The Legal News.

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JUDICIAL CHANGES.

The resignation of Mr. Justice Loranger, Judge of the Superior Court for the District of Richelieu, is announced. This able Judge has occupied a seat on the bench since 1863. Previous to his appointment to judicial office he was a Commissioner for consolidating the Statutes of Lower Canada and Canada respectively, and was a distinguished counsel in both civil and criminal business. In 1855 he took part in the celebrated Seignorial cause before the Seignorial Court. He has also been, since 1877, one of the Law Professors in the Montreal branch of Laval University, and is known as the author of the *Commentaire sur le Code Civil du Bas Canada*, (Montreal, 1873).

Judge Loranger's successor is Mr. Charles I. Gill, of Sorel, M.P. for Yamaska. Mr. Gill was admitted to the Bar in 1867.

DEMAND BEFORE SUIT.

The case of *Dorion & Benoit* deserves notice, though it can hardly be said to present anything novel in the principles involved, and the judgment was affirmed without the slightest difficulty by the unanimous bench. The action was brought on a note *en brevet*, payable at St. Bruno, the place of the maker's residence, in the course of September, 1877, without interest. The maker was sued, however, at Montreal, without previous demand at his place of residence. He confessed judgment and deposited the amount in the Court, but without interest or costs, claiming that the absence of demand before suit freed him from liability for interest or costs. The case seemed a very clear one, but there were two or three points raised by the plaintiff in appealing from the judgment, which had condemned him to pay the costs of the suit. First, it appeared that the defendant, before being sued, had written to the plaintiff asking for some delay. The letter was not answered, and it was held not to be a waiver of the defendant's right to be asked for payment at the place stipulated in the note. It was further said that the defendant should have offered interest on the amount of the note from the day of service up to the date of his depositing the money in Court. But the Court held that interest did not run until a demand had been made which put the defendant *en demeure*, and the service of a writ was not such a demand. There was another objection raised by the plaintiff, that the defendant had not notified him under Article 1164 of the Civil Code, that the money was ready for him. This article was held not to apply to a case like the present. The defendant's obligation was to pay at his house, when requested to do so. He had not failed in this obligation, and besides, according to the judgment of first instance, it was held proved that the defendant had the money ready at his domicile when the note became due.

CITY ASSESSMENTS.

The decision in *Greene* v. *The City of Montreal* interprets against the city a very stringent enactment of the Charter, intended to demolish all obstacles in the way of the prompt collection of assessments. The possession of the married woman *séparée de biens* of effects belonging to her in the conjugal domicile is held to exclude such effects from sale for assessments due by her husband, under the provision authorizing the city to sell for assessments all moveables found in the possession of the debtor. The object of the law, it may be remarked, has apparently been defeated by the loose terms in which it is expressed; for the counsel of the city remarks in his factum: "La Cité avait d'excellents motifs de demander une loi à ce sujet. Plusieurs courtiers occupant de magnifiques résidences et menant grand train de vie, éludaient le paiement de leurs taxes d'affaires, et lorsqu'après de nombreuses démarches l'huissier se présentait pour saisir à l'opulent domicile, la femme séparée de biens lui annonçait que tout lui appartenait, et la Cité se trouvait frustrée de ses droits; cet exemple était imité par ceux qui occupaient une position plus modeste, en sorte qu'il s'ensuivait des pertes considérables pour la municipalité; aujourd'hui, grâce à cette loi, l'abus a cessé d'exister, et la taxe personnelle se prélève facilement." It will be necessary, if the city

wishes to exercise what the Court characterized as extraordinary and unjustifiable powers over the property of citizens, to frame the law in still more cogent terms.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

Montreal, May 15, 1879.

PRESENT :—Sir A. A. DORION, C.J., MONK, RAMSAY, CROSS, J J.

CITY OF MONTREAL (defendants in Court below), APPELLANTS; and GREENE et vir (plaintiffs below), Respondents.

Assessments — Montreal City Charter — Married Woman separated as to property has the legal possession of her separate estate, though in her husband's domicile.

The appeal was from a judgment rendered by the Superior Court, JOHNSON, J., 30th April, 1877 (see 22 L. C. Jurist, 128). Dr. Utley, the husband of the female respondent, being indebted to the City of Montreal for assessments on an office which he had previously occupied, the City proceeded to levy the same under 37 Vict. c. 51, s. 88, which reads as follows :—

" Si un contribuable néglige de payer le mon-
" tant de ses taxes ou de ses cotisations dans
" les quinze jours qui suivront la signification
" faite comme susdit, le trésorier de la Cité
" pourra prélever le dit montant avec dépens et
" intérêt, (s'il en est dû) au moyen d'un bref,
" qui sera émané par la Cour du Recorder, au-
" torisant la saisie et vente des biens et effets
" mobiliers de la personne endettée comme
" susdit, ou de tous biens et effets mobiliers en
" sa possession, en quelqu'endroit qu'ils puis-
" sent se trouver dans les limites de la dite
" Cité; et nulle réclamation d'un droit de pro-
" priété ou de privilége sur les dits effets mobi-
" liers, n'aura l'effet d'en empêcher la vente
" pour le paiement des taxes ou cotisations,
" droits et dépens, sur le produit de la vente."

A seizure was made of certain effects found in the conjugal domicile, but these effects were proved to be the property of Mrs. Utley, the female respondent, who was *séparée de biens*. The latter applied for an injunction to restrain the city from proceeding with the seizure, and this was maintained by the Court below, the judgment being as follows :—

" The Court having heard the petitioner Mary
" Judson Green, and the defendant the City of
" Montreal, by their respective counsel, upon
" the merits of the *Requête libellée* in this cause,
" the other defendants not having pleaded to
" said Requête, having examined the proceed-
" ings, proof of record and admission, and duly
" deliberated;

" Considering that, by law, the City of Mont-
" real, the only defendant who has pleaded, was
" entitled to levy the amount mentioned in the
" warrant of distress issued out of the Recorder's
" Court, and in the said *Requête libellée* specified,
" but only out of the goods, chattels and effects
" belonging to their debtor, or in his possession;

" Considering that the separate right of pro-
" perty in the effects seized under the said war-
" rant was in the plaintiff, and should be pre-
" served to her unless the said effects were then
" out of her possession, and in the possession of
" Utley the debtor aforesaid;

" Considering that such is the general rule
" laid down by the statute 37 Vict. cap. 51 of
" the Province of Quebec, but that in the case
" of married persons, a woman separated as to
" property does not cease to have the title as
" well as the legal possession of her separate
" estate merely because her husband lives in
" the same house with her, and has to a certain
" extent, the use and enjoyment of her separate
" property;

" Considering, therefore, that at the time of
" the seizure of the said effects, the same were
" not in the possession of the debtor aforesaid,
" so as to deprive the petitioner of her separate
" right of property therein, or to expose her to
" have them sold for the payment of her
" husband's individual debts, this Court doth
" order and enjoin the said defendants to
" desist from said seizure and from any
" further proceedings thereon, and doth order
" them to abstain from seizing any of the
" Petitioner's furniture, or property, for any
" similar debt of her husband; the whole with
" costs against The City of Montreal, *distraits* to
" Messieurs Doutre, Doutre, Robidoux, Hutchin-
" son & Walker, attorneys for Petitioner; no
" costs against the other Defendants."

The city having appealed,

RAMSAY, J., said the appeal was from a judgment, on an injunction taken by the wife *séparée* of Dr. Utley, which declared the injunction

binding. The case arose from a seizure made by the Corporation under the extraordinary powers conferred on corporations in this country, of seizing goods found in the possession of the debtor, without there being any right of opposition. The respondent, Mrs. Utley, finding her goods seized in her husband's domicile under this extraordinary and unjustifiable law, and being deprived of the ordinary means of redress, was forced to take an injunction to prevent the sale. In the Superior Court the judgment was in her favor. The city had appealed, urging that because the effects were in premises rented and occupied by the husband, they must be considered in his possession within the meaning of the Act. The Court was not disposed to maintain this pretention; the judgment was correct and must be confirmed.

R. Roy, Q.C., for Appellants.

Doutre, Doutre, Robidoux, Hutchinson & Walker for Respondents.

NOTE.—In the above, as well as the three following cases, TESSIER, J., who was unable to be present, transmitted his concurrence in writing.

DORION (plaintiff in Court below), Appellant; and BENOIT (defendant below), Respondent.

Place fixed for payment—Demand before Suit.

The plaintiff appealed from a judgment of the Superior Court, Montreal, JOHNSON, J., 28th June, 1878. (See 1 Legal News, p. 350.) The action was brought by Benoit to recover the amount of a note *en brevet*, made by defendant, and payable at defendant's domicile at St. Bruno, without interest. The note being overdue, the plaintiff took out an action, at Montreal, without having made any demand of payment at the defendant's domicile. He pleaded the absence of demand at his domicile, and filed a confession of judgment for the principal, but without interest or costs, and deposited the money in Court. The Court below sustained the defendant's pretension, and condemned the plaintiff in the costs of the suit.

An appeal being taken by the plaintiff,

DORION, C. J. The appellant sued on a note *en brevet* for $275, payable at the domicile of respondent, the maker, in the course of September, 1877. That note was payable 1st October, 1877. No demand was made at the domicile of respondent, and on the 17th October he was sued. The respondent came into Court with the $275, and confessed judgment for that amount, without interest or costs. The confession of judgment was declared sufficient, and the plaintiff was condemned to pay the costs. He appealed from that judgment on two grounds: 1st. Because the defendant had not shown that he had the money ready to pay when the note became due. 2nd. That as no tender was made before the action, the defendant should have offered interest from the 1st October, when the note was due, or at least from the day of service of suit, up to plea. It had been uniformly decided, where a debt is payable at the domicile of the debtor, and no demand is made before suit, and the defendant comes and tenders the amount with his plea, he is to be discharged from all costs. As to the second pretension, that interest should run from the date of the *demande judiciaire*, it must be observed that the *demande* must be such as will put the defendant *en demeure*. It can only be made by a person who has authority to give a discharge, and the service of suit was not such a demand. The judgment should be confirmed.

Chas. L. Champagne for Appellant.

Longpré & David for Respondent.

ROLLAND et al., (defts. in the Court below), Appellants, and BEAUDRY et al. (plaintiffs below) Respondents.

Will—Universal Legatees must pay debts of testator notwithstanding he has appointed executors.

The defendants appealed from a judgment of the Superior Court, Montreal, 7th July, 1877, RAINVILLE, J., condemning them as universal legatees of the late H. A. Rolland. The defendants contended that inasmuch as the testator by his will had appointed testamentary executors, the latter should have been sued, and not the universal legatees. (See 22 L. C. Jurist, p. 72.) The judgment held that under 735 C. C. the universal legatee is bound to discharge the debts of the succession, and the appointment of executors does not free the universal legatee from responsibility.

The Court unanimously affirmed the judgment appealed from.

E. Barnard, Q.C., for Appellants.

DeBellefeuille & Turgeon for Respondents.

DELINELLE (opposant in the Court below,) Appellant, and ARMSTRONG et al. (plaintiffs below), Respondents.

Opposition to venditioni exponas—Art. 664 *C.C.P.*

The appeal was from a judgment of the Superior Court, Montreal, 15 April, 1878, dismissing an opposition on motion. The opposant was the wife of the defendant Gareau, and the opposition claimed certain effects which had been seized in the possession of Gareau. The motion to dismiss the opposition invoked Art. 664 C.C.P., and the amendment 34 Vic. (Quebec,) c. 4, s. 8 (1870), which made the article in question apply to moveables. The opposition was not allowed by a judge.

The appellant submitted that Art. 664 did not apply, because it is only for cases "where all the advertisements and publications required by law upon the first writ have been duly published and made," and it was denied that they had been made in this case.

CROSS, J., said the opposant contended that it was impossible the publications could have been made, because the first opposition was filed the very day after the execution issued. An execution *de bonis* issued 30th November, 1877, and on the 1st December Gareau filed an opposition *afin d'annuler*, which had the effect of suspending all proceedings on the execution. In answer to this it might be said that the *venditioni exponas* showed proceedings perfectly regular, and the publications must be presumed to have been regularly made, because there was nothing to show that they had not been made. Art. 664, no doubt, applies to cases where all the publications required by law upon the first writ have been duly made, but it was for the opposant to show that they had not been made to entitle her to come in *de plano*, without a judge's order for the second opposition. It was likely that no injustice had been done, seeing that the opposant was the wife of the defendant, and must have been aware of what was going on. The judgment of the Court below must be affirmed.

A similar judgment was rendered in the case of Gareau, appellant, and Armstrong, respondent, in which the appellant was the son of defendant Gareau.

Ouimet, Ouimet & Nantel for appellant.

H. W. Austin for respondent.

There were five other judgments rendered the same day, unanimously affirming the appeals in *Mann & Macdonald, Murphy & Windsor Hotel Co., Ryland & Austin, Gareau & Major* and *Gareau & Letourneux*. None of these cases require any remark. Questions of law were raised by the pleas in *Murphy & The Windsor Hotel Company*—an action for calls on shares—but the Court, holding that the averments of facts in the pleas were not proved, did not find it necessary to dispose of the questions of law raised on the part of the defence.

STAMPS ON BILLS AND NOTES.

The Act assented to on the 15th instant, "to amend and consolidate the laws respecting duties imposed on Promissory Notes and Bills of Exchange," contains 28 sections, and fills seven pages of the *Canada Gazette*.

Sec. 1 repeals 31 Vict. c. 9, 33 Vict. c. 13, 37 Vict. c. 47, except sec. 1, and 41 Vict. c. 10; provided that all proceedings commenced under the above Acts may be continued and completed under this Act, which shall not be construed as a new law, but as a consolidation and continuation of the repealed enactments, with and subject to the amendments hereby made.

Sec. 2 defines the signification of "Bank," "Broker," and "Instrument" in the Act, the latter word including "any promissory note, bill of exchange or part thereof, draft or order upon which a duty is payable under the Act."

Sec. 3. Duties imposed by the Act form part of the Consolidated Revenue Fund of Canada.

Sec. 4 imposes the following duties:—

On each promissory note, and on each draft or bill of exchange drawn or accepted in Canada, a duty of one cent, if such note, bill or draft amounts to but does not exceed $25; a duty of two cents if the amount thereof exceeds $25 but does not exceed $50; and a duty of three cents if the amount thereof exceeds $50 but is less than $100;

On each promissory note, and on each such draft or bill of exchange for $100 or more, executed singly, a duty of three cents for the first hundred dollars of the amount thereof, and a further duty of three cents for each additional hundred dollars or fraction of a hundred dollars of the amount thereof;

On each such draft or bill of exchange executed in duplicate, a duty of two cents on each

part for the first hundred dollars of the amount thereof, and a further duty of two cents for each additional hundred dollars or fraction of a hundred dollars of the amount thereof;

On each such draft or bill of exchange executed in more than two parts, a duty of one cent on each part for the first hundred dollars of the amount thereof, and a further duty of one cent for each additional hundred dollars or fraction of hundred dollars of the amount thereof;

And any interest made payable at the maturity of any bill, draft or note, with the principal sum, shall be counted as part of the amount thereof.

Sec. 5. Every bill, draft, order or instrument—

For the payment of any sum of money by a bill or promissory note, whether such payment be required to be made to the bearer or to order,—

Every document usually termed a letter of credit, or whereby any person is entitled to have credit with, or to receive from or draw upon any person for any sum of money,—

And every receipt for money given by any bank or person, and entitling the person paying such money, or the bearer of such receipt, to receive the like sum from any third person,—

Shall be deemed a bill of exchange or draft chargeable with duty under this Act.

Sec. 6. Exempts from duty bills drawn by any officer in Her Majesty's Imperial or Provincial service, or on any bank payable to the order of such officer in his official capacity.

Sec. 7. No duty payable under 27 and 28 Vict. c. 4, or 29 Vict. c. 4, on instruments drawn after 1st February, 1868.

Sec. 8. No bill of exchange drawn and payable outside of Canada shall be invalid in consequence of no stamp or stamps being affixed to the bill.

Sec. 9. "Neither this Act nor any of the Acts hereby repealed shall be construed to require or to have required that any stamp be impressed or affixed to any instrument executed *en brevet* or otherwise before a notary in his official capacity."

Sec. 10. The duty on any such promissory note, draft, bill of exchange or part thereof, shall be paid by making it upon paper stamped in the manner hereinafter provided, to the amount of such duty, or—

By affixing thereto an adhesive stamp or adhesive stamps of the kind hereinafter mentioned, to the amount of such duty, or

By making the instrument on stamped paper, and where the amount in the instrument is in excess of the amount represented by the stamp on the instrument, by affixing thereto adhesive stamps for the portion of the duty to which the instrument is liable in excess of what is represented by the stamped paper:

In either case the adhesive stamps shall be cancelled by writing thereon the signature or part of the signature or the initials of the maker or drawer, or of the witness attesting the signature of the maker or indorser of the instrument, or in the case of a draft or bill made or drawn out of Canada of the acceptor or first indorser in Canada, or some integral or material part of the instrument so as (as far as may be practicable) to identify each stamp with the instrument to which it is attached, and to show that it has not before been used, and to prevent its being thereafter used for any other instrument, or—

The person affixing such adhesive stamp, or the witness attesting the same shall, at the time of affixing the same, write or stamp thereon the date at which it was affixed; and such stamp shall be held *primâ facie* to have been affixed at the date stamped or written thereon:

And if no integral or material part of the instrument nor any part of the signature or initials of the maker, drawer, witness or acceptor or first indorser or witness in Canada be written thereon, nor any date be so stamped or written thereon, or if the date do not agree with that of the instrument, such adhesive stamp shall be of no avail; and any person wilfully writing or stamping a false date on any adhesive stamp shall incur a penalty of one hundred dollars for each such offence.

Sec. 11. The stamp or stamps required to pay the duty hereby imposed shall, in the case of any promissory note, draft or bill of exchange made or drawn within Canada, and not made upon paper stamped to the amount of the duty, be affixed by the maker or drawer thereof, and in the case of any draft or bill of exchange drawn out of Canada, by the acceptor thereof or the first indorser thereof in Canada; and such maker or drawer, acceptor or first indorser, failing to affix such stamp or stamps at the time of making, drawing, accepting or

indorsing such note, draft or bill, or affixing stamps of insufficient amount, shall thereby incur a penalty hereinafter imposed, and the duty payable on such instrument, or the duty by which the stamps affixed fall short of the proper amount, shall be doubled; stamps upon the paper being deemed to be affixed thereto for all the purposes of this Act; and any deficiency in the amount of the stamp on the paper may be made up by adhesive stamps.

Sec. 12. If any person in Canada makes, draws, accepts, endorses, signs, becomes a party to, or pays any promissory note, draft or bill of exchange, chargeable with duty under this Act, before the duty (or double duty as the case may be) has been paid, by affixing thereto the proper stamp or stamps, (or by making it on stamped paper or by both) such person shall thereby incur a penalty of one hundred dollars, and save only in the case of payment of double duty, as in the next section provided, such instrument shall be invalid and of no effect in law or in equity, and the acceptance, or payment, or protest thereof, shall be of no effect; and in suing for any such penalty, the fact that no part of the signature of the party charged with neglecting to affix the proper stamp or stamps, or his initials is or are written over the stamp or stamps affixed to any such instrument, or that no date, or a date that does not correspond with the time when the duty ought to have been paid, is written or marked on the stamp or stamps, shall be *primâ facie* evidence that such party did not affix it or them as required by this Act; but no party to or holder of any such instrument shall incur any penalty by reason of the duty thereon not having been paid at the proper time, and by the proper party or parties, provided that at the time it came into his hands it had affixed to it stamps to the amount of the duty apparently payable upon it, that he had no knowledge that they were not affixed at the proper time, and by the proper party or parties, and that he pays the double or additional duty as in the next section provided, as soon as he acquires such knowledge.

Sec. 13. Any holder of such instrument, including banks and brokers, may pay double duty by affixing to such instrument a stamp or stamps to the amount thereof or to the amount of double the sum by which the stamps affixed fall short of the proper duty, and by writing his initials on such stamp or stamps, and the date on which they were affixed; and where, in any suit or proceeding in law or equity, the validity of any such instrument is questioned by reason of the proper duty thereon not having been paid at all, or not paid by the proper party, or at the proper time, or of any formality as to the date or erasure of the stamps affixed having been omitted, or a wrong date placed thereon, and it appears that the holder thereof, when he became such holder, had no knowledge of such defects, such instrument shall be held to be legal and valid, if it shall appear that the holder thereof paid double duty, as in this section mentioned, so soon as he acquired such knowledge, even although such knowledge shall have been acquired only during such suit or proceeding; and if it shall appear in any such suit or proceeding to the satisfaction of the Court or Judge, as the case may be, that it was through mere error or mistake, and without any intention to violate the law on the part of the holder, that any such defect as aforesaid existed in relation to such instrument, then such instrument or any endorsement or transfer thereof, shall be held legal and valid, if the holder shall pay the double duty thereon as soon as he is aware of such error or mistake; but no party who ought to have paid duty thereon shall be released from the penalty by him incurred as aforesaid.

Sec. 14. The provisions whereby validity may be given to bills of exchange, drafts and promissory notes when drawn or made within Canada, by the payment of double duty thereon, shall for the same purposes and to the same effect, extend to such instruments when drawn or made without Canada but payable in Canada, when stamps to the amount of double duty upon such instruments shall be affixed and cancelled in the same mode as stamps in payment of double duty are affixed and cancelled to such instruments when made or drawn within Canada.

Sec. 15. It shall be sufficient in the case of any bill of exchange, draft or promissory note drawn or made without Canada but payable within Canada, in order to comply with the law, for any bank, broker, holder or party to such instrument, at the time of the acceptance, or endorsation thereof, to affix thereto and cancel the proper single stamps therefor; and the date of cancellation to be marked thereon shall be

the true date of such cancellation, and such date need not agree with the date of the instrument.

Sec. 16. In the case of a suit to recover upon, or a defence of set-off upon a lost or destroyed bill of exchange, draft or promissory note, where there is no evidence that such instrument had been properly stamped, and when the validity of the instrument in question is contested on the ground of insufficient stamps or want of stamps, the Court having cognizance of the suit, may at any stage of the proceeding, in order to give validity to the same, allow double stamps for the requisite amount to be affixed to the record, or to any other paper or proceeding in the cause, and cancelled by or on behalf of the party interested in maintaining the validity of the instrument, plaintiff or defendant, as the case may be.

Sec. 17. After a note or instrument requiring to be stamped under this Act has been settled or paid, no penalty shall be enforced against any party thereto, or against any person or corporation who had been the holder thereof, by reason of such note or instrument having been insufficiently stamped, or the stamps thereon insufficiently effaced; unless it be proved, that the party from whom a penalty is demanded, was aware before, or at the date of the maturity of such note or instrument, of the defect in the stamping thereof, or in the effacing of the stamps thereon, and did not thereupon affix double stamps thereto, in the manner provided by this Act. And the reception of such note or instrument by any party to such note or instrument, or by the holder thereof, whether such holder be a corporation or not, or by any employee or agent of such party or holder, shall not be evidence sufficient to justify a conviction or such penalty.

Sec. 18. In the case of a bill of exchange, draft or promissory note found amongst the securities of a deceased person, unstamped, it shall be sufficient, in order to give validity thereto, for the executor or administrator, to affix and cancel double stamps thereon, with the date of such cancellation and with the initials of the party cancelling the same.

Sec. 19. Every instrument liable to stamp duty shall be admitted in evidence in any criminal proceeding, although it may not have the stamp required by law impressed thereon or affixed thereto.

Sec. 20 refers to the issue of stamped paper.

Sec. 21 provides for the preparation of stamps.

Sec. 22. Refers to the sale of stamps and stamped paper.

Sec. 23. The Governor in Council may make such further regulations as he may deem necessary for carrying this Act into effect, and may, by an Order in Council, declare that any kind or class of instruments as to which doubt may arise, is or is not chargeable with any and what duty under this Act according to the true meaning thereof.

Sec. 24 enacts the punishment for forging or imitating stamps.

Sec. 25. Penalty enacted against banks or brokers, for not affixing or cancelling stamps.

Sec. 26. Penalty enacted for using old stamps.

Sec. 27. Enacts separate penalty for each offence.

Sec. 28. How penalties are recoverable.

CURRENT EVENTS.

QUEBEC.

THE LATE HON. L. S. MORIN.—This gentleman died at Lavaltrie on the 7th instant. He was the son of a farmer near Lavaltrie, and was born 21st January, 1832. At the age of twelve he was placed at the College of L'Assomption, where he distinguished himself. In 1849, he commenced the study of the law in the office of Messrs. Cherrier & Dorion. In February, 1852, he was admitted to practice. The following year he joined in the publication of the *Law Reporter*, which preceded the establishment of the Lower Canada *Jurist*. In the same year he contested the County of L'Assomption with Mr. Papin, and was defeated by a small majority. Subsequently he was elected for the County of Terrebonne, which had become vacant by the resignation of Mr. Prevost; but Parliament was dissolved before he took his seat. The same year, 1857, he was again elected by acclamation for the County of Terrebonne. At the first session of the new Parliament, which met at Toronto in 1858, Mr. Morin was called upon to second the Address in answer to the Speech from the Throne, on which occasion his eloquence produced a favorable impression. In 1860 Mr. Morin was appointed Solicitor-General, with a seat in the Cabinet, and he was once more elected for the

County of Terrebonne by a large majority. At the general elections of 1861, he was defeated in Terrebonne, but was elected immediately after for the neighboring County of Laval. Mr. Morin was still Solicitor-General when the Ministry resigned in 1862 on the defeat of the Militia Bill. At the general election of 1863 he again presented himself for the County of Terrebonne, but was defeated. This ended Mr. Morin's political life. In 1864 he became French Secretary to the Codification Commission, in place of the late Mr. Justice Beaudry, appointed Commissioner on the death of Mr. Justice Morin. After the termination of the labors of the Commission, Mr. Morin was appointed joint prothonotary at Joliette. Active political life did not, however, absorb all his time during the busy years from 1853 to 1863. Mr. Morin was one of the founders of *La Patrie*, the first French daily newspaper in Canada, and he remained one of its most active promoters until its publication was stopped in 1858, from want of pecuniary support. During these years he also practised his profession, chiefly in the criminal courts, where he was very successful.

ANNUAL MEETINGS OF THE BAR.—The usual meetings for the election of office-bearers, &c., have been held in the different sections. The annual meeting of the Montreal Section was held May 1st, Mr. W. H. Kerr, Q.C., *Batonnier*, in the chair. Mr. P. H. Roy, Secretary, submitted the report. It set forth that during the year the amount of $2,000 had been granted the Library for the purchase of books; of this amount $1,524.66 had been expended; 586 new books had been acquired by the Library, which now contained 9,147 volumes. The receipts had been $4,405.22 against an expenditure of $4,112.65, leaving for the year a surplus of $292.57; altogether there was on hand at this date a sum of $3,084.02.

During the year 27 had been admitted to practice and 5 rejected; 35 had been admitted to study law, and 31 failed to obtain their certificates. In 1875, 10 had been admitted to practice and 20 to study; in 1876, 15 and 31; in 1877, 18 and 27; in 1878, 21 and 33.

The following officers were elected:—*Batonnier*—A. Lacoste, Q.C.; *Syndic*—W. A. Robertson, Q.C.; *Treasurer*—C. A. Geoffrion; *Secretary*—P. Pelletier. *Council*—Strachan Bethune, Q.C.; J. M. Loranger, Q.C; W. H. Kerr, Q.C.; L. O. Taillon, M.P.P.; F. X. Archambault, Q.C.; G. Doutre, Q.C.; D. Macmaster; J. S. C. Wurtele, Q.C.

The St. Francis Section of the Bar of the Province of Quebec has elected Robert N. Hall, Q.C., Batonnier; L. E. Morris, Syndic; W. White, Treasurer; H. C. Cabana, Secretary. Council—Hon. W. H. Webb, Q.C.; E. T. Brooks, Q.C.; G. O. Doak, H. B. Brown, and L. E. Panneton.

The Quebec Section of the Bar has elected J. G. Bossé, Q.C., Batonnier.

GENERAL NOTES.

LADIES IN COURT.—The late excellent judge, Justice Cresswell, had the failing of addressing his brother judges in a somewhat consequential and authoritative manner, which much annoyed Maule. Leaving the Court of Common Pleas one day in disgust whilst one of these performances was going on, he met Lord Campbell, and remarked, "There's that fellow Cresswell talking to the other judges like a magistrate talking to three black beetles!" Any one who knows the appearance of the learned judges during a winter term, in their black cloth robes and narrow ermine trimming, will better see the full force of the remark. He would never allow the court to be cleared of females even during the most disgusting trials. "Decent women don't come into courts of justice," he would remark. "Speak out, my poor girl," we once heard him say, "it must be very painful for you to go into all the bad language and disgusting details, but it is necessary to the ends of justice; and besides, all these finely-dressed ladies (pointing to the high-sheriff's lady and others who sat on the bench beside him) have come miles to hear what it shocks a poor innocent girl to repeat!" We were present and heard this, and record that five minutes afterwards, there were very few "fine ladies" indeed beside the sarcastic little judge upon the bench.—*Leisure Hour.*

QUEEN'S BENCH, CROWN SIDE.—The term of the Court of Queen's Bench, Crown Side, which came to a close in Montreal on Saturday, May 10, was of unusual length, but the business before the Court was conducted with much vigour. It is hardly right to judge of the success of a term by the number of convictions, but it may at least be said that the term is remarkable for the bringing of some great criminals to merited punishment, and that the administration of justice suffered no discredit from the failure of the juries to convict in cases where no reasonable doubt of guilt could exist.