The Legal News.

Vol. XI. JUNE 2, 1888. No. 22.

In *Cary* v. *Western Union Tel. Co.*, 47 Hun, 610, the Court rejected the claim of an attorney for lobby services in importuning the attorney-general, comptroller and members of the Legislature concerning proposed legislation. The case of *Mills* v. *Mills*, 40 N.Y. 543, was cited, in which it was held that such a contract was void as against public policy, in that it furnishes a temptation to the plaintiff to resort to corrupt means or improper devices to influence legislation. *Sedgwick* v. *Stanton*, 14 N.Y. 289, was also cited, in which the Court observed:—"Persons may, no doubt, be employed to conduct an application to the Legislature as well as to conduct a suit at law; and may contract for and receive pay for their services in preparing documents, collecting evidence, making statements of facts, or preparing and making oral or written arguments, provided all these are used or designed to be used before the Legislature itself, or some committee thereof, as a body; but they cannot, with propriety, be employed to exert their personal influence with individual members, or to labor in any form privately with such members out of the legislative halls. Whatever is laid before the Legislature in writing, or spoken openly or publicly in its presence, or that of a committee, if false in fact, may be disproved, or if wrong in argument, may be refuted; but that which is whispered in the private ear of individual members is frequently beyond the reach of correction."

A new insurance company, called the British Law Fire Insurance Company, has been established in England, on the board of which only past or present members of the legal profession are eligible for seats. There is no such restriction, however, as to the holders of shares.

In noticing the appearance of a fourth edition of Holland's Elements of Jurisprudence, the *Law Journal* (London) observes:—"It is evident that a change is coming over the mental habit of English lawyers, and that a concise method of legal principles is now preferred—at least in theory—to the isolated rules of English law strung together by some slender thread of analogy. This change is doubtless due to the gradual revival of the study of Roman law in the Inns of Court since 1853, as well as to a growing familiarity with the practice and forensic literature of the Continent."

LEGAL EDUCATION.

In an address by the president of the Liverpool Law Students' Association, the history of legal instruction in England was concisely summed up:—

By 4 Henry IV. c. 18, it was enacted that attorneys shall be examined by the justices, who shall put on the roll those "that be good and virtuous and of good fame," and that if any one of the said attorneys do die, or do cease, the justice shall make another in his place, which is a "virtuous and learned man." From a statute of Henry VI., which, after a recital anything but complimentary to the attorneys of the time, enacted that there should be only six attorneys in the county of Norfolk, six in Suffolk, and two in Norwich, it is not unreasonable to infer that the justices found the performance of this duty somewhat difficult. In the reign of Elizabeth orders were made providing for the examination of such as should desire to be admitted attorneys; and by 3 Jas. I. c. 7, it was enacted that none should be admitted but such as have been found by their dealings to be skilful and of honest disposition.

By 2 Geo. II. c. 23, the judges were directed before they admitted any person to examine and enquire by such ways and means as they should think proper touching his fitness and capacity to act as an attorney. The examinations under this statute appear to have been, to put it mildly, rather perfunctory. I remember an old friend of mine, a solicitor, who was admitted in the early part of this century, describing to me the process by which it was ascertained that he was a fit and proper person to be admitted and practise as an attorney of his Majesty's Common Law Courts. He was taken to Westminster

by the London agent of the firm to which he had been articled in the country, and was ushered into the presence of the Lord Chief Justice of England. He was in a great state of trepidation, thinking that he would have to undergo a searching examination as to his knowledge of the doctrine of *scintilla juris*, or the successive steps to be taken in levying a fine "sur cognizance de droit come ceo que il ad de son don," or some other of those legal puzzles which were the delight of the lawyers of that day. The Lord Chief Justice inquired his name, and on hearing it asked if he belonged to the Gloucestershire family of that name. The reply was that he was a member of that family. "It is a very good family," said his lordship, "and he may be admitted," and admitted he was without further test or inquiry.

This state of things continued until a time which is well within the memory of living solicitors, and I think it is not to be wondered at that the name of attorney became a term of opprobium, and that our literature, and especially our dramatic literature, almost invariably represents the members of what was then, and still is, called the lower branch of the profession as ignorant knaves. The movement towards the present system of examination commenced in 1836. In that year the Incorporated Law Society induced the judges to make Rules of Court, providing for the examination as to their knowledge of law and the practice of the Courts of all candidates for admission as attorneys and solicitors. In 1843 the Solicitors Act was passed, and this Act gave the Incorporated Law Society a largely increased control over the examinations. In 1860 the preliminary and intermediate examinations were instituted, and in 1877 an Act was passed, under the provisions of which the Incorporated Law Society have almost the entire management and regulation of the examinations.

COUR DE CIRCUIT.

MONTRÉAL, 14 septembre 1887.

Coram GILL, J.

DRAPEAU v. Dame McINTOSH, et Dame BLACKLOCK, *opposante*, et *Drapeau, contestant.*

Vente judiciaire — Nullité et fraude — Circonstances frauduleuses—Opposition et contestation.

JUGÉ:—*Que les circonstances suivantes rendent une vente judiciaire de meubles tellement entachée de présomption de fraude qu'elle doit être annulée et mise de côté, savoir:— 1o. Un seul enchérisseur et adjudicataire, tous les autres n'agissant que pour le même; 2o. vente à 8 heures de l'avant-midi, dans l'espace de sept minutes; 3o. pas de pavillon à la porte; 4o. vente à vil prix; 5o. vente faite sur une seconde saisie pendant que la première était arrêtée par une opposition; 6o. l'unique adjudicataire étant la fille de la défenderesse.*

Il s'agit d'une opposition afin de distraire de la totalité des effets saisis en cette cause faite par l'opposante, dont l'opposition renferme les allégations suivantes: Qu'elle est propriétaire des effets saisis pour les avoir achetés à une vente judiciaire, faite après que le demandeur en cette cause eût été notifié de la dite vente; que l'opposante avait acheté les dits effets sans fraude et les avait payé avec son propre argent, et que depuis ces meubles étaient restés en sa possession.

Cette opposition fut contestée par le demandeur qui allègue que tout ce que renferme l'opposition est faux; que l'opposante avait déjà faite pareille opposition en cette cause, mais qu'elle fut renvoyée par jugement du 2 mars 1887; que la prétendue vente judiciaire est frauduleuse, nulle et illégale; que ces effets avaient été vendus à vil prix, à un seul enchérisseur et que les procédés étaient irréguliers et entachés de fraude, et que cette vente avait été faite expressément pour frauder le demandeur et lui faire perdre sa créance.

Les demandeurs contestants citèrent à l'appui de leur contestation les autorités suivantes:—*Ouimet* v. *Senécal*, 4 L. C. J. 133; *Nordheimer* v. *Leclaire*, M. L. R., 2 S. C. 11.; *Nordheimer & Leclaire*, M. L. R., 2 Q. B. 446.

La Cour, après audition des témoins, trouva la vente tellement entourée de circonstances frauduleuses qu'elle annula cette vente judiciaire et maintint la susdite contestation de l'opposition en cette cause par le jugement suivant:

"La Cour, etc....

"Attendu qu'il a été prouvé qu'il n'y a eu de fait, à la vente judiciaire mise en question en cette cause, jusqu'à la mise à prix et vente de "Two pictures," qu'un seul enchérisseur, les autres prétendus enchérisseurs n'agissant que pour le même dit enchérisseur, et que les meubles vendus jusqu'alors—seize items—ont été vendus dans l'espace d'environ sept minutes à compter du moment où la vente a dû commencer, d'après l'annonce, qui comportait huit heures du matin;

"Considérant que les dits items comportent des meubles de prix qui se sont vendus à vil prix et qu'ils ont été adjugés avec trop de précipitation;

"Considérant, au surplus, que la dite vente a été accompagnée de plusieurs circonstances qui lui donnent un caractère plus que suspect, à savoir: 1o. Que la dite vente a eu lieu sur une saisie pratiquée après la saisie actuelle, et pendant que la dite présente saisie était arrêtée par une opposition futile; 2o. En ce que la vente était mise pour une heure insolite, la précipitation avec laquelle on a procédé, l'absence de pavillon à la porte; 3o. En ce que, l'un des prétendus enchérisseurs et adjudicataires a juré n'avoir rien acheté à cette vente; 4o. La vente immédiate du dit seul acheteur à l'opposante, fille de la défenderesse;

"Maintient la contestation de l'opposition jusqu'à concurrence des items portés dans les seize premiers items du dit procès-verbal, etc., avec dépens, etc."

W. S. Walker pour l'opposante.

E. Lef. DeBellefeuille pour les demandeurs contestants.

(J. J. B.)

COUR DE CIRCUIT.

MONTRÉAL, 7 mai 1888.

Coram LORANGER, J.

Dame FLEURY v. ST-HILAIRE.

Gage—Pension et logement—39 Vict., ch. 23 (Q.)

JUGÉ:—*Que le droit de gage accordé par le statut 39 Vict. (Q.), ch. 23, aux aubergistes et propriétaires de maisons de pension ou de logement, sur les effets de leurs pensionnaires ou personnes logées, s'applique au cas où un propriétaire loue une chambre à un locataire avec le droit de faire sa cuisine en commun avec le propriétaire.*

Le 20 juillet 1887, la demanderesse prit une saisie-revendication contre le défendeur, réclamant comme sa propriété certains effets que ce dernier retenait contre son gré, de la valeur totale de $94.41.

Le défendeur contesta alléguant qu'il avait loué à la demanderesse une chambre avec usage de sa cuisine, pour lequel logement, elle devait payer $6.00 par mois; qu'elle lui devait pour un mois une somme de $6.00 et qu'elle refusait de payer; que par suite il avait le droit de retenir les dits effets qui étaient son gage.

Le défendeur cita pour établir son droit de rétention: Le statut de Québec de 1875, 39 Vict., ch. 23; *Lalonde* v. *McGloin*, 3 L. N. 94, et un jugement de l'hon. juge Gill du 14 mai 1886 *re Boyer* v. *Ross*, *C. S.*, confirmé en révision.

La Cour soutenant la prétention du défendeur a déboutée l'action de la demanderesse.

Saisie-revendication déboutée avec dépens.

J. H. Migneron, avocat de la demanderesse.

Augé & Lafortune, avocats du défendeur.

(J. J. B.)

CHANCERY DIVISION.

London, Nov. 25, 1887.

Before CHITTY, J.

ROGERS v. DRURY.

Restraint on Trade—Sale of Medical Practice—Covenant not to enter into Competition.

An agreement for the sale of the practice of a medical man contained a covenant by the vendor not to solicit any person to employ him as a physician, or otherwise directly or indirectly enter into competition with the purchaser in the practice of a physician, within a given area. The vendor was called in by patients resident within the area, and visited them. He did not, however, solicit such patients, and they stated that they would in no event have called in the purchaser.

The purchaser moved for an *interim* injunction to restrain the breach of the covenant. The vendor submitted that what was contemplated by the covenant was active competition.

CHITTY, J., held that, looking at the object of the agreement, which was to secure the subject-matter of the sale, and also looking at the particular words of the covenant, and taking into account that the acts complained of were such as were likely to injure the purchaser's fair chance of obtaining that which he had purchased, the purchaser was entitled to an injunction.

COURT OF APPEAL.

LONDON, May 5, 1888.

Before LORD ESHER, M.R., LINDLEY, L.J., BOWEN, L.J.

Re WOODALL (No. 1).

'Habeas corpus'— Committal on Extradition Warrant—'Criminal cause or matter'— Judicature Act, 1873 (36 & 37 *Vict. c.* 66), *ss.* 19, 47—*Extradition Act*, 1870 (33 & 34 *Vict., c.* 52), *s.* 10.

Motion by way of appeal from the decision of FIELD, J., and WILLS, J., for a rule *nisi* for a *habeas corpus* to have before the Court the body of Alice Woodall, committed to prison, with a view to surrender as a fugitive accused of an extradition crime under the Extradition Act, 1870 (33 & 34 Vict., c. 52).

Their LORDSHIPS held that no appeal lies from the refusal of a *habeas corpus* by the High Court to a fugitive accused of an extradition crime committed to prison with a view to his surrender to a foreign State.

Motion disallowed.

QUEEN'S BENCH DIVISION.

LONDON, May 9, 1888.

Re WOODALL (No. 2).

Extradition—Fugitive criminal—Trial for offence other than the Extradition Crime proved on surrender—33 & 34 *Vict.*, *c.* 52, *s.* 3, *subs.* 2.

A rule *nisi* for a writ of *habeas corpus* had been obtained on behalf of Alice Woodall, in custody in England upon an alleged charge of forgery committed in America.

Shortly, the point was whether the Government of the United States had by law made provision to carry into effect subsection 2 of section 3 of the Extradition Act, 1870. This subsection provides that 'a fugitive criminal shall not be surrendered to a foreign State unless provision is made by the law of that State, or by arrangement, that the fugitive criminal shall not, until he has been restored, or had an opportunity of returning to Her Majesty's dominions, be detained or tried in that foreign State, for any offence committed prior to his surrender other than the extradition crime proved by the facts on which the surrender is grounded.' The suggestion was that Alice Woodall would, upon being delivered up, be put upon her trial in America for some charge other than the alleged charge of forgery, upon which she had been taken into custody in England.

The COURT (LORD COLERIDGE, C.J., FIELD, J., and WILLS, J.), held that the Government of the United States of America had made provision for this subsection, and that a fugitive criminal would be tried there only for the offence for which he had been given up under the Extradition Act. The point had been clearly stated in *Rauscher's Case*, 12 Davis Supreme Court Reports, 407, decided December 6, 1886, and this decision of the Supreme Court of America was binding on all State Courts there.

Rule discharged.

Law J. N. C.

APPEAL REGISTER—MONTREAL.

Tuesday, May 15.

Clark & Thompson.—Congé of motion (not presented after notice given) asked for.—Application rejected.

The Herald Printing Co. & Pelletier.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Mail Printing Co. & Laflamme.—Re-hearing. Part heard.

Wednesday, May 16.

Senécal & Beet Root Sugar Co.—Petition *en reprise d'instance* granted by consent.

Jones & Moody.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Mail Printing Co. & Laflamme.—Hearing concluded. C.A.V.

McRae & Canadian Pacific Railway Co.—Settled out of Court.

Graham & Daoust.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Thursday, May 17.

In re McDougall, Logie & Co. & Riddell, & Leyendecker.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Ryan & Lanctot.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Robillard & Banque Jacques Cartier.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Wood & New Rockland Slate Co.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Hardy & Filiatrault.—Part heard.

Friday, May 18.

Hardy & Filiatrault.—Hearing concluded. C.A.V.

Senécal & Beet Root Sugar Co.—Heard. C.A.V.

Saturday, May 19.

The Herald Printing Co. & Pelletier.—Motion for leave to appeal from interlocutory judgment. *Desistement* from judgment filed.

Robillard & La Banque Jacques Cartier.—Motion for leave to appeal from interlocutory judgment, granted.

Ryan & Lanctot.—Motion for leave to appeal from interlocutory judgment, granted.

Jones & Moodie.—Motion for leave to appeal from interlocutory judgment, rejected, Dorion, Ch. J., dissenting.

Wood & New Rockland Slate Co.—Motion for leave to appeal from interlocutory judgment, rejected.

James & Macdonald.—Judgment reversed.

In ten united cases of

Garth, Murray, Murray, Masson, Masson, Dawes, Dawes, Leclaire, Lewis, Taillon, Appellants, *& La Banque d'Hochelaga,* Respondent. —Judgment reversed, Tessier, J., dissenting.

Rivet & The City of Montreal.—Confirmed.

Mitchell & Mitchell.—Reversed.

Perkins & Campbell.—Confirmed.

Angus & Watson.—Motion to dismiss appeal as taken by curator without leave of Court. The Court doth relieve the appellant from the said irregularity, on payment by the appellant to the respondent of $10 costs. No other costs of motion against appellant.

Thompson & Molsons Bank.—Re-heard. C.A.V.

Trudel & Beemer.—Heard. C.A.V.

Beemer & Trudel.—Heard. C.A.V.

Drapeau & Deslauriers.—Heard. C.A.V.

Thursday, May 22.

McCorkill & Barabé.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Savage et al. & Filion.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Thurston & Viau.—Heard on preliminary point. C.A.V.

Stewart & Owens.—Heard. C.A.V.

Beauchamp & Champagne.—Part heard.

Wednesday, May 23.

Savage et al. & Filion.—Petition for leave to appeal from interlocutory judgment, rejected.

McCorkill & Barabé.—Petition for leave to appeal from interlocutory judgment, rejected.

Thurston & Viau.—Record ordered to be remitted to the Court below, that clerical error in date of judgment be corrected.

Sundry appellants & La Banque d'Hochelaga.—Motion for leave to appeal to Privy Council, granted.

Rivet & La Cité de Montréal.—Rule for appeal to Privy Council, discharged.

Beauchamp & Champagne.—Hearing concluded. C.A.V.

Pontiac Junction Railway Co. & Brady.—Heard. C.A.V.

The Canadian Pacific Railway Co. & The Little Seminary of Ste. Therèse.—Heard. C.A.V.

Friday, May 26.

In re McDougall, Logie & Co. & Riddell, & Leyendecker et al.—Rule discharged.

Cie. de la pêche aux Marsouins de la Rivière Ouelle & Gagnon.—Judgment reversed, Tessier, J., *diss.*

Ayer et al. & McBean.—Heard. C.A.V.

Hampson & Wineberg.—Heard. C.A.V.

Saturday, May 26.

Muir & Carter.—Judgment confirmed.

Holmes & Carter.—Two cases. Judgment confirmed.

Stevenson & Canada Paper Co.—Reversed.

Murray & Burland & Corran.—Confirmed.

Kerr & Marchand.—Confirmed.

Curé & Marguilliers St. Isidore & Perras.—Confirmed, without costs in appeal, Tessier, J., *diss.*

Millier & Allaire.—Confirmed.

The Montreal Street Railway Co. & Ritchie.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Exchange Bank & Cheney.—Appeal dismissed.

Mather & Mahaffy.—Appeal dismissed.

Johnson & Goodall.—Appeal dismissed.

Exchange Bank & Galt.—Appeal dismissed.

Beemer & Gee.—Appeal dismissed.

Robertson & Bellerive.—Appeal dismissed.

Trudel & Viau.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Labelle & Honey et al.—Case submitted. C.A.V.

The Court adjourned to June 20.

*RECENT DECISIONS AT QUEBEC.**

Billet promissoire—Nullité—Aval.

JUGÉ:—1o. Que le billet promissoire consenti, sans autorisation, par une femme commune en biens, est nul;

2o. Que l'aval mis sur ce billet est aussi nul et ne donne aucun recours contre celui qui l'a consenti.—*Morris* v. *Condon*, C. S., Casault, J., 20 janvier 1888.

Juge de paix—Conviction nulle—Action en dommage—Faux emprisonnement.

JUGÉ:—Qu'il n'y a pas d'action en dommage contre la partie qui fait exécuter de bonne foi un jugement de contrainte par corps, quand même ce jugement serait mal rendu.—*Gagnon* v. *Julien*, C. S., Larue, J., mars 1888.

Chemin municipal—Requête au conseil local—Appel au conseil de comté—Mandamus.

JUGÉ:—1o. Que les décisions d'un conseil local ne sont pas celles d'une cour de justice et n'ont pas l'autorité de la chose jugée;

2o. Que lorsqu'une requête pour ouvrir un chemin a été renvoyée par un conseil local, le remède que l'on doit adopter pour en appeler de cette décision est celui indiqué par le Code Municipal, et que dans ce cas l'émanation d'un bref de mandamus sera refusée.—*Suitor et al.* v. *Corporation de Nelson*, en révision, Andrews, Pelletier, Larue, JJ., 31 janvier 1888.

Vente—Droit incertain—Eviction—Garantie.

JUGÉ:—Que la garantie d'éviction ne s'étend pas à la cession d'un droit incertain cédé à part de la chose principale, quoique dans le même acte, surtout lorsqu'il est stipulé sans garantie, excepté des faits et promesses du vendeur.—*Demers & Duhaime*, en appel, Dorion, C. J., Tessier, Cross, Baby, Doherty, JJ., 6 décembre 1887.

Redemption—Breach of contract—Damages—Expertise.

The Court below had condemned the defendant in damages for an alleged breach of contract, in failing to re-transfer to plaintiff certain railway stock and selling the same at a profit to himself, which profit the Court had adopted as the measure of damages. *Held*, That as the proofs appeared defective as to values, and the nature of the contest seemed to require it, the Court here would set aside such judgment and order an *expertise*, to be proceeded with according to law and the practice of the Superior Court.—*McDougall & McGreevy*, in appeal, Dorion, C. J., Tessier, Cross, Baby, Doherty, JJ., December 7, 1887.

TRIBUNAL DE COMMERCE DE VERVIERS.

29 mars 1888.

Présidence de M. DUESBERG-BOSSON.

DEBRUYN v. CHESSELET-NAULET.

Responsabilité—Renseignements commerciaux—Légèreté—Preuve—Appréciation.

Pour que des renseignements inexacts fournis à quelqu'un sur le compte d'un tiers engagent la responsabilité de celui qui les donne vis-a-vis de celui qui les reçoit, il suffit que ces renseignements avaient été donnés avec légèreté.

* 14 S. L. R.

Le demandeur en dommages-intérêts n'a pas l'obligation de prouver que le défendeur a fourni ces renseignements faux, les sachant faux.

Il y a lieu, dans chaque espèce, d'apprécier la portée et le caractère décisif des indications incriminées.

LE TRIBUNAL,

Attendu que le représentant DeBruyn a demandé au défendeur des renseignements sur la solvabilité et l'honorabilité d'un sieur Brochard;

Attendu que le défendeur lui a répondu le 7 février 1887: "Il est honnête et travailleur, "mais je ne lui connais pas de fortune. C'est "à vous de mesurer la limite du crédit que "vous désirez lui accorder;"

Attendu que le 23, le 27 et le 28 février 1887 le demandeur a vendu au sieur Brochard des vins pour une somme globale de 677 fr. 57;

Attendu que le sieur Brochard a successivement laissé protester les traites tirées sur lui en paiement de ces fournitures;

Attendu que le demandeur se fondant sur ces faits a assigné le défendeur en paiement de la dite somme de 677 fr. 57;

Attendu en droit qu'on est responsable non-seulement des renseignements que l'on donne alors qu'on les sait faux, mais encore des renseignements que l'on donnerait à la légère;

Attendu en fait qu'il est établi qu'à l'époque où le défendeur signalait le sieur Brochard comme honnête et travailleur il le croyait et devait le croire tel; qu'en effet il l'avait eu neuf ans comme ouvrier, lui avait fait lui-même des fournitures relativement considérables, venait de prendre avec lui un arrangement pour le solde qu'il lui devait encore et rien jusque-là n'avait pu ni dû le faire douter de sa probité;

Attendu que le défendeur ajoutait aussitôt que le sieur Brochard était sans fortune et qu'il insistait encore sur ce point en disant: "C'est à vous de mesurer la limite de crédit que vous désirez lui accorder;"

Attendu au surplus qu'il est établi que le demandeur n'a pas livré les vins au sieur Brochard sur la foi des seuls renseignements à lui fournis par le défendeur; mais qu'il s'est enquis auprès de Brochard lui-même de sa situation commerciale;

Attendu que cela résulte encore de l'intervalle relativement long qui sépare la date des renseignements de la date de la première livraison;

Attendu que, dans ces circonstances, aucune faute ni aucune imprudence n'est imputable au défendeur, et que, partant, il ne peut être tenu pour responsable de la perte subie par le demandeur;

Par ces motifs,

Déboute le demandeur de son action; et le condamne aux dépens.

APPOINTMENTS.

Sir Charles Tupper, G.C.M.G., has been reappointed High Commissioner for Canada.

Mr. Philippe Pelletier, advocate, of Montreal, has been appointed a chief clerk in the correspondence branch of the department of the Secretary of State for Canada.

In the Government of Quebec, the following appointments have been made:—

The Hon. Honoré Mercier, Q.C., to be Commissioner of Agriculture and Colonization;

The Hon. Pierre Garneau, to be Commissioner of Public Works;

The Hon. Arthur Turcotte, to be Attorney-General, *vice* the Hon. Honoré Mercier;

The Hon. Georges Duhamel, to be Commissioner of Crown Lands, *vice* the Hon. Pierre Garneau.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 2.

Judicial abandonments.

Hélène Nugent, widow of Prosper Boily, trader, Chicoutimi, May 28.

Curators appointed.

Re Dunham & Murray.—Kent & Turcotte, Montreal, joint curator, May 23.

Re Hawley, Titus & Co., West Potton.—W. A. Caldwell, Montreal, curator, May 26.

Re E. Languedoc, St. Michel.—H. A. Bedard, Quebec, curator, May 21.

Dividends.

Re Louis S. Clayton.—First and final dividend, payable June 15, A. McKay, Montreal, curator.

Re Edmond Julien, tanner, Hedleyville.—First and final dividend, payable June 19, H. A. Bedard, Quebec, curator.

Re Joseph Lepage.—First and final divsdend, payable June 19, H. A. Bedard, Quebec, curator.

Re Henry R. McCracken.—Dividend, W. S. McLaren, Huntingdon, curator.

Separation from bed and board.

Mary Jane McClary v. John McNamara Joslin, Montreal, May 30.

GENERAL NOTES.

Mr. Justice Doherty was appointed Assistant Judge of the Court of Queen's Bench, for the term beginning at Montreal on the 15th May.

Mr. A. B. Cressé, Q.C., who died at Montreal, on Thursday, May 10, was admitted to practice in February, 1853.

Le 11 février dernier, M. Didier assistait, au Grand-Théâtre de Dijon, à une représentation de l'*Africaine*. Il occupait une place de parterre. Il sortit après le premier acte, et reçut une contre-marque de rentrée. Quand, au retour, il la présenta au contrôleur, celui-ci refusa de la recevoir en déclarant qu'elle provenait d'une représentation antérieure, et il lui interdit l'entrée de la salle. M. Didier, après quelques pourparlers, paya sa place une seconde fois et rentra.

Mais, le lendemain, il assigna M. Frantz, le directeur du Grand-Théâtre, en remboursement du prix de la place indûment payée une seconde fois, et en 50 fr. de dommages-intérêts. Il offrait en même temps de prouver qu'il était de bonne foi, et que la contre-marque qu'il avait présentée au contrôle, pour rentrer au théâtre, était bien celle qu'il avait reçue quand il était sorti.

L'affaire vient d'être plaidée devant le Tribunal de paix de Dijon.

A l'audience, il a été établi par les témoins que la contremarque présentée par M. Didier n'était pas celle du jour, mais aussi que c'était bien celle que le contrôleur lui avait donnée à la sortie.

M. le juge de paix Clausing, après avoir entendu Me. Jorré, pour M. Didier, et Me. Manière, pour M. Frantz, a décidé que la contre-marque donnée au contrôle d'un théâtre à un spectateur, pour la sortie de l'entr'acte, établit contre le directeur de ce théâtre la présomption que celui qui en est porteur a payé sa place.

C'est au directeur à prouver que la contre-marque, reçue de bonne foi par le spectateur, est fausse, ou qu'elle est entre ses mains par suite d'une fraude.

L'obligation où le directeur met le porteur de la contre-marque de payer sa place pour rentrer au théâtre, le soumet à des dommages-intérêts envers le spectateur.

Et, appliquant ces principes à la cause, le Tribunal de paix a condamné le directeur à payer au spectateur 1 fr. 25, prix de la place deux fois payée, et 60 francs de dommages-intérêts.

TERRIBLE RETRIBUTION.—The consequences of judges publishing reports of their own decisions are illustrated, according to the *Albany Law Journal*, by 'A Scathing Indictment,' by Senator Temple Houston, in the *Fort Worth Texas Gazette*, of Judges White and Willson, of the Texas Court of Appeals, who ventured to publish two volumes of civil cases decided by that Court. 'The simple laws of our ancestors (says the writer, who describes these judges as "peddling their little reports") understood of all, have become dark and terrible riddles, as fatal and mysterious as those which the Sphinx asked of her foredoomed victims.' 'It is the solemn duty of every man in whose breast there yet glows a spark of patriotic fire, to make the fate of the delinquent a terrible atonement.' 'Judge Hurt's dissenting opinions will become eternal rules of action when the pale creations of his associates have vanished as doth vapour.' 'John P. White, seated on high, reviling and overruling the opinions of Lipscomb, Roberts, and their compeers; no contrast more mournful is seen along the Nile where the jackal snarls, sole lord of the desolate temples and deserted palaces of imperial Sesostris. But the opinions of our dead jurists will survive this petty iconoclasm.' 'There are those to whom you will not deny that you knelt before the Moloch of Radicalism and intimated your willingness to accept a judgeship at the hands of E. J. Davis, a proceeding for which you had prepared yourself by your attorneyship for the Freedman's Bureau, a position so odious that few decent Republicans could be found to accept it.' 'It was not thus with us in the days of old. The men who freed Texas from the oppressors' thrall chose her worthiest to devise and to expound her laws; and her judges were known as much for the splendour of their learning as the spotless purity of their lives. The fame of their wisdom was heard on the shores of every ocean; the ermined chancellor of Albion's realm was proud to find his construction of her common law sustained by the genius and research of a Hemphill. It is not so now.'—*Law Journal* (*London*).

In his recently-published reminiscences, Sir Frederick Pollock gives this account of his first appearance in court to try a case after being called to the bar; "It fell to me of course to examine the first witness. I knew my brief by heart, but got up in the greatest funk to do my duty. The court swam round me; I did not know what questions I asked, or what answers came from the witness-box, and sat down thinking it was all over with me, and wishing the floor would open to let me disappear as completely and quickly as possible. At the close of the case a little scrap of paper, two inches square, was passed to me in the cleft of the crier's white wand, and to my vast surprise and pleasure I read a note from Dundas (the judge), which said, 'You examined your witnesses like an old and experienced hand, reminding us of your sire, *Patre Pollock filius Pollockior*.'" This, we suppose, is an imitation of the Horatian "*matre pulchra filia pulchrior*."

A disgraceful scene took place recently in the court at Bury St. Edmunds. From the report it appears that the learned judge (Sir Francis Roxburgh) offended by describing an affidavit by the plaintiff as "a tissue of falsehood from beginning to end." The plaintiff's solicitor thereupon "protested against such an observation from the Bench as a most improper one," for which the judge promptly fined him £2. The fine was received with, "All right. Your courts are getting notorious all over the country," to which the judge replied with a further fine of £2. To accentuate the decorum of the proceedings, we read that the solicitor's observations were greeted with applause in court, and that after one or two minor exhibitions of a similar character a subscription was opened in court to pay the solicitor's fine.