The Legal News.

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In two recent cases in Ontario, *Broddy* v. *Stuart*, before Armour, J., Dec. 21, 1886, and *Clarkson* v. *Ontario Bank*, before Ferguson, J., Jan. 19, 1887, the question has been raised whether the local legislature has a right to pass an Act respecting assignments for the benefit of creditors. In the former case, the defendant demurred on the ground that the Act in question, 48 Vic. c. 26 (O.) was *ultra vires* of the Ontario legislature, being legislation concerning bankruptcy and insolvency. Armour, J., in overruling the demurrer, remarked: "How can it be said that this Act deals with insolvency when there is no compulsory liquidation, no enforced taking of a debtor's estate from him for distribution among creditors, no proceedings *in rem*, and no discharge of the debtor?" Ferguson, J., followed this decision in the case of *Clarkson* v. *Ontario Bank*.

The mode in which a record has been preserved during eight centuries is not without interest. That is the period during which the great survey known as the "Domesday Book" has been handed down from generation to generation. The first place of deposit of this venerable record, according to *Time*, appears to have been the royal treasury at Winchester Cathedral, but from a notice in the "Dialogus de Scaccario," it seems to have afterwards become the inseparable companion of the royal seal. It is not known when it was deposited in the exchequer at Westminster, where it was kept in an iron chest (still preserved), under three locks and keys in the charge of several officials of the Exchequer. In 1696 it was removed to the Chapter House, and from there it was finally taken to its present home in Fetter Lane, where it is in the care of an official specially charged with its custody. The old binding of wood, covered with leather and ornamented with brass, is still kept; but the volumes have been put into modern bindings of leather with silver fittings, and are carefully preserved under glass. No printed edition of this great work appeared until the year 1783, when it was issued under the direction of the Record Commission in two large volumes. In 1862-65 an edition in fac simile of the survey of each county was published under the direction of Sir Henry James, of the Ordnance Survey.

The Massachusetts Supreme Court, in a late case of *Commonwealth* v. *Lynes* (7 East. Rep. 862), holds that it is no objection to the competency of a child to testify, that the child was instructed in the nature of an oath after the adjournment of the Court on the previous day, in order to qualify her as witness in the particular case. The practice upon this question has varied. In *R.* v. *Williams*, 7 Car. & P. 322, it was held that before a child is examined as a witness, the judge must be satisfied that the child feels the binding obligation of an oath from a general course of religious education. This case, observed Gardner, J., in the *Lynes* case, has been criticised and has not generally been followed. In *R.* v. *Nicholas*, 2 Car. & K. 246, Pollock, C. B., refused to put off the trial in order that a child of six years might receive instruction, but said that in the case of children of nine, ten or twelve, whose religious education had been neglected, a postponement of the trial might be proper. In the English practice it is usual for a judge to examine an infant as to his competency, before going before the grand jury, or before proceeding to trial, and if found incompetent for want of proper instruction, it is in his discretion to put off the trial, in order that the party may in the meantime receive such instruction as may qualify him to take an oath. Rosc. Crim. Ev. 114; 2 Russ. Cr. 590; 1 Stark. Ev. (2d ed.) 94; *R.* v. *White*, 1 Leach 430; 2 Bac. Abr. 577; *R.* v. *Baylis*, 4 Cox C. C. 23.

Referring to the Sovereign's influence in the constitution, the *Law Journal* says:—"When the 'great Anna,' a sovereign of no very distant date, did 'sometimes counsel take' at Hampton Court and elsewhere, she

presided over the meetings of her Cabinet Council. When George I. arrived, he did not attend, because he did not understand English. From this accident arose the convenient practice of the sovereign leaving his Cabinet to consult, unembarrassed by his presence; but still the Cabinet Council is the Council of the Cabinet of the sovereign, in which the influence of the sovereign not only may, but is required by the Constitution to be felt. In 'Kin Beyond Sea,' published in 1878, Mr. Gladstone well expressed the relation of the sovereign to the Cabinet:—

> In the face of the country, the sovereign and the ministers are an absolute unity. The one may concede to the other, but the limit of concession by the sovereign is at the point when he becomes willing to try the experiment of changing his government; and the limit of concession by the ministers is at the point when they become unwilling to bear what in all circumstances they must bear, while ministers, the undivided responsibility of all that is done in the Crown's name. But it is not with the sovereign only that the ministry must be welded into identity.

And so on, in another passage, reproduced in 'Gleanings of Past Years,' Mr. Gladstone says:—

> There is not a doubt that the aggregate of direct influence normally exercised by the sovereign upon the counsels and proceedings of her ministers is considerable in amount, tends to permanence and solidity in action, and confers much benefit on the country, without in the smallest degree relieving the advisers of the Crown from their undivided responsibility. It is a moral, not a coercive, influence. It operates through the will and reason of the ministry, not over or against them. It would be an evil and a perilous day for the monarchy were any prospective possessor of the crown to assume, or claim for himself, final or preponderating, or even independent power, in any one department of the State.

If the Cabinet Council do not feel the influence which it is the Queen's duty to exert, they must possess singular powers of resistance to the weight of the opinions of the one person in England who has been in office continuously for fifty years, and who has had more experience in politics than any of her advisers."

SUPERIOR COURT.

QUEBEC, May 21, 1886.

Before CASAULT, J.

GILBERT v. MINGUY.

Bailleur de fonds—Re-registration—C. C. 1092.

When, in a deed of sale of an immoveable, the price has been made payable by instalments, with a bailleur de fonds hypothec, enregistered before the promulgation of the cadastre, there being no obligation, imposed by the deed of sale on the purchaser, to renew the bailleur de fonds hypothec after the cadastre should be promulgated:

HELD:—1. *That the act of the purchaser, in creating a hypothec on the immoveable, which hypothec had been enregistered before the promulgation of the cadastre and had been renewed after such promulgation, and the purchaser's omission to renew the bailleur de fonds hypothec,—had not diminished the security of the bailleur de fonds creditor, and had not rendered immediately payable, under art.* 1092 *of the C. C., the instalments then not payable of the purchase-money;*

2. *That, in the absence of an express covenant, in a deed of sale of an immoveable with bailleur de fonds hypothec, to the effect that the purchaser shall renew the bailleur de fonds hypothec, he is not obliged to do so;*

3. *That an oral promise to so renew the hypothec, made after the execution of the deed of sale, would only give rise to an action of damages, if damages there should be, and caused by such failure to renew.*

The judgment is as follows:

"Considérant que, pour que le défendeur ne puisse pas réclamer le bénéfice du *terme*, il faut non seulement qu'il n'ait pas procuré, au créancier, des suretés qu'il aurait promises, mais qu'il ait diminué, par son fait, les suretés qu'il lui aurait données par son contrat;

"Considérant que le défendeur, en donnant à la Banque Nationale, pour la dette qu'il lui devait, une hypothèque sur la propriété qu'il avait acquise du demandeur, n'a pas diminué les suretés qu'il avait données, au dit demandeur, par son contrat d'acquisition, et que, si ces suretés sont diminuées, ce n'est que parce que le dit demandeur *n'a pas enregistré sa créance*, tandis que la Banque Nationale *a enregistré* la sienne;

"Considérant que si le défendeur s'était obligé de faire enregistrer la créance du demandeur, les faits allégués et prouvés ne lui donneraient qu'un recours en dommages, si le cas y échet;

"Considérant que l'obligation alléguée, comme en étant une de la vente même, n'est pas écrite au contrat qui la constate;

"Considérant que les termes, réclamés par le demandeur, n'étaient pas dus, lorsqu'il a pris son action;

"Considérant que le compte produit par le demandeur ne comprend pas les taxes comme témoin qu'il devait au défendeur, et que la quittance générale qui s'y trouve ne peut s'appliquer à d'autres dettes que celles résultant des comptes pour ouvrages et fournitures;

"Considérant que le demandeur était endetté envers le défendeur, lors de l'institution de son action, en trois diverses sommes, pour taxe du dit défendeur comme son témoin, se montant à $9.40, somme qui était liquide et exigible, et que les intérêts alors dus au dit demandeur étaient compensés et éteints par la dite somme, qui les excède;

"Renvoie l'action du dit demandeur, avec dépens distraits en faveur de Joseph P. Roy, écuier, procureur du dit défendeur."

Ignace Aubert, for plaintiff.

Joseph P. Roy, for defendant.

(J. O'F.)

COUR DE CIRCUIT.

MONTRÉAL, 7 février 1887.

Coram GILL, J.

FRASER v. NICHOLSON.

Exception à la forme—Offres réelles acceptées—Avis de plaider—Exception de paiement.

Le 11 octobre 1886, Adam B. Fraser poursuivit Thomas W. Nicholson en recouvrement d'une somme de $59.27 due pour épiceries. Le défendeur comparut et plaida par exception à la forme que le bref d'assignation était entaché de nullité parce qu'il ne contenait ni les noms, qualité et domicile du demandeur, ni les noms et domicile du défendeur; qu'il ne contenait même pas la mention du jour où le sceau de la Cour avait été apposé ni celle du jour où le bref devait être rapporté.

Le 20 novembre suivant, le défendeur, par le ministère de M. J. Arcas Dorval, N. P., offrit la somme réclamée: $59.27 sans frais. Le notaire reçut la réponse suivante: "*I "hereby accept the said sum of* $59.27 *as offered "to me by these presents, and give full receipt of "all claim against the said Nicholson, and I "signed after reading hereof.*

"(Signed,) ADAM B. FRASER,
"M. J. A. DORVAL, N.P."

Le 22 novembre, le demandeur requit le défendeur de plaider au fond, ce qu'il fit le 23 suivant, en produisant une exception de paiement.

Voici le jugement:—

"Jugement rejetant exception à la forme, en autant que le paiement effectué le 20 novembre 1886, sans aucune réserve par le défendeur, était un abandon de tous les droits qu'il pouvait avoir par suite de la dite exception, sans frais sur la dite exception, le demandeur ayant accepté le paiement aussi sans faire aucune réserve; mais attendu que le demandeur a mal à propos requis le défendeur de plaider au fond après avoir accepté paiement sans réserve et que le défendeur, pour éviter une condamnation par défaut qui aurait pu intervenir contre lui, était tenu de produire la défense au fond qu'il a produite, condamne le dit demandeur à payer les dépens sur la dite défense au fond, distraits à MM. Lavallée & Olivier, avocats du défendeur."

Augé & Lafortune pour le demandeur.

Lavallée & Olivier pour le défendeur.

(L. A. L.)

CIRCUIT COURT.

MONTREAL, Feb. 4, 1887.

Before GILL, J.

WALKER v. WEBB.

Sale of goods—Liability.

Action in assumpsit, for goods sold.

Plea, that the articles were purchased by one W., who was with defendant at the time of the sale. That defendant had a contract with W., by the terms of which the latter was to purchase these goods.

PER CURIAM.—Credit was given to defendant, not to W. The plaintiffs had no knowledge of the contract, and defendant tacitly

admitted at the time that he was the purchaser.

Judgment for plaintiff.

Hague & Hague, for the plaintiff.
G. F. Cooke, for the defendant.
(F. H.)

APPEAL REGISTER—MONTREAL.

Saturday, January 15.

McKinnon & Keroack.—Petition that cause be heard by privilege.—Granted, the appellant being in jail under *capias*.

Canadian Pacific Railway Co. & McRae.—Motion to dismiss appeal, the judgment appealed from not being final.—Granted. Motion of appellants for leave to appeal, granted.

Monday, January 17.

Morris v. *Cassils et al.*—Heard on motion for leave to appeal from interlocutory judgment.—C. A. V.

Cantin & La Banque d'Hochelaga, & Fair.—Motion that the proceedings in this case be suspended until similar causes between the same parties be ready for hearing.—C. A. V.

Ex parte Hoke.—Petition for *habeas corpus*.—Heard on preliminary objection, that a similar application had already been made to two of the judges of the Court in Chambers, and had been rejected.—C. A. V.

McKinnon & Keroack.—Heard on merits.—C. A. V.

Moss & La Banque de St. Jean.—Hearing commenced.

Tuesday, January 18.

Cantin & La Banque d'Hochelaga.—Case postponed until Monday next.

Morris v. *Cassils et al.*—Motion of Cassils for leave to appeal rejected.

Ex parte Hoke.—Preliminary objection rejected; writ of *habeas corpus* ordered to issue.

Wilson & Globensky.—Appeal dismissed, the appellant not having proceeded.

Astor & Rose.—Motion for leave to appeal from interlocutory judgment rejected.

Moss & La Banque de St. Jean.—Hearing on merits concluded.—C. A. V.

Beaudry & Dunlop.—Heard on merits. C. A. V.

McDonald & Canada Investment & Agency Co.—Heard on merits.—C. A. V.

Allan & Pratt.—Part heard on merits.

Wednesday, January 19.

Brewster & Mongeon.—Judgment reversed.

Leclaire & Dessaint.—Judgment confirmed.

Reinhardt & Davidson.—Judgment confirmed.

Beaudry & Courcelles Chevalier.—Motion for substitution granted by consent.

Ross et al. & Fontaine, and three other respondents.—Heard on motions for leave to appeal from interlocutory judgment.—C. A. V.

Ross et al. & Brulé.—Heard on motion for leave to appeal from judgment dismissing opposition.—C. A. V.

Ex parte Hoke.—Part heard on petition for *habeas corpus*.

Thursday, January 20.

Picault & Guyon Lemoine.—Motion for dismissal of appeal.—*Rayée*, the parties not being present.

Ex parte Hoke.—Hearing on petition for *habeas corpus* concluded.—C.A.V.

Allan & Pratt.—Hearing on merits concluded.—C.A.V.

Webster & Dufresne.—Two appeals, 125 and 60. Heard *de novo*.—C.A.V.

Cie. de Navigation de Longueuil & Cité de Montréal, & Taillon, Atty.-Gen.—Part heard on merits.

Friday, January 21.

Ross & Fontaine, Locke, Mayrand, and Foucher.—Motions for leave to appeal in four cases, granted.

Ross & Brulé.—Motion for leave to appeal, granted.

Cleveland & Exchange Bank.—Judgment reversed.

Normandin & Berthiaume.—Judgment confirmed.

Normandin & Lachambre.—Judgment confirmed.

Hutchinson & Ingram.—Judgment confirmed.

Papineau & La Corporation de Notre Dame de Bonsecours.—Judgment confirmed, Tessier, J., *diss.*

Cie. de Navigation de Longueuil & Cité de Montréal & Taillon.—Hearing on merits concluded.—C.A.V.

Griffin & Merrill.—Heard *de novo*.—C.A.V.

Exchange Bank & Carle.— Submitted *de novo* on factums.—C.A.V.

Cooper & McIndoe.—Part heard on merits.

Saturday, January 22.

Ex parte Hoke.—Petition for *habeas corpus* rejected, and prisoner remanded, to be delivered to the U. S. Government under the commitment of C. A. Dugas, Esq., Commissioner of Extradition.

Cooper & McIndoe.— Hearing on merits concluded.—C.A.V.

Gifford & Harvey.— Heard on merits.—C.A.V.

Evans & Foster.—Heard on merits.—C.A.V.

Monday, January 24.

Griffin & Merrill.—Judgment confirmed.

Cie. de Navigation de Longueuil & Ville de Longueuil.—Motion for dismissal of appeal.—Granted for costs only.

Cantin & La Banque d'Hochelaga & Fair.—Heard on merits.—C.A.V.

Leroux, Elie, & Duval, appellants, *& Prieur*, —Heard *de novo*.—C.A.V.

Tuesday, January 25.

Laviolette & Corporation de Napierville.—Heard *de novo*.—C.A.V.

Corporation of Sherbrooke & Short.—Submitted *de novo* on factums.—C.A.V.

Leduc & Beauchemin.—Heard *de novo*.—C.A.V.

Weir & Winter.—Heard *de novo*.—C.A.V.

Ex parte Norman.—Heard on petition for *habeas corpus*.—C.A.V.

Blondin & Lazotte.—Heard on merits.—C.A.V.

Wednesday, January 26.

Hodgson & La Banque d'Hochelaga.—Judgment confirmed. Motion for leave to appeal to Privy Council, granted.

Ex parte Norman.—Petition for writ of *habeas corpus* rejected.

Rhode Island Locomotive Works & South Eastern Railway Co.—Nos. 35 & 36. Heard on petition for correction of judgment of Dec. 31, 1886.—C. A. V.

Papineau & La Corporation de la Paroisse N. D. de Bonsecours.— Heard on motion for leave to appeal to Privy Council.—C. A. V.

Burroughs & Wells.—Heard on merits.—C. A. V.

Brodeur & La Cie. du Chemin de fer du Sud Est.—Appeal dismissed, the appellant making default.

South Eastern Railway Co. & Guevremont.—Heard on merits.—C. A. V.

Taylor & Gendron.—Heard on merits.—C. A. V.

Corporation des Commissaires d'Ecole d'Hochelaga & Cie. des Abattoirs de Montréal.—Heard on merits.—C. A. V.

Thursday, January 27.

Rhode Island Locomotive Works & S. E. Railway Co.—Petition for correction of judgment granted, without costs.

McKinnon & Kerouack.—Judgment confirmed, Cross, J., *diss.*

McConnell & Millar.—Motion for leave to appeal from interlocutory judgment, rejected.

Birabin St. Denis & Lombard.—Appeal dismissed, the appellant not having proceeded.

Silberstein & Bury.—Do.

Walters & St. Onge.—Do.

Molsons Bank & Hughes.—Do.

Lewis & Walters.—Do.

Bryson & Synod of Diocese of Montreal.—Do.

Scott & Prudhomme.—Do.

O'Brien & Semple.—Heard on merits.—C. A. V.

Gault & The Exchange Bank of Canada.—*Acte* granted to appellant of *désistement* from appeal.

The Court adjourned to February 22.

RAILWAY DECISIONS.

TORONTO, May 28, 1886.

Before O'CONNOR, J.

TAYLOR v. THE ONTARIO AND QUEBEC RAILWAY CO. (11 Ont. P. R. 371.)

Award — Interest — Consolidated Railway Act 1879 (*D*).

Money was paid into a Bank under Consolidated Railway Act 1879 (*D*), *sec.* 9, *subsec.* 28, *and an order for immediate possession of lands expropriated by the Company was made by a Judge under the sub-section, and an award of compensation was made subsequently.*

HELD, *That the landowner was entitled to interest on the amount awarded him only at the rate allowed by the Bank on the money paid in, and not at the legal rate.*

The Ontario and Quebec Railway Company, in order to obtain immediate possession of three parcels of land in the Township of York, for their right of way, before the amount of compensation therefor was ascertained by arbitration, on the 12th April 1883, paid the sum of $9,000 into the Canadian Bank of Commerce, to the joint credit of the Company and the land-owners (Messrs. Taylor Bros.) under an order made by the County Court Judge, under subsec. 28, sec. 9 of the Consolidated Railway Act, 1879 (D); the Solicitor for the Taylors appearing and consenting thereto.

This deposit of $9,000 bore interest at the rate of 4 per cent, until 15 October 1885, when the rate was reduced by the Bank to 3 per cent.

In one of these cases, that of George Taylor, an award was made and afterwards set aside by Cameron, J. (6 O. R., p. 338.) Another award was subsequently made, and O'Connor, J., ordered payment of the amount of it out of the deposit in the Bank.

On settling the order, a dispute arose as to the rate of interest to be allowed on the award; the Company contending that they were only called upon to pay Bank interest, while Taylor claimed interest at six per cent.

It appeared from the evidence on the motion for payment out, that the Arbitrators in their award had allowed interest at six per cent for two years from the time of taking possession of the lands by the Railway Company, and included it in their award.

John Leys, for Taylor:—The arbitrators have allowed 6 per cent, that rate must now govern. Taylor has been kept out of his money by prolonged litigation through no fault of his own, and is entitled to legal interest.

The Railway Act contemplates payment of legal interest, see subsec. 33 of sec. 9, where the words "the interest" occur. (O'Connor, J.—If the expression was "interest" only, I should agree with you). I refer to *MacDonald* v. *Worthington*, 8 P. R. 154; *Sinclair* v. *G. E R. W. Co.*, L. R., 5 C. P. 391.

Angus MacMurchy, for the Ontario and Quebec Railway Company:—The cases cited do not apply to this case, where the Court has jurisdiction under the Railway Act. In cases such as the present one, the principle was laid down by Mowat, V. C., in *Great Western R. W. Co.* v. *Jones*, 13 Gr. 355. The $9,000 here was appropriated by the Company with notice to the Taylors for payment of the compensation to be subsequently ascertained; it has lain in the bank ever since, and the Company should not, while losing the difference between Bank and legal interest on the balance remaining after the compensation is paid, be compelled to pay such difference on the other moiety to the land owner. The case cited has been followed by Galt, J., in Re Lea and Ontario and Quebec R. W. Co., 21 C. L. J. 154, where the same question came up as here. For an analogous decision under the Public Works Act, see Wilkinson v. Geddes, 3 S. C. R. 216.

O'CONNOR, J.—I have no doubt as to the order I should make regarding the interest. While there is sufficient in the Bank to cover the amount awarded, I do not see why the Railway Company should be compelled to pay a higher rate than the fund earns in the Bank. If an award is made hereafter in another case for more than the amount in the Bank, such a case can be dealt with then. In this case there is sufficient to satisfy the award, and the cases cited by counsel for the Railway Company support this view.

Order made allowing Bank interest on the amount of the award.

Before BOYD, C.

TORONTO, July 2, 1886.

PHILBRICK v. ONTARIO AND QUEBEC RAILWAY CO. (11 P. R. 373.)

Award—Interest — Consolidated Railway Ac 1879 (D).—*Arbitrators fees— Summary order.*

An order was obtained for immediate possession of land, under the Consolidated Railway Act, 1879 (D), and money was paid into the Canadian Bank of Commerce under the same Act by the company.

HELD:—*That the land-owner was entitled to interest upon the amount subsequently*

awarded him from the date of the award, only at the rate allowed by the bank upon a deposit, and not at the legal rate of six per cent.

Re Lea 21 C. L. J. 154, *followed.*

In the litigation that ensued it was determined that neither party was entitled to the costs of arbitration under the Statute; but the company, in order to take up the award, paid the whole of the arbitrators' fees.

HELD:—*That a summary order could not be made to recoup the company for one half the fees, out of the moneys payable to the land-owner, and such order was refused, without prejudice to an action for the same purpose.*

This was an application made on behalf of the land-owner Philbrick, for payment of the amount of an award made under the provisions of the Consolidated Railway Act 42 Vic. ch. 9, (D) under the following circumstances:

The company and the land-owner being unable to agree upon the amount of compensation to be awarded the land-owner for their right of way through his property, the former deposited the sum of $7,700 in the Canadian Bank of Commerce to the joint credit of the company and the land-owner, and thereupon obtained an order for immediate possession of the land required for their railway, from the County Court Judge under sub-sec. 28, sec. 9, of the Railway Act.

Subsequently an arbitration was had between the parties, and the arbitrators awarded the land-owner the sum of $3,516. Litigation was then commenced, respecting the question of the costs of the arbitration, both parties contending that they were entitled to them. The Supreme Court finally decided, however, that neither party was entitled to costs.

The company took up the award, and in doing so, were compelled to pay the arbitrators' fees. They offered to pay Philbrick the amount awarded, less half the arbitrators' fees, with interest upon the award at the rate paid by the Bank of Commerce, where the original amount of $7,700 was deposited.

The land-owner's motion was for payment to him of the total amount of the award, with interest at six per cent, without any deduction for arbitrators' fees.

Alfred Hoskin, Q.C., for the motion.

George Tate Blackstock, contra.

BOYD, C.—As to the claim of the proprietor to be allowed six per cent interest on the amount awarded to him from the date of the award, it is my duty to follow the case as decided by Galt, J., in Re Lea, 21 C. L. J. 154, which appears to me to be directly in point. I have not seen the text of that judgment, but I think that I would have reached the same conclusion independently of it. In this case an order was obtained for immediate possession of the land, under sec. 9, sub-sec. 28, of the Railway Act 1879, (D), and thereupon the fund in question was deposited in the Canadian Bank of Commerce. When the award was made, as it was not complained of by either party, it was competent for the proprietor to have applied for and obtained the amount then awarded to him under sub-sec. 28. Failing to do this, he should not seek to charge more than the bank rate of interest against the railway company.

It has been determined in this matter that neither party is entitled to costs of arbitration under the statute, but the company having taken up the award, and to do so, having paid the arbitrators' fees, now seek to have one half the amount of this disbursement deducted out of the money payable to the proprietor out of the fund It appears to me that I have no power to exercise a summary jurisdiction in this behalf. It is urged that natural justice requires that an order to recoup should be made, based on Marsack v. Webber, 6 H. & N. 1. It is answered that these sums paid the arbitrators, though technically costs of award, are yet covered by the general term of the statute "costs of arbitration," and to this the case of Re Walker 30 W. R. 703 (not cited) gives support. Difficult questions arise upon this question of contribution which are properly the subject of an action between the parties: Bates v. Townley, 2 Exch. 152. Besides this, the language of the

statute in sub-sec. 29 is adverse to my assuming any power of interference upon this application. It says no part of such deposit, &c., shall be paid to the owner or repaid to the company without a Judge's Order, "which he shall have power to make in accordance with the terms of the award." This to my mind demonstrates (having regard to the circumstances and decisions in this case) that the railway company must be left to action, and I dispose of this application without prejudice to such litigation.

The result is that I order the amount awarded to the proprietor with the accrued bank interest thereon to be paid out to him, and the balance of the fund, with accrued interest, to be paid out to the railway company. It is not a case for costs of this application.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 5.

Judicial Abandonments.

Angélique Normand and Maxime Lavigne (A. Normand & Cie), grocers, Hull, Dec. 21.

D. & J. Maguire, Quebec, Jan. 19.

Narcisse Pilotte, district of St. Francis, Jan. 17.

Curators appointed.

Re Théophile Bélanger, St. Jean Port Joli.—Kent & Turcotte, Montreal, curator, Jan. 14.

Re Robert G. Brown, Montreal.—John McD. Hains, Montreal, curator, Jan. 14.

Re Edward Carbray.—C. Desmarteau, Montreal, curator, Jan. 18.

Re Dame J. E. Vaine, milliner.—Seath & Daveluy, Montreal, curator, Dec. 18.

Re Louis Treffié Dorais, St. Grégoire.—P. E. Panneton, curator, Jan. 17.

Re A. J. Fortier & frère.—Kent & Turcotte, Montreal, curator, Jan. 17.

Re P. T. Gibb, wire manufacturer.—Seath & Daveluy, Montreal, curator, Dec. 27.

Re Auguste Grundler.—Kent & Turcotte, Montreal, curator, Jan. 15.

Re L. J. Guillemette & Cie.—John S. Brown, Montreal, curator, Jan. 14.

Re Kerman Hirshfield.—Seath & Daveluy, Montreal, curator, Dec. 16.

Re Renaud & Desjardins.—C. Desmarteau, Montreal, curator, Jan. 14.

Re Rivet & Picotte, hatters and furriers.—Seath & Daveluy, Montreal, curator, Dec. 31.

Re Pierre Rodier & Flavie Lavigne.—F. X. Bilodeau, Montreal, curator, Jan. 18.

Re John N. Smith.—J. J. Griffith, Sherbrooke, curator, Jan. 17.

Re S. St. Denis.—Kent & Turcotte, Montreal, curator, Jan. 15.

Dividends.

Re Elzéar Chouinard.—Dividend payable Feb. 8, Montefiore Joseph, Quebec, curator.

Re P. A. Labrie.—First and final dividend, S. C. Fatt, Montreal, curator.

Re Nathaniel Michaud, St. Eloi.—First and final dividend, payable Jan. 4, H. A. Bédard, Quebec, curator.

Re A. G. Morris, cigar dealer.—Dividend, Seath & Daveluy, Montreal, curator.

Re Charles Nelson, hardware merchant.—Dividend, Seath & Daveluy, Montreal, curator.

Re Cassils, Stimson & Co.—Second and final dividend, payable Feb. 1, Thos. Darling, Montreal, curator.

Canada Gazette, Feb. 12.

The Hon. Andrew Stuart, Chief Justice Superior Court, to be Administrator Province of Quebec, during the absence on leave of His Honor L. F. R. Masson, Lieutenant Governor.

GENERAL NOTES.

How William IV, of England, came to be called William is explained as follows in a recent work:—"The late King William," says Miss Lloyd to Mr. Hayward on March 20th, 1862, "honored my dear sister, Helen Lloyd, with his friendship and confidential intimacy from the time of her first introduction to him, when Duke of Clarence, to the day of his death. A very few days after the death of George IV., Helen met him at the house of Lady Sophia Sydney, with whom she was staying on a visit. She had heard him express strong preference for his second name, that of Henry, and says that as medals had been struck giving to Cardinal York the title of Henry IX., he wished to assume his undoubted right to that name. My sister familiarly asked him whether he was to be proclaimed King Henry or King William? 'Helen Lloyd,' he replied, 'that question has been the subject of a discussion in the Privy council, and it has been decided in favor of King William.' His Majesty added that the decision had been mainly influenced by an old prophecy (the existence of which he seemed not to have been previously aware of) to the effect that as *Henry VIII. had pulled down monks and cells Henry IX. would pull down bishops and bells.*

In a recent case, the Kentucky Court of Appeals, in deciding the claim of a woman to be licensed as a pharmacist, observed: "It is gratifying to see American women coming to the front in these honorable pursuits. The history of civilization in every country shows that it has merely kept pace with the advancement of its women. The Brahmin's wife was burnt with his dead body. The Mahomedan woman is a slave for the man. The husband of the English wife formerly had a right to chastise her; and by a fiction of law, her legal identity was completely absorbed in him. We are leaving mockeries behind us, and it is gratifying that these matters are now a long way in the past."