The Legal News.

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Mr. Fitzpatrick, the member for Quebec county, has introduced a bill in the legislative assembly, which will test opinion on the question of admitting the parties to a suit to give evidence on their own behalf. The proposed amendment of the law aims at the replacement of Art. 1232 of the Civil Code by the following:—

"1232. Any party to a suit may give testimony on his own behalf.

A witness is not rendered incompetent by reason of his being a party, of relationship, or of being interested in the suit; but his credibility may be affected thereby."

The law at present reads:—"Testimony "given by a party in a suit cannot avail in "his favor. A witness is not rendered in- "competent by reason of relationship or of "being interested in the suit; but his credi- "bility may be affected thereby." The proposed amendment would also affect Art. 251 of the Code of Procedure, which reads as follows:—"Any party to a suit may be subpœnaed, examined, cross-examined, and treated as any other witness; but his evidence cannot avail himself; the adverse party may however declare, before he closes his proof, that he does not intend to avail himself of his testimony, and in such case it is deemed not to have been given." This article it is proposed to replace by the following:—

"251. Any party to a suit may give testimony on his own behalf and in such case be examined, cross-examined, and treated as any other witness.

He may also be subpœnaed and treated as a witness by the opposite party, and, in such latter case, his answers may be used as a commencement of proof in writing."

Canada, usually notably free from serious crime, as a flourishing and progressive community ought to be, has lately had five criminals under sentence of death for murder at one time. In two instances, however, the convict was only transiently within the borders of the Dominion. In one of them, the *Birchall* case, the penalty of the law has been inflicted, and a blow has been dealt at the dastardly practice of inveigling English youths to this country to defraud, and perchance to murder them. The Minister of Justice is to be commended for his firmness in this case, for a good many persons, including some who ought to know better, signed the petition for commutation. Something may be said for the abolition of the death penalty altogether, but the impropriety of capital punishment is urged unseasonably when it is put forward as a plea for the commutation of the sentence of a scoundrel specially destitute of conscience, and for whom penitence has no meaning.

Some of the simplest, and apparently the plainest expressions, often give rise to difficulties of interpretation. Take, for instance, the word "from." This was passed upon judicially in a recent case, *South Staffordshire Tramways Co.* v. *Sickness and Accident Assurance Association*, in which the question was as to the duration of an accident policy for a year "from" a certain date. The assured had paid the defendants the premium "for twelve calendar months from the 24th day of November, 1887." An accident occurred on the 24th day of November, 1888. Was this within the year? The English Queen's Bench division, Oct. 29th, 1890, (Justices Day and Lawrence) held that the policy covered Nov. 24th, 1888. As the *Law Journal* puts it, "from" is *primâ facie* an exclusive term, so that if in a contract any right is to continue under it for a certain period "from" a given day, that day is to be excluded, but the term is not so unambiguously exclusive as not to be susceptible of an inclusive construction if there be anything in the context to show that an inclusive meaning was intended by the parties. Such is the effect of *Pugh* v. *The Duke of Leeds*, 2 Cowp. 714, and *Wilkinson* v. *Gaston*, 9 Q. B. 137, in both of which cases "from" was construed as inclusive. In the recent case, however, the Court held that there was nothing in the context to avoid the operation of the ordinary rule.

Some time ago, Mr. Justice Stephen expressed the opinion that eloquence had left the bar. This enunciation has been challenged by Chief Justice Coleridge. Addres-

sing the Lolesworth Club, the Lord Chief Justice observed:—"It was said that eloquence had left the Bar, only lingered in Parliament, and was almost leaving the pulpit. But he had listened at the bar to Sir Alexander Cockburn, to Bethell, to Lord Cairns, and to the greatest of all the advocates who in his time had adorned the profession, and was supreme in the art of forensic speaking, Sir William Earle, and he had no doubt that all these great men would agree with him in dissenting from that proposition so far as the bar was concerned." But the *Law Times* somewhat maliciously remarks:—"Those were days when judges appreciated eloquent diction. Judges of to-day do not. The dry facts of cases wrapped up in the most modern decisions (or, better still, without the decisions) prove most acceptable to the courts of law of to-day. And if Lord Coleridge had had to furnish living instances, to catalogue with Earle and Cockburn, his task would have been a difficult one, but soon concluded."

*COURT OF QUEEN'S BENCH—MONTREAL.**

Charitable association—C. S. C. ch. 71—Division among members—Disposal of assets.

The majority of the members of a Friendly Association constituted under C. S. C. ch. 71, being expelled from the association, met in another place, and organized themselves for objects similar to those of the original association, but taking a different name. The trustees of monies belonging to the old association were among this number. In an action, brought in the name of the old association, calling on the trustees to account:

Held:—(RAMSAY, J., *diss.*), That the members of the new association, although they had changed the name of the society, constituting as they did a majority, and the members claiming to be the old association being a minority, the latter were not entitled to demand the monies in the hands of the trustees.—*Court Mount Royal & Boulton*, Dorion, Ch. J., Ramsay, Tessier, Cross, Baby, JJ., Nov. 22, 1881.

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

Carrier—Responsibility—Railway Company—Person conveyed contrary to Company's regulations—Collision—Damages.

Held:—That where a person, by giving a tip or bribe to the conductor of a train not intended for the conveyance of ordinary passengers, as he had reason to know, induces the conductor of such train to permit him to travel on the train contrary to the regulations of the railway company, he travels at his own risk; and if, while so travelling, he is injured by a collision, he is not entitled to be indemnified by the company for any damage to person or property sustained by him.—*Canadian Pacific R. Co. & Johnson*, Dorion, Ch. J., Cross, Baby, Bossé, JJ., March 20, 1890.

Sale of goods by weight—Contract, when perfect—Art. 1474, C. C.—Damage to goods before weighing.

Held:—Reversing the judgment of TORRANCE, J., (M. L. R., 2 S. C. 395), TESSIER and BOSSÉ, JJ., dissenting, That where goods and merchandise are sold by weight, the contract of sale is not perfect and the property of the goods remains in the vendor, and they are at his risk, until they are weighed, or until the buyer is in default to have them weighed; and this is so, even where the buyer has made an examination of the goods, and rejected such as were not to his satisfaction.—*Hannan & Ross*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., May 23, 1890.

*SUPERIOR COURT—MONTREAL.**

Procedure—Art. 421, C.C.P.—Motion for judgment on verdict.

Held:—1. That the delay of "four days in term" mentioned in Art. 421, C.C.P., means four days of a term of the Court of Review.

2. That as motions for new trial or for judgment *non obstante veredicto* need not be made till the second day of the next term of the Court of Review following the tenth day after the rendering of the verdict, the party who has the right to make such motions can have the motion for judgment on the verdict continued till the last day of the aforesaid

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

delay if he demands it.—*Roy* v. *Canadian Pacific Railway Co.*, in Review, Johnson, Gill, Würtele, JJ., Oct. 23, 1889.

Costs—Interest on.

Judgment was rendered in February, 1889, in favor of plaintiff in the Superior Court, costs reserved. Upon appeal to the Court of Queen's bench, the judgment was reversed in November, 1889, and the action was dismissed with costs of both Courts in favor of defendants.

Upon taxation of the bill, defendants pretended that under Arts. 3598 and 5904, Rev. Stat., Quebec, interest was due on the Superior Court costs from the date of the judgment of the Superior Court, on the ground that the Queen's Bench judgment reversing was the judgment which the Superior Court ought to have rendered, and should be taken *nunc pro tunc.*

Held:—That interest was due on the Superior Court costs only from the date of the judgment of the Court of Queen's Bench.—*Fraser* v. *McTavish*, Mathieu, J., Jan. 10, 1890.

Jurisdiction—Licenses—R. S. Q. 1031, 1046—*Action for amount not exceeding* $200.

Held:—1. That although the jurisdiction of the Superior Court has been extended generally to actions between $100 and $200, which were formerly in the jurisdiction of the Circuit Court, Art. 1031 R.S.Q. which restricts the jurisdiction of the Superior Court, in actions for the recovery of fines and penalties under the License Act, to amounts exceeding $200, constitutes an exception to the general rule, and therefore the Superior Court has no jurisdiction in an action for penalties to the amount of $150.

2. Where the Superior Court exercises a jurisdiction not pertaining to it, such judgment is subject to review by the Court sitting in Review, and the absence of jurisdiction of the Court below may be raised for the first time when the case is in Review.

3. The depositions of witnesses, in actions for penalties for offences against the License Act, need not be taken in writing, unless there be a demand by one of the parties (R. S.Q. 1046).—*Crépeau* v. *Lafortune*, in Review, Johnson, Loranger, Würtele, JJ., April 30, 1889.

School discipline—Art. 245, *C.C.—Reasonable and moderate correction.*

Held:—That in the exercise of the right of "reasonable and moderate correction" permitted to the schoolmaster *in loco parentis* by Art. 245, C.C., no punishment is justifiable which may result in serious or permanent bodily injury to the pupil; and therefore where a teacher dragged a child of seven years by the ear, to compel him to kneel down, and the ear was so injured as to require medical attendance during several weeks, the school authorities were condemned to pay $50 damages, with costs of an action of $200.—*Lefebvre* v. *La Congrégation des Petits Frères*, Davidson, J., Oct. 9, 1890.

Patron—Ouvrier—Renvoi—Dommage.

Jugé:—Qu'un ouvrier engagé pour un temps fixé et à prix fait, qui est déchargé, sans raison suffisante, avant l'expiration de son engagement, a une action en dommages contre son patron, et que la mesure des dommages, dans ce cas, est le montant du salaire convenu pour tout le terme de l'engagement à partir de la date du renvoi.—*Bonneau* v. *Montreal Watch Case Co.*, Loranger, J., 12 mai 1890.

Prêt—Société—Action résolutoire—C. C. Art. 1831.

Jugé:—1o. Une convention par laquelle une des parties prête à l'autre une somme d'argent pour l'exploitation d'une entreprise commerciale, avec stipulation de participer dans les profits, ne constitue pas nécessairement un acte de société entre les parties contractantes.

2o. Quoique, d'après les termes de l'Art. 1831, C. C., et la jurisprudence, une telle convention entraîne avec elle la responsabilité de toutes les parties contractantes comme associés envers les tiers, néanmoins, si les droits des tiers ne sont pas en jeu, l'intention des parties doit déterminer si elles ont fait un contrat de prêt ou de société.

3o. Un acte rédigé dans les termes cités plus bas constitue un prêt et non un acte de société, et le prêteur a droit d'exiger le remboursement de son argent prêté dans une

action résolutoire tendant à faire annuler la convention.—*Rinfret* v. *May*, Taschereau, J., 5 mai 1890.

Municipalité—Livres de comptes—Heures de bureau.

Jugé:—1o. Que les livres de comptes du secrétaire-trésorier de toute ville régie par le chapitre 1er du Titre XI des Statuts Refondus de Québec, les pièces justificatives de ses dépenses, de même que tous les régistres et documents en sa possession comme archives du conseil, doivent être tenus ouverts à l'inspection de tout contribuable, les jours de bureau entre neuf heures du matin et quatre heures de l'après-midi;

2o. Qu'une résolution du conseil municipal d'une telle ville, fixant les heures de bureau de son secrétaire-trésorier de sept heures à dix heures du soir, est illégale, et sans effet comme contraire à l'Art. 4343 Statuts Refondus de la province de Québec.—*Vermette* v. *Ville de la Cote St. Louis*, Würtele, J., 8 juillet 1890.

DECISIONS AT QUEBEC.[1]

Répétition de l'indu—Arts. 1047, 1048, *C. C.*

Jugé:—Le curateur à une substitution qui, pour dégager des valeurs appartenant à la substitution et transportées à une banque par son prédécesseur, comme garantie accessoire du remboursement d'un emprunt fait pour son usage personnel, paie la somme ainsi empruntée, ne peut ensuite poursuivre la banque en répétition de l'indu. Des trois conditions nécessaires pour donner naissance à ce recours, savoir, le paiement, l'absence de dette et l'erreur dans le paiement, les deux dernières font défaut dans ce cas.—*Petry* v. *La Caisse d'Economie*, C.S., Larue, J., 1 oct. 1889.

Saisie-arrêt—Agent—Compensation.

The respondents, judgment creditors of one C. (defendant), took a seizure by garnishment in the hands of appellant, a notary, who declared that he owed C. nothing. On contestation of the declaration it appeared that appellant was bearer, as agent or attorney of the heirs D., of certain debentures, payable to bearer, on which arrears of interest were due; that a dividend on account of such arrears was declared and payable at the time of the garnishee's declaration, and was actually thereafter paid to him, and that C. was owner, to appellant's knowledge, of one half such arrears by transfer from certain of the heirs. It further appeared that C. was indebted to the heirs D. in a larger sum of money, which appellant set up in compensation against any sum he might, as their agent, have received for C.

Held:—That the attachment so made of C.'s monies in the hands of appellant was good and valid, appellant occupying *quoad* C. the the position of a third party, within the meaning of Art. 612, C.C.P., in whose hands an attachment could legally be effected. The compensation set up by appellant was a right which could be urged only by the heirs themselves, and not by their agent or attorney.—*Marcoux & Merchants Bank*, in appeal, Dorion, C.J., Cross, Baby, Bossé, JJ., (Cross, J., *diss.*), May 6, 1890.

Plainte insuffisante—Enonciation de l'offense—Compétence des Juges de Paix—Certiorari.

Jugé:—Une plainte contre un aubergiste "pour avoir tenu ouverte illégalement et n'avoir pas fermé, *après minuit*, la maison dans laquelle il était autorisé à vendre en détail des liqueurs enivrantes, etc.," n'énonce pas une offense prévue par la loi, et les juges de paix ne sont pas compétents à en prendre connaissance. La conviction déclarant que le défendeur a été trouvé coupable "d'avoir tenu ouverte illégalement et de n'avoir pas fermé, après minuit et jusqu'à cinq heures du matin, la maison, etc.," ne peut pas remédier à l'insuffisance de la plainte.

2. Une disposition statutaire qui enlève le recours par voie de *certiorari*, dans la version française étant restrictive, est non avenue si elle est contredite par la version anglaise du statut.

3. Lors même que le *certiorari* est enlevé expressément, il doit être accordé pour défaut de juridiction dans le tribunal inférieur.—*Nadeau* v. *Corporation de Lévis*, C.S., Larue, J., 22 fév. 1890.

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[1] 16 Q. L. R.

Saisie-arrêt en mains tierces—Insolvabilité du défendeur—Dépôt en Cour de la somme saisie pour distribution entre les créanciers.

Jugé:—Le jugement rendu sur une contestation de la déclaration d'un tiers-saisi, qui condamne ce dernier parce que, lors de la signification de la saisie-arrêt, il avait en mains une somme d'argent que le défendeur, en état de déconfiture à sa connaissance, lui avait payée par préférence frauduleuse à ses autres créanciers, ne peut pas attribuer le montant de la condamnation au demandeur saisissant et contestant; mais doit ordonner le dépôt de cette somme au greffe pour distribution entre les créanciers du défendeur.—*Lacoursière* v. *Lefebvre*, en révision, Casault, Routhier, Andrews, JJ., 28 fév. 1890.

Pétition de droit—Amendement—Sentence arbitrale—Acquiescement conditionnel.

Jugé:—1. Lorsque le lieutenant-gouverneur a ordonné que *droit soit fait* sur une pétition de droit, le tribunal qui en est saisi peut permettre qu'elle soit amendée, et il n'est pas nécessaire, après un tel amendement, qu'elle soit soumise de nouveau au lieutenant-gouverneur;

2. Une partie à un arbitrage qui accepte conditionnellement le montant de la sentence arbitrale, acquiesce par là même à cette sentence, et est liée par elle tant que la condition à laquelle elle a accepté ne se réalise pas;

3. La condition à laquelle un entrepreneur, qui a soumis sa réclamation contre le gouvernement de la Province à des arbitres (d'autres entrepreneurs étant dans le même cas et ayant fait de même) accepte le montant de la sentence étant "that if from any "cause the government should conclude to "re-consider or re-open to any contractor "... the matters in dispute, or any "award or claims made by them .... "the same privilege will be extended to "you," n'est pas réalisée par le fait qu'un de ces autres entrepreneurs a obtenu du lieutenant-gouverneur un ordre que *droit soit fait*, sur une pétition de droit qu'il a présentée pour faire valoir sa réclamation.—*McDonald* v. *Reg.*, C.S., Caron, J., 27 mai 1890.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER VII.

OF REPRESENTATION AND WARRANTY.

[Continued from p. 367.]

§ 206. *Misstatement in Application.*

In *Houghton* v. *Manufacturers Ins. Co.*,[1] the insured was insured after an application, which had annexed to it various questions, to which answers were expected. The policy contained a condition that if any representations in the application were not true (so far as material to the risk), or if the circumstances affecting the risk should be changed without consent of the assurer, so as to increase the risk, the policy shall be void.

To one question the insured answered, "No watch is kept in or about the building, but the mill is examined 30 minutes after work." 1. Application and answers held part of the policy. 2. Answers held representations rather than warranties; 3. Further held that the representation as to practices observed and the precautions taken to guard against fire amounted to a stipulation that such modes should continue to be adopted during the term of insurance; and a discontinuance of them would render the policy void under the proviso therein respecting alterations or changes in circumstances affecting the risk. The mill was worked extra hours sometimes; then the insured was bound to have examination made 30 minutes after that extra work. § 153, Angell.

In New Hampshire, by Genl. St. ch. 157, *misstatement* in application will not avoid policy if unaccompanied by fraud, and knowledge of insurer's agent of insured's true title, is waiver of condition in policy avoiding it for inaccurate statement.—*Ib.*

"A watchman kept on the premises," in the description, &c., in the policy, makes a warranty; per Shaw, C.J., in *Crocker's* case.[2] But that does not involve a constant watch, says the Chief Justice. What is meant? says the Chief Justice. His answer is: "What is usual, reasonable watching, as much as cus-

[1] 8 Metcalfe, 114.
[2] 8 Cushing.

tomary in like establishments, evidence of usage must be admitted."

In the *Glendale* case, the question was put: "*During the night*, is there a watchman?" *A.*—There is a watchman nights. This was held to mean during night—always. That involved more obligation than *Crocker's* case (so the two decisions may stand).

§ 142, Angell says the application with questions and answers forms part of the policy. Is there a watchman in the mill during the night? Answer—"There is a watchman nights." The mill was burnt at night while no watchman was there. Held, a warranty broken, very properly. *Glendale Manufacturing Co.* v. *Prot. Ins. Co.*[1]

This is better law than that in 22 Conn. R. *Shelden* v. *Hartf. F. I. Co.*, or than the case in which the policy, stipulating "Watchman kept on the premises," did not require the constant keeping of a watchman; but only at times as men ordinarily careful kept, &c.; *Crocker* v. *Peoples M. F. I. Co.*, 8 Cushing, R. (in which *usage* of similar establishments was, improperly, allowed to be proved).

In the questions and answers before policy, "watchman to be kept at all times," &c., was promised. The sheriff seized the mill and locked it up, and the day after, it was burned. So the warranty about the watchman was not kept. The Court held the sheriff's seizure to be no excuse.[2]

The Court of Appeal of Ontario seem to hold that this is not a warranty for a continuance of employment of a watchman. *Worswick* v. *Canada Fire and Mar. Ins. Co.*, 3 Ontario App. Rep. of 1879.

A continuous practice to keep is not warranted here; it is a mere statement of a fact then existing. *Grant* v. *The Ætna*, so held in P. C. Many American cases hold it constructive warranty. *Ripley* v. *Ætna Ins. Co.*, 30 N.Y. See what is said in *Kentucky and Louisville Mutual Ins. Co.* v. *Southard*, cited in *May*, sec. 163. But if that description be given, and a condition prohibiting any change material to the risk, the withdrawal of the watchman would avoid the policy, *per* Moss, Ch.J., in *Worswick's* case; and this condition may be with a qualification, by addition of words such as "within the control or knowledge of the 'insured.'"—*Ib.*

Is there a watchman at night? Is the mill ever left alone? *Ans.*—No regular watchman, but one or two hands sleep in the mill. Held, a continuing warranty, under a warranty policy. *Blumer*, appellant v. *Phœnix Ins. Co.*, respondent (Wisconsin), 33 Am. R., A.D. 1879. The insurance company gained.

Though the present tense be used in such cases, warranty may often be seen. See notes on page 832, 33 Am. R. Yet the Courts do so only where the words and terms are such that no other construction is reasonable.

Where a policy describes house insured, and mentions how tenanted, and adds "not to be used as a coffee house," this makes a warranty, substantially; if a coffee house be established there, the policy will be avoided. So judged in a case in Missouri in 1852, Vol. 28, Hunt's M. Mag., *Lawless* v. *Tennessee M. & F.I. Co.* Would user as a coffee house, though discontinued before the day of the loss, avoid? *Semble*, it would.

If by a policy the assured warrant to cease distilling, (or, *semble*, use of a furnace; or use as a coffee house,) by a certain day, and do not, but do cease at a later date, but before the day of the fire; yet, if afterwards a fire happens, the insurers are free. (The insured kept secret an augmented risk during a time.) 1st part, p.344, Dalloz of 1856; and insurance in such case will be avoided as well as regards a building, as moveables in it.—*Ib.* And in 10 East's R. there is a case where a man insuring goods on a ship said she was to sail in a few days. She did not sail that month, yet he was held to have only represented what he believed about her time (intended) for sailing. That was a case of an owner of goods insuring in a ship not his, or under his control.

In *Bize* v. *Fletcher*,[1] the vessel insured was represented in writing as having had a complete repair, &c., and "intends to sail in September or October." She did not sail till 6th December; yet insurers, fighting the insured, did not pretend even that there had been *a warranty to sail* in September or October, and that that warranty had been broken.

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[1] 21 Conn. R.

[2] *First National Bank of Ballston Spa* v. *Ins. Co. of N.A.*, 7 Albany Law J., p. 187.

[1] 1 Dougl.

Again, in *Bize* v. *Fletcher* it was held that the insured might change his declared intention, as to course of a voyage, and go to Bengal.

WHIPPING AS A PUNISHMENT.

The first mention of whipping as a punishment occurs in the fifth chapter of Exodus, where we find that Pharaoh whipped the officers of the Israelites, when they did not furnish the required number of bricks which they were compelled to make every day.

In ancient times the Romans carried whiping, as a punishment, farther than any other nation, and their judges were surrounded with an array of divers kinds of whips well calculated to affright the offender who might be brought before them. The mildest form of whip was a flat leather strap, called the *ferula;* and one of the most severe was the *flagellum*, which was made of plaited ox-hide and almost as hard as iron.

Not only was flagellation in various forms used as a judicial punishment, but it was also a common practice to punish slaves by the same means. The Roman ladies were greater offenders and even more given to the practice of whipping their slaves than the men; for in the reign of the Emperor Adrian a Roman lady was banished for five years for undue cruelty to her slaves. The practice of whipping was in fact so prevalent that it furnished Plautus, in several cases, with incidents for his plots. Thus, in his "Epicidus," a slave, who is the principal character in the play, concludes that his master has discovered all his schemes, since he saw him in the morning purchasing a new scourge at the shop where they were sold.

From ancient times the use of whipping can be traced through the middle ages, down to, comparatively speaking, more modern times, when it is easier to find records of the use of the rod.

In Queen Elizabeth's time the whipping-post was an established institution in almost every village in England, the municipal records of the time informing us that the usual fee to the executioner for administering the punishment was "fourpence a head." In addition to whipping being thought an excellent corrective for crime, the authorities of a certain town in Huntingdonshire must have considered the use of the lash as a sort of universal specific as well, for the corporation records of this town mention that they paid eight pence "to Thomas Hawkins for whipping two people that had the smallpox."

In France and Holland whipping does not seem to have been so generally practised. The last woman who was publicly whipped in France by judicial decree, was Jeanne St. Remi de Valois, Comtesse de la Motte, for her share in the abstraction of that diamond necklace which has given point to so many stories.

In connection with the history of flagellation in France may be mentioned the custom which prevailed there (and also in Italy), in olden times, of ladies visiting their acquaintances while still in bed on the morning of the "Festival of the Innocents," and whipping them for any injuries, either real or fancied, which the victims may have done to the fair flagellants during the past year. One of the explanations given for the rise of this practice is as follows: On that day it was the custom to whip up children in the morning, "that the memory of Herod's murder of the innocents might stick the closer, and in a moderate proportion to act the cruelty again in kind." There is a story based upon this practice in the tales of the Queen of Navarre.

Among the Eastern nations the rod in various forms plays a prominent part, and from what we read China might be said to be almost governed by it. Japan is singularly free from the practice of whipping, but makes up for it by having a remarkably sanguinary criminal code.

Russia is, however, *par excellence*, a home of the whip and the rod, the Russians having been governed from time immemorial by the use of the lash.

Many of the Russian monarchs were adepts in the use of the whip, and were also particularly ingenious in making things unpleasant for those around them. Catherine II was so particularly fond of this variety of punishment (which she often administered in person), that it amounted almost to a passion with her. It is related that she carried this

craze so far that at one time the ladies of the court had to come to the Winter Palace with their dresses so adjusted that the Empress could whip them at once if she should feel so inclined.

While the instruments of torture used in Russia were of great variety, the most formidable "punisher" was the knout, an instrument of Tartar origin, and of which descriptions differ. In its ordinary form it appears to be a heavy leather thong, about eight feet in length, attached to a handle two feet long, the lash being concave, thus making two sharp edges along its entire length; and when it fell on the criminal's back it would cut him like a flexible double-edged sword. "Running the gauntlet" was also employed, but principally in the army. In this the offender had to pass through a long lane of soldiers, each of whom gave the offender a stroke with a pliant switch. Peter the Great limited the number of blows to be given to twelve thousand; but unless it were intended to kill the victim, they seldom gave more than two thousand at a time. When the offender was sentenced to a greater number of strokes than this, the punishment was extended over several days, for the reason above stated.

Whipping, after dropping out of sight for a time in England, was re-introduced in 1867, in order to put a check on crimes of violence. The law was so framed that the judges might add flogging at discretion to the imprisonment to which the offenders were also sentenced. The first instance of this punishment being used was at Leeds, where two men received twenty-five lashes each before entering their five and ten years' penal servitude for garrotting. The whip used in this instance was the cat-o'-nine-tails.

The whipping-post is also still used in some parts of this country, notably at Newcastle, Delaware, where the "cat" is still administered for minor offences. Judging from a whipping that the writer once witnessed, it appears to be a very mild form of punishment.—*American Notes and Queries.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 15.

Judicial Abandonments.

Béliveau & Archambault, importers, Montreal, Nov. 4.

Henriette Dompierre, milliner, Montreal, Nov. 8.

Evariste Gélinas, boot and shoe dealer, Montreal, Nov. 10.

Jean Hugues Gendron, trader, Sherbrooke, Nov. 11.

James Jessop, trader, Newport, County of Gaspé, Nov. 5.

Kenniburgh & Boyce, traders, Lachute, Nov. 11.

Larivée & Raymond, fish dealers, Montreal, Nov. 8.

Chas. A. O'Leary, contractor, Quebec, Nov. 12.

Curators appointed.

Re Eugène Arcand, St. Césaire.—A. Girard, Montreal, curator, Nov. 8.

Re P. Isaïe P. Boivin, Quebec.—N. Matte and D. Arcand, Quebec, joint curator, Nov. 7.

Re A. & P. Bourgeois.—C. Desmarteau, Montreal, curator, Nov. 3.

Re David Brady, plumber, Montreal.—David Seath, Montreal, curator, Nov. 5.

Re Arthur Demers.—A. F. Gervais, St. John's, curator, Nov. 12.

Re A. P. Desroches.—C. Desmarteau, Montreal, curator, Nov. 8.

Re Bruno Duperré, saddler, Quebec.—H. A. Bedard, Quebec, curator, Nov. 12.

Re Drolet & Co., boots and shoes, Quebec.—N. Matte, Quebec, curator, Nov. 5.

Re F. X. Gagnon, trader, Quebec.—H. A. Bedard, Quebec, curator, Nov. 10.

Re Hormidas & Wilfrid Landry, butchers, St. Scholastique.—H. Langlois, Ste. Scholastique, curator, Nov. 10.

Re F. X. Mercier, trader, Lévis.—H. A. Bedard, Quebec, curator, Nov. 10.

Re Louis Alarie Mongeau.—Kent & Turcotte, Montreal, joint curator, Nov. 8.

Re Adjutor Morissette, trader, Quebec.—H. A. Bedard, Quebec, curator, Nov. 13.

Re Damase Pageot, trader, St. Sylvestre.—H. A. Bedard, Quebec, curator, Nov. 13.

Re Prosper Patenaude.—G. H. St. Pierre, Coaticook, curator, Nov. 10.

Dividends.

Re David Latour.—First and final dividend, payable Dec. 2, C. Desmarteau, Montreal, curator.

Re D. & J. Maguire.—Dividend, payable Dec. 1, M. Kennedy, Montreal, curator.

Re L. H. Mineau, Louiseville.—First and final dividend, payable Dec. 4, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Etudienne Dubord dit Lafontaine, vs. Louis Charette dit Robert, trader, Montreal, Oct. 23.