth dismiss said *défense en droit* with costs; and further, doth grant defendant's motion to amend upon the payment of twenty shillings costs.

"And proceeding to adjudicate upon the merits of plaintiff's action:

"The Court, considering that plaintiffs have proved the material allegations of their declaration, and that defendant, being then Secretary-Treasurer of the Municipal Council of Melbourne and Brompton Gore, did, without any warrant in law or authority for so doing, on the 12th day of April, 1879, withdraw from the branch of the Eastern Townships Bank in Richmond the sum of $2,756.98, the property of plaintiffs, and although the legal custodian of said money, which had been deposited in said branch bank by him, did dispossess himself of said moneys, and has hitherto failed and neglected to account to plaintiffs for the same;

"And considering that defendant hath failed to prove the allegations of his pleas, and especially that he has accounted to plaintiffs for said moneys, and that the Municipal Council of said Melbourne and Brompton Gore has released him from liability with respect thereto, which they had no power to do, or have accepted third persons, and particularly either said Arthur Wilcocks or said William H. Webb, mentioned in defendant's pleas, or have relieved the defendant from liability and accepted the responsibility of said Wilcocks or Webb, or either of them, or that they could legally so do;

"And considering that defendant still is bound and liable to render to plaintiffs an account of said sum of $2,756.98, the property of plaintiffs, so withdrawn by him from said branch bank of the Eastern Townships Bank at Richmond on said 12th day of April, 1879, and since handed over to said Arthur Wilcocks;

"Doth in consequence adjudge and condemn said defendant, within ninety days, to account to plaintiffs for said sum of $2,756.98 and of his disposition thereof, and to produce vouchers for his disposition of said moneys. The Court reserving the question of costs until final judgment."

Afterwards, on 27th February, 1886, the account of the defendant having been contested by plaintiffs, the final judgment was rendered as follows:—

"The Court having heard the parties, plaintiffs and defendant, upon the merits of the contestation of the account rendered by the said defendant John Main, pursuant to the judgment herein rendered, ordering said

account produced on the 30th day of May, 1885, having examined the pleadings, evidence and proceedings herein, and deliberated;

"Considering that plaintiffs have established their contestation so far as relates to four items of said account, to wit, the sums of $183.83, $175, $7.25 and $80, claimed by defendant to have been paid to or for plaintiffs by him, but which he, defendant, has failed to establish, doth in consequence maintain plaintiffs' contestation of defendant's account as well founded to that extent, and reject said sums from defendant's account as unfounded;

"And further, considering that the Municipal Council of the Township of Melbourne and Brompton Gore, on the third day of December, 1883, in consideration of the circumstances under which the moneys in defendant's hands as Secretary Treasurer, to wit, the sum of $2,756.98, was drawn from the Eastern Townships Bank and by him handed over to the then Mayor, and by him to W. H. Webb, in consideration of the examination and audit and report of the auditors with reference to said moneys, of date the 26th day of November, 1883, did, with a view of obtaining a settlement with regard thereto with said Webb, into whose hands the same had passed, remit the interest thereon;

"And considering that a partial account thereof had been rendered up to said date, doth adjudge and condemn defendant to pay to plaintiffs, as the balance of said sum unaccounted for, the sum of $456.19, with interest from the said third day of December, 1883, at 12 per cent., and costs of as well the original action as of the contestation of defendant's account, save and except the costs of evidence of John Wood, C. P. Cleveland and M. Steel, which plaintiffs are condemned to pay, *distraits*, etc." *

Ives, Brown & French for plaintiffs.

Laurence for defendant.

COUR DE CIRCUIT.

HULL (Comté d'Ottawa), 11 oct. 1888.

Coram WURTELE, J.

MAILLET v. AYLEN.

Action contre les cautions d'un huissier—Comment elle doit être portée.

JUGÉ:—*Qu'une action dirigée contre les cautions d'un huissier pour l'inexécution de ses devoirs doit être portée au nom du Trésorier de la province, et sur son autorisation spéciale.*

L'action était dirigée contre le défendeur comme caution de J. L. Currier, huissier de la Cour Supérieure, qui avait retiré le montant en capital, intérêts et frais porté au bref d'exécution à lui remis, dans une cause de *Maillet* v. *McLean*, et qui avait laissé le pays sans faire rapport.

L'acte de cautionnement, daté du 12 mai 1885, était dressé d'après une ancienne formule, et se lisait en partie comme suit:—

"That we, etc., are jointly and severally held and firmly bound unto our Sovereign Lady the Queen, her heirs and successors, in the penal sum of one hundred pounds, currency, to be paid to our said Lady the Queen, her heirs and successors;....

".... And this bond so given shall stand and be as and for a security to the amount thereof, for the damages which may be sustained by any person, by reason of the culpable negligence or misconduct of the said bailiff."

La défense prétendait entr'autres choses:—Que le cautionnement avait été donné en faveur de Sa Majesté, et non du demandeur; que tel cautionnement n'existe pas, et est nié par le statut; que le seul cautionnement à être fourni par les huissiers est celui indiqué par la 42-43 Vict., chap. 6, (Q. 1879).

Le demandeur répondait que l'insuffisance et l'irrégularité du cautionnement quelles qu'elles fussent, ne pouvaient affecter que la position de l'huissier vis-à-vis le tribunal qui l'avait accepté, et ne pouvaient préjudicier aux droits des tiers lésés par les actes d'un officier de la Cour, reconnu et admis à pratiquer comme tel, et que l'obligation contractée par le défendeur était valable vis-à-vis eux suivant les termes de l'acte, dans quelque forme qu'il fût.

Quant à l'autre prétention de la défense, le demandeur citait le jugement de *Gauvreau* v. *Lemieux*, 10 Q. L. R., p. 24, par lequel son Honneur le juge Casault avait décidé que le cautionnement des huissiers, quoique consenti en faveur de Sa Majesté, est une garantie directe en faveur de toute personne à

* For subsequent action by *Main* v. *Wilcocks*, see Montreal Law Reports, 4 S. C.

laquelle l'huissier fait subir des dommages par sa négligence coupable ou sa mauvaise conduite, dans l'exécution de ses devoirs, et que le recours existe contre les cautions sans cession de cautionnement.

L'honorable juge Würtele, bien que paraissant incliné à déclarer que le cautionnement, n'étant pas un de ceux indiqués par le statut ne pouvait donner lieu à l'action du demandeur, ne prononça pas sur ce point, et ayant déclaré dans ses remarques que tout en respectant l'opinion du juge Casault, il se croyait tenu d'appliquer les dispositions des sections 14 et 15 du Statut 32 Vict., chap. 9, (Q. 1869), il rédigea au dossier le jugement suivant:—

"Action déboutée avec dépens, etc., vu qu'elle aurait dû être portée au nom du Trésorier de la province et sur son autorisation spéciale."

A. McMahon, avocat du demandeur.

Rochon & Champagne, avocats du défendeur.

(A. M.)

CROWN CASE RESERVED.

LONDON, Nov. 24, 1888.

REGINA v. ADAMS.

Libel—Indictment—Obscene Letter—Defamatory Libel calculated to provoke Breach of Peace.

This was a case reserved by the Recorder of London.

The indictment charged the prisoner in the first count with writing and sending to Emily Susan Yuill an indecent letter and so endeavouring to corrupt her morals and to incite her to commit immoral acts with him; in the second count, with writing an indecent and obscene letter with intent to incite the said E. S. Yuill to commit immoral acts, and afterwards uttering and publishing the said letter to her and others; in the third count, with making and publishing a defamatory writing in the form of a letter concerning the said E. S. Yuill; in the fourth count, with writing and publishing an indecent and obscene libel concerning the said E. S. Yuill, in the form of a letter directed to her; the fifth and sixth counts were similar in form to the first and second, but related to another letter.

The evidence was that E. S. Yuill, the younger, inserted an advertisement for a situation in the *Daily Telegraph*, and that it was stated in it that replies were to be addressed to K. S., 21 Radnor Street, E.C.; that prisoner wrote and posted the letter set out in the first four counts of the indictment; and that it was received by E. S. Yuill the elder, who read it and handed it to her husband, who handed it to the police, and that it was never seen by E. S. Yuill the younger.

At the close of the case for the prosecution, counsel for the prisoner submitted there was no case to go to the jury on the grounds: First, that to invite, and send to a person, letters in the form of those set out in the indictment, was not an indictable offence; secondly, that the letter set out in the third and fourth counts was neither a defamatory libel nor an obscene libel; and, thirdly, there had been no publication of the letter. The Recorder, however, declined to stop the case, and left it to the jury, who convicted the prisoner on all the counts.

The question for the opinion of the Court was, whether upon all the facts stated, the prisoner could be properly convicted on all or any of the counts of the indictment.

The COURT (LORD COLERIDGE, C.J., MANISTY, J., HAWKINS, J., DAY, J., and SMITH, J.) held that the short and simple ground upon which the conviction should be sustained was that it was a conviction upon an indictment one count of which was that the letter contained a defamatory libel tending to bring the person written to into contempt and to provoke a breach of the peace. It must be taken that the jury had found there was a defamatory libel, and upon that ground the conviction could be sustained.

Conviction sustained.

COURT OF QUEEN'S BENCH—MONTREAL.[*]

Jury trial—Assignment of facts.

Held:—The object of the assignment of facts is that the jury may determine all the finite facts in dispute between the parties, and respecting which the Court requires to be informed, in order to decide the question of law in issue between them. It must be so

[*] To appear in Montreal Law Reports, 4 Q.B.

framed as to be sufficiently comprehensive, and at the same time carefully exclude any evidence from which the jury may draw an inference; and the assignment of facts in this case conformed to this rule.—*McRae & Canadian Pacific Ry. Co.*, Dorion, C. J., Tessier, Cross, Baby, Church, JJ., Sept. 17, 1887.

Extradition—Habeas Corpus—Jurisdiction of committing magistrate—Forgery—"Accountable Receipt"—R. S. ch. 165, s. 29—Alteration—Confession, Admissibility of—Informalities of Procedure.

Held, 1. Where a commissioner has been appointed under the Great Seal of Canada (Sect. 5 of the Extradition Act, R. S. ch. 142), and his appointment as such commissioner has appeared in the official *Gazette*, and he is thereby "authorized to act judicially in extradition matters under the Extradition Act, within the Province," and he describes himself in a warrant of commitment as "a Judge under the Extradition Act,"—that his jurisdiction is sufficiently disclosed.

2. In examining, upon a petition for *habeas corpus*, whether the detention of the prisoner is lawful, the Court or Judge will set aside the warrant of commitment only if there be manifest error in the adjudication. If the commissioner had jurisdiction, and there was legal evidence before him, the Court is not called upon to examine the sufficiency of the evidence.

3. If the first commitment be irregular, but be replaced before the return of the *habeas corpus*, by a valid commitment, the prisoner will not be discharged. (The decision of Mr. Rioux, 11 Leg. News, 323, approved).—*Ex parte Debaun*, Church, J., Nov. 13, 1888.

---

*SUPERIOR COURT—MONTREAL.**

Libel—Mercantile Agency—False rating—Responsibility.

Held, (following *Bradstreet Co. & Carsley*, M.L.R., 3 Q. B. 83), That a mercantile agency is responsible in damages for communicating to its subscribers a false rating of a person engaged in business, whereby his credit is injured. Absence of malice, and the fact that the report was subsequently corrected, will not exonerate the defendant, but may be considered in mitigation of damages.—*Steel* v. *Chaput et al.*, Davidson, J., Nov. 12, 1888.

Execution—Sale of immovable by Sheriff—Arts. 688, 719, C. C. P.—Creditor who has filed an opposition becoming purchaser.

Held, that when a mere chirographary creditor who has filed an opposition in the hands of the sheriff, becomes purchaser of the immovable sold, he is not entitled to retain the purchase money to the extent of his claim,—Article 688, C. C. P., referring only to the seizing creditor and to hypothecary creditors.—*Fairbanks et al.* v. *Barlow, & Smith*, adjudicataire, Loranger, J., Nov. 28, 1884.

Opposition afin d'annuler—Affidavit—Arts. 583, 584, C. P. C.

Jugé, (infirmant le jugement de la cour inférieure, M. L. R., 3 S. C. 165).—La déposition au soutien d'une opposition sur saisie n'est requise que pour l'obtention de l'ordre de sursis, et que l'insuffisance de telle déposition ne justifie que la révocation du sursis et non le renvoi de l'opposition.—*Morin* v. *Morin, & Morin*, opposant, en révision, Johnson, Jetté, Taschereau, J J., 31 oct. 1887.

Déclaration—Mis en cause—Absence d'allégations contre une partie—Défense en droit.

Jugé, que si la déclaration ne contient aucune allégation positive contre une partie mise en cause, cette dernière pourra se faire renvoyer des fins de la demande sur défense en droit.—*Plante* v. *La Société des Artisans, & Laurent*, mis en cause, Jetté, J., 31 oct. 1887.

Jury trial—Verdict—Arrest of Judgment—Railway.

The assignment of facts submitted to the jury contained questions relating not only to the expulsion of the plaintiff from defendants' trains on two dates specially alleged in the declaration, but also to his being prevented from travelling on their trains subsequently, which, in the opinion of the Court, was not complained of at all in the declaration. The verdict awarded damages generally.

Held, that the defendants had a right to

* To appear in Montreal Law Reports, 4 S. C.

move in arrest of judgment, it being impossible to divide the amount and say how much the jury intended to give for what the plaintiff complained of, and how much for what he did not complain of.

Semble, a railway company which has not yet opened its line for the public conveyance of passengers, is not subject to the obligations which attach to common carriers, though it may have occasionally carried passengers for hire for the special accommmodation of persons applying for passage.—*McRae* v. *Canadian Pacific Ry. Co.*, Johnson, Gill, Davidson, JJ., March 31, 1888.

Street Railway—Negligence of conductor—Responsibility.

Held, where the plaintiff, while standing on the platform or step of a street car, was injured by a passing load of wood, that as the immediate cause of the accident was the conductor's want of vigilance in failing to stop the car, as he might have done, in time to prevent the collision, the defendants were responsible The fact that the plaintiff was standing on the platform at the time of the accident, did not relieve the defendants from responsibility, inasmuch as he was permitted to stand there by the conductor who had collected fare from him while he was in that position.—*Wilscam* v. *Montreal Street Ry. Co.*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

INSOLVENT NOTICES ETC.

Quebec Official Gazette, Dec. 7.

Dividends.

Re François Bertrand, *alias* Frank Beltrand.—First and final dividend payable Dec. 27, W. L. Shurtleff, Coaticook, curator.

Re Télesphore Brassard.—Second and final dividend, payable Dec. 20, Bilodeau & Renaud, Montreal, curators.

Re Dame M. F. Kutner.—First dividend, payable Dec. 17, Kent & Turcotte, Montreal, joint-curator.

Re W. L. Mackenzie.—First dividend payable Dec. 26, Robt. Fair, Black Cape, curator.

Re L. G. Brown (The Magog Hosiery Co.).—First dividend in full of privileged claims, payable Dec. 26, A. F. Riddell, Montreal, curator.

Separation as to property.

Priscilla Brunet vs. Olivier Fortin, Montreal, Dec. 7.

Separation from bed and board.

Louise Lambert vs. François V. Delvigne, painter, township of Chesham, November 22.

Minutes of notary transferred.

Minutes of late E. McIntosh transferred to A. C. Décary, N. P., Montreal.

GENERAL NOTES.

OMISSION.—The article on "Parish Registers" in our last issue should have been credited to the *Law Journal* (London).

MR. JUSTICE GRANTHAM AND THE PRESS.—Mr. Justice Grantham has fallen foul of a section of the newspaper press, with the result that he has called down upon his head persistent abuse. The extra judicial utterance which has provoked this attack was to the effect that certain newspapers live by libel and small gossip. Unfortunately, litigation is pending in which the question of libel or no libel in the particular matter has to be tried. The path of a judge is a very narrow one; it will become narrower as the press develops. Reticence will in the future be the virtue next to patience to be looked for in the judicial office.—*Law Times* (London).

LORDS BY COURTESY AT THE BAR.—Mr. F. T. Uttley writes: "Two noble Lords are reported to have recently set up as barristers in the Temple, and an interesting etiquette question arises as to how the judges are to address them if they plead. It would be awkward for judge and counsel to be mutually referring to each other as 'My Lord.' When the Archbishop of York had once to appear before the Lord Chief Justice he was always referred to as the 'Archbishop of York,' and not as 'Your Grace.'" The *Law Journal* thereon remarks: "The difficulty suggested by our valued correspondent from Manchester in regard to the style in which judges will address the scions of nobility who appear to be coming to the bar does not seem serious. Their titles are courtesy titles, and although it is true in the case of the majority of judges, the title 'My Lord' is purely a courtesy title, yet it is an official title of courtesy and not a social title of courtesy. It could not be contended that the sons of barons who have practised at the bar, and who have been many, were entitled to be addressed as 'Your Honour,' because Vice-Chancellors were, and County Court judges are, so addressed. Practising baronets, of whom there are several, are addressed as 'Sir' from the bench, because that is a title which is their legal due, and is accorded to knights of whom in modern times there have always been some at the bar. The constant struggle to make courtesy into real titles was illustrated at the recent nomination at the Holborn election. A nomination treating a courtesy title as real tendered was rejected by the returning officer, and eventually took the following form: 'Surname—Compton, Right Hon William George Spencer Scott, commonly called Earl;' and the description of 'rank, profession, or occupation' was made, 'Earl by courtesy.' The term 'Right Hon.' should also have been described as a courtesy title. It is only in the case of Privy Councillors that there is any claim of legal right to it; and the rank, profession, or occupation should have been 'esquire.'"