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Editor.—JAMES KIRBY, D.C.L., LL.D., Advocate.
1709 Notre Dame Street, (Royal Insurance Chambers, opposite the Seminary.)

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The Legal News.

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A curious claim of privilege was made by a solicitor in *Day* v. *Ward*, before the English Queen's Bench Division. An action for debt had been commenced against a solicitor in the Mayor's Court, whereupon the solicitor applied for a writ of *certiorari* for the removal of the action into the Queen's Bench Division, on the ground that he, as an officer of the Supreme Court of Judicature, had a right to the trial of any claim against him before the tribunal to which he was responsible. The Court, however, held that, as the Mayor's Court was an inferior Court within the meaning of the Solicitors' Act, 1843, s. 27, the defendant having signed the roll of attorneys practising there, was as much bound to be present in that Court as in the Supreme Court. His claim to privilege must fail, for were a writ of *certiorari* granted he would enjoy an immunity which previously prevailed only in Alsatia, since he would be able to set up his privilege of solicitor of the Supreme Court when sued in the Mayor's Court, and his privilege of attorney of the Mayor's Court when sued in the Supreme Court.

Not only the same questions are threshed over in the Courts generation after generation, but sometimes the very identical things crop up in a very singular fashion. Thus it happened at the last Devon Assizes that among the cases entered for trial was an action for the obstruction of a watercourse, in respect of which same watercourse an action for obstruction had been tried at the Devon Summer Assizes of 1786. To have tried the case over again, says the *Law Journal*, would have outraged historical continuity, and it was accordingly withdrawn. The leading counsel on one side at the trial a hundred years ago was Sergeant Rooke, afterwards a Judge of the Common Pleas. The fee marked on his brief was five guineas, a lower fee in proportion than would be expected by a circuit leader nowadays, even when we remember that beef was at that time threepence a pound. House rent, rates, and taxes have, however, increased in much greater proportion.

Rats in a ship, it is held by the English Court of Appeal, in *Pandorf* v. *Fraser*, are not a peril of the sea, but a danger to be guarded against by the master of the ship; and so, where rats gnawed through a metal pipe and allowed sea water to enter and spoil a portion of the cargo, the shippers of the goods were entitled to recover.

APPEALABLE CASES.

Appealable cases at the *chef-lieu* in the several judicial districts are removed into the Superior Court by 49-50 Vict. (Q.) chap. 18, assented to 21st June, 1886, which reads as follows:—

An Act to further amend article 1054, of the Code of Civil Procedure.

Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:—

1. Article 1054 of the Code of Civil Procedure is amended by inserting the following words at the beginning thereof: "except at the *chef-lieu* of each judicial district of the Province."

2. In consequence of the preceding amendment, all appealable cases commenced in the Circuit Courts at the *chef-lieu* of each judicial district of the Province, in which judgment has not been rendered, shall, from the date of the coming into force of this Act, cease to be within the jurisdiction of each such circuit court respectively.

3. The proceedings to be taken and judgments to intervene shall be taken and rendered before the Superior Court; and the books, archives and records of the Circuit Court, respecting any such case, shall belong to the Superior Court, and shall be thereto transmitted within a short delay.

4. Section 9 of the Act 34 Vict., ch. 4; section 31 of the Act 35 Vict., ch. 6; section 9 of the Act 47 Vict., ch. 8; and section 1 of the Act 48 Vict., ch. 23, are hereby repealed.

SUPREME COURT OF CANADA.

THE CANADA ATLANTIC RY. CO. and DANIEL C. LINSLEY (Plaintiffs), Appellants; and THE CORPORATION OF THE CITY OF OTTAWA and PIERRE ST. JEAN, Mayor, and THOMAS H. KIRBY, Treasurer of the said City of Ottawa (Defendants), Respondents.

On appeal from the Court of Appeal for Ontario.

Municipal Corporation—By-law—36 V., c. 48, Ont.—Bonus to Railway—Vote of Ratepayers on By-law for—Premature Consideration of By-law—Error in Copy submitted to Ratepayers—Signing and Sealing By-law—To be Passed by same Council.

A by-law was submitted to the Council of the city of Ottawa under 36 V., c. 48, for the purpose of granting a bonus to a railway then in course of construction, and, after consideration by the Council, it was ordered to be submitted to the ratepayers for their vote. By the notice published in accordance with the provision of the statute, such by-law was to be taken into consideration by the Council after one month from its first publication, on the 24th September, 1873. The vote of the ratepayers was in favour of the by-law, and on October 20th a motion was made in the Council that it be read a second and third time, which was carried, and the by-law was passed. The Mayor, however, refused to sign it on the ground that its consideration was premature, and on November 7th the same motion was made and the by-law was rejected. Nothing more was done in the matter until April 1874, when a motion was again made before the Council that such by-law be read a second and third time, which motion was, on this occasion, carried. At this meeting a copy only of the by-law was before the Council, the original having been mislaid, and it was not found until after the commencement of this suit. When it was found, it was discovered that the copy voted on by the ratepayers contained, by mistake of the printers, a date for the by-law to come into operation different from that of the original.

In 1883 an action was brought against the Corporation of the city of Ottawa for the delivery of debentures provided for by the city by-law, in which suit the question of the validity of the whole proceedings was raised.

Held:—Affirming the judgment of the Court below (12 App. R. 234):

1. That the vote of October 20th, 1873, was premature, and not in conformity with the provisions of Sec. 231 of the Municipal Act, and that the Mayor properly refused to sign it, and that without such signature the by-law was invalid under Sec. 226.

2. That the Council had power to consider the by-law on November 5th, 1873, and the matter was then disposed of.

3. That the proceedings of April 7th, 1874, were void, for two reasons—One, that the by-law was not considered by the Council to which it was first submitted, as provided by Sec. 230, which is to be construed as meaning the Council elected for the year and not the same corporation; and the other reason is, that the by-law passed in 1874 was not the same as that submitted, there being a difference in the dates.

Semble—That the functions of a municipality in considering a by-law after it has been voted on by the ratepayers are not ministerial only, but the by-law can be confirmed or rejected irrespective of the favourable vote.

McCarthy, Q.C., O'Gara, Q.C. & Gormully, for appellants.

McTavish for respondents.

Appeal dismissed with costs.

GEORGE J. TROOP and WILLIAM J. LEWIS (Plaintiffs), Appellants; and THE MERCHANTS' MARINE INSURANCE COMPANY (Defendants), Respondents.

On appeal from the Supreme Court of Nova Scotia.

Marine Insurance—Insurance on Freight—Constructive Total Loss—Abandonment—Repairs by Underwriters.

A vessel proceeding on a voyage from Arecibo to Acquim, and thence for New York, encountered heavy weather, was dismasted, and towed into Guantanamo. The underwriters of the freight sent an agent to Guantanamo to look after their interests, and the master of the vessel, under advice from the owners, abandoned her to such agent, and refused to assist in repairing the damage

and complete the voyage. The agent had the vessel repaired and brought her to New York with the cargo.

In an action to recover the insurance on the freight.

Held, reversing the judgment of the Court below, that there being a constructive loss of the ship, the action of the underwriters in making the repairs and earning the freight would not prevent the assured from recovering.

Graham, Q.C., for appellants.

Henry, Q.C., for respondents.

Appeal allowed, with costs.

JAMES FLANAGAN and JOANNA FLANAGAN, his wife, (Defendants) Appellants, and JOHN DOE, on the demise of GILBERT R. ELLIOTT and ISABELLA, his wife, CYRUS LOWELL and LYDE L., his wife, JOHN T. GAMBLE, TERESA GAMBLE and LILLIE GAMBLE, (Plaintiffs) Respondents.

On appeal from the Supreme Court of New Brunswick.

Assessment on real estate—In name of occupier—Description as to persons and property—Cons. Stats. (N.B.), ch. 100, sec. 16—Several assessments in one warrant—Illegal assessment in.

The Consolidated Statutes of New Brunswick, sec. 16 of ch. 100, Cons. Stats. of New Brunswick, relating to rates and taxes, provides that "real estate, where the assessors cannot obtain the names of the occupier or person having ostensible control, but under such description as to persons and property * * * as shall be sufficient to indicate the property assessed, and the character in which the person is assessed."

J. G., the owner of real estate in Westmoreland County, N. B., died, leaving a widow who administered to his estate and resided on the property. The property was assessed for several years in the name of the estate of J. G., and in 1878 it was assessed in the name of "Widow G."

Held, affirming the judgment of the Court below, that the last named assessment was illegal, as not comprising such description of persons and property as would be sufficient to indicate the property assessed, and the character in which the person was assessed.

Where a warrant for the collection for a single sum for rates for several years, included the amount of an assessment which did not appear to be either against the owner or the occupier of the property:

Held, affirming the judgment of the Court below, that the inclusion of such assessment would vitiate the warrant.

Appeal dismissed with costs.

Borden for appellants.

Barry Smith for respondents.

WINDSOR HOTEL COMPANY v. CROSS.

Promise to pay a cessionnaire without reserve—Garant—Compensation, plea of—Interest, Agreement as to.

On the 28th June, 1877, the appellants entered into an agreement before Hunter, N.P., by which, without any reserve, they acknowledged to owe and promised to pay certain sums of money (amongst others) to one Mrs. L., transferee of one of the vendors of the property upon which the appellant company's hotel is now built, and who had sold with warranty. Subsequently Mrs. L., on the 15th June, 1880, by notarial deed transferred to the respondent the balance payable to her, and the transfer was duly signified to the company. In 1883 the respondent sued the appellants for $2,231.37, the balance then due her, and the interest under said deeds. To this action the appellants pleaded, *inter alia*, that interest was due from 1st July, 1881, only, the parties having agreed to waive the right to exact interest until the net revenue of the hotel should be sufficient to pay the annual liability for interest, insurance, &c., which was the case only from the 1st July, 1881, and that they were entitled to oppose in compensation a larger sum paid to the Corporation of Montreal for assessment imposed under 42 & 43 Vic., cap. 53 (P.Q.), which statute was passed after the purchase. To this the respondent replied that the appellants had accepted Mrs. L. as a new creditor delegated to receive payment, and had waived all pretension or grounds which they might set up against their vendors, and that all assessments imposed or attempted to be imposed prior to 42 & 43 Vic., cap. 53, were null and void and had been so declared.

The Superior Court held that the compen-

sation pleaded had taken place and dismissed the respondent's action.

On appeal, this judgment was reversed by the Court of Queen's Bench for the following amongst other reasons: That neither the respondent nor her *auteur*, Mrs. L., were *garants* of the company, and that the respondent was entitled to be paid, notwithstanding any claim the said company might have against their vendors, under the warranty stipulated in their deed of sale. On appeal to the Supreme Court of Canada:

Held, that the above reason, given by the Court of Queen's Bench, was sufficient to dismiss the appellants' plea of compensation.

Held also, on cross appeal, affirming the judgment of the Court below, that interest should only be charged from 1st July, 1881.

Appeal dismissed with costs, and cross-appeal dismissed with costs.

Pagnuelo, Q.C., for appellant.

Geoffrion, Q.C., for respondent.

THE CANADA SOUTHERN RAILWAY COMPANY (Defendants), Appellants; and GEORGE CLOUSE (Plaintiff), Respondent.

On appeal from the Court of Appeal for Ontario.

Farm crossing — Liability of railway company to provide—Agreement with agent of company—14 & 15 *Vic., cap.* 51, *sec.* 13—*Substitution of "at" for "and" by Cons. Stats. of Canada, cap.* 66, *sec.* 13.

The C. S. R. Co., having taken for the purposes of their railway the lands of C., made a verbal agreement with C., through their agent T., for the purchase of such lands, for which they agreed to pay $662, and they also agreed to make five farm crossings across the railway on C's. farm, three level crossings and two under crossings; that one of such under crossings should be of sufficient height and width to admit of the passage through it, from one part of the farm to the other, of loads of grain and hay, reaping and mowing machines; and that such crossings should be kept and maintained by the company for all time for the use of C., his heirs and assigns. C. wished the agreement to be reduced to writing, and particularly requested the agent to reduce to writing and sign that part of it relative to the farm crossings, but he was assured that the law would compel the Co. to build and maintain such crossings without an agreement in writing. C. having received advice to the same effect from a lawyer whom he consulted in the matter, the land was sold to the company without a written agreement and the purchase money paid.

The farm crossings agreed upon were furnished and maintained for a number of years, until the Co. determined to fill up the portion of their road on which were the under crossings used by C., who thereupon brought a suit against the Co. for damages for the injury sustained by such proceeding and for an injunction.

Held, (Ritchie, C. J. and Fournier, J., dissenting), that the evidence showed that the plaintiff relied upon the law to secure for him the crossings to which he considered himself entitled, and not upon any contract with the Co., and he could not therefore compel the Co. to provide an under crossing through the solid embankment formed by the filling up of the road, the cost of which would be altogether disproportionate to his own estimate of its value and of the value of the farm.

Held also, that the Co. were bound to provide such farm crossings as might be necessary for the beneficial enjoyment by C. of his farm; the nature, location and number of said crossings to be determined on a reference to the master of the court below.

Brown v. The Toronto and Nipissing Ry. Co., 26 U. C. C. P. 206, overruled.

Semble,—The substitution of the word "at" in sec. 13 of cap. 66 of the Cons. Stats. of Canada for the word "And" in sec. 13 of cap. 51 of 14 & 15 Vic. is the mere correction of an error, and was made to render more apparent the meaning of the latter section; the construction of which it does not alter nor affect.

Appeal allowed with costs.

Catanach for appellants.

McCarthy, Q. C., & Robb for respondents.

THE CANADA SOUTHERN RAILWAY COMPANY, (Defendants) Appellants, and JAMES ERWIN, (Plaintiff) Respondent.

Farm Crossing—Agreement for cattle pass—Construction of—Liability of railway company to maintain—Substitution of solid embankment for trestle bridge.

In negotiating for the sale of lands taken

by the C. S. Ry. Co. for the purposes of their railway, the agent of the company signed a written agreement with the owner, which contained a clause to the effect that such owner should have "liberty to remove for his own use all buildings on the said right of way, and that in the event of there being constructed on the same lot a trestle bridge of sufficient height to allow the passage of cattle, the company will so construct their fence to each side thereof as not to impede the passage thereunder."

Held, reversing the judgment of the court below, Ritchie, C. J., dissenting, that under this agreement the only obligation on the company was to maintain a cattle pass, so long as the trestle bridge was in existence, and did not prevent them from discontinuing the use of such bridge and substituting a solid embankment therefor without providing a pass under such embankment.

Appeal allowed with costs.

Cattanach, for appellants.

McCarthy, Q.C., and *Robb* for respondent.

Re STANDARD FIRE INS. CO. (Caston's Case.)

On appeal from the Court of Appeal for Ontario.

Joint Stock Co.—Contributories—Subscription for Stock.

The act of incorporation of a joint stock company provided "that no subscription for "stock should be legal or valid until 10 per "cent. should have been actually and *bona* "*fide* paid thereon."

C. gave to the manager of the company a power of attorney to subscribe for him ten shares in the company—the power of attorney containing these words: "And I here- "with enclose 10 per cent. thereof, and ratify "and confirm all that my said attorney may "do by virtue thereof." The 10 per cent. was not, in fact, enclosed, but the amount was placed to the credit of C. in the books of the company, and a certificate of stock issued to him, which he held for several years.

The company having failed, proceedings were taken to have C. placed on the list of contributories, in which proceedings he gave evidence to the effect that the sum to his credit was for professional services to the company, he having been appointed a local solicitor, and there had been an arrangement that his stock was to be paid for by such services.

Held:—Affirming the judgment of the Court below, Henry, J., dissenting, that C. was rightly placed on the list of contributories.

Appeal dismissed, with costs.

A. C. Galt for appellant.

Bain, Q.C., for respondent.

THE LONDON & CANADIAN LOAN & AGENCY CO. (Limited), SIDNEY S. HAMILTON and ROBERT B. HAMILTON (by original writ), (Defendants) Appellants; and GEORGE WARIN and JAMES WARIN (Plaintiffs), Respondents

By order to proceed.

THE LONDON & CANADIAN LOAN & AGENCY CO. (Limited), SIDNEY S. HAMILTON and ROBERT B. HAMILTON (Defendants), Appellants; and GEORGE WARIN and GEORGE WARIN, Executor of JAMES WARIN, deceased (Plaintiffs), Respondents.

On appeal from the Court of Appeal for Ontario.

Navigation—Interference with—Public Navigable Waters—Water Lots—Crown Grant—Easement—Trespass.

W. was lessee under lease from the city of Toronto of certain water lots held by the said city under patent from the Crown granted in 1840, the lease to W. being given under authority of the said patent and of certain public statutes respecting the construction of the Esplanade, which formed the northern boundary of said water lots.

Held:—Affirming the judgment of the Court below, that such lease gave to W. a right to build as he chose upon the said lots, subject to any regulations which the city had power to impose, and doing so to interfere with the right of the public to navigate the waters.

Held also, that the said waters being navigable parts of the Bay of Toronto, no private easement could be acquired therein while they remained open for navigation.

Appeal dismissed, with costs.

Arnoldi for appellants.

C. Robinson, Q.C., & T. P. Galt for respondents.

RODERICK MCDONALD (Defendant) Appellant; and DAVID MCPHERSON (Plaintiff) Respondent.

On Appeal from the Supreme Court of Nova Scotia.

Bill of lading — Assignment of — Property in goods under — Stoppage in transitu — Replevin.

H., of Souris, P.E.I., carried on the business of lobster packing, sending his goods to M., of Halifax, N.S., who supplied him with tin plates, &c. They had dealt in this way for several years when, in 1882, H. shipped 180 cases of beef, *via* Pictou and I. C. R, addressed to M. The bill of lading for this shipment was sent to M. and provided that the goods were to be delivered at Pictou to the freight agent of the I. C. R. or his assigns, the freight to be payable at Halifax. M., the consignee, being on the verge of insolvency, indorsed the bill of lading to McM. to secure accommodation acceptances. H. drew on M. for the value of the consignment, but the draft was not accepted, and H. then directed the agent of the I. C. R. not to deliver the goods. The goods had been forwarded to Pictou, and the agent there telegraphed to the agent at Halifax to hold them. McM. applied to the agent at Halifax for the goods and tendered the freight, but delivery was refused. In a replevin suit against the Halifax agent:

Held, affirming the judgment of the Court below, Henry, J., dissenting, that the goods were sent to the agent at Pictou to be forwarded, and he had no other interest in them, or right or duty connected with them, than to forward them to their destination, and could not authorize the agent at Halifax to retain them.

Held also, that whether or not a legal title to the goods passed to McM., the position of the agent in retaining the goods was simply that of a wrong doer, and McM. had such an equitable interest in such goods, and right to the possession thereof, as would prevent the agent from withholding them.

Appeal dismissed with costs.

Henry, Q.C., for appellant.

Graham, Q.C., for respondent.

*COURT OF QUEEN'S BENCH— MONTREAL.**

Lessor and Lessee—Repairs to Leased Premises—Damages—Resiliation of Lease—Mise en Demeure.

HELD, 1. (Affirming the decision in Review, M. L. R., 1 S. C. 414):—Where the lessor, in making repairs to the leased premises, used material which emitted a disagreeable odour and damaged the stock of the lessee, a grocer, that the latter was entitled to have the lease rescinded and to recover the amount of damages sustained by him.

2. In such circumstances the more regular course is that the lessee should put the lessor *en demeure* to remove the cause of damages, before bringing an action in resiliation of the lease and to recover damages. *Daigneau & Levesque*, Jan. 27, 1886.

Carrier—Responsibility—Injury to Passengers—Onus Probandi.

HELD:—That a company engaged in the conveyance of passengers is responsible for injuries sustained by a passenger while being carried in the company's vehicle, unless it be proved by the company that it was impossible for them to prevent the accident.—*Montreal City Passenger Ry. Co. & Irwin*, May 26, 1886.

Parish—Canonical and Civil—Erection and Division of Parishes—Tithe.

HELD:—(Affirming the decision of Cimon, J., 7 Legal News, 415)—That when a portion of a canonical parish civilly constituted is detached by decree of the bishop and annexed to a canonical parish not civilly constituted, the tithe is due by an inhabitant of the dismembered parish to the new *curé*.

Under the old law of France prior to the cession, the bishop had the right to create, unite or divide parishes in the interest of the church, having due regard to vested rights; and this condition of things has not been affected by the laws enacted for the province of Quebec since the cession of Canada.—*Cadot & Ouimet*, May 21, 1886.

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* To appear in Montreal Law Reports, 2 Q. B.

COURT OF APPEAL.

LONDON, June 24, Aug. 9.

LORD ESHER, M.R., BOWEN, L.J., FRY, L.J.

PANDORF & Co. v. HAMILTON FRASER & Co.

Charter-party—Bill of Lading—Excepted Perils —Dangers and Accidents of the Seas— Cargo Damaged by Sea Water — Pipe gnawed through by Rats.

Appeal from a decision of LOPES, J., on further consideration.

Action by charterers of a ship and holders of a bill of lading for damage done to a cargo of rice shipped by them on board the defendants' ship, which had been chartered by the plaintiffs to proceed to Akyab and there load a cargo of rice for Liverpool. The excepted perils in the charter-party were the act of God and all and every other dangers and accidents of the seas, rivers, and steam navigation of whatsoever nature and kind and errors of navigation during the voyage. The bill of lading was to the same effect. The damage was caused during the voyage to Liverpool after the ship had left Akyab by sea water passing through a hole in a metal pipe connected with a bath-room in the vessel, the pipe having been gnawed through by rats. It was not disputed that all reasonable precautions had been taken to keep down the rats during the voyage, and the jury found that the rats which caused the damage were not brought on board by the shippers in the course of shipping the rice at Akyab, and that those on board had taken reasonable precautions to prevent the rats coming on board during the shipping of the cargo.

LOPES, L.J., on further consideration, directed the verdict and judgment to be entered for the defendants, on the ground that the case was one of danger or accident of the seas within the exception in the shipping documents, and that the shipowners were exonerated.

Their LORDSHIPS allowed the appeal, being of opinion that as the immediate cause of the damage done to the cargo, was the entering in of sea water, whilst the effective cause was the gnawing through of the pipe by the rats, the damage was not done by any danger or peril of the seas.

REWARDS FOR AIDING JUSTICE.

On Aug. 3, before Mr. Justice Denman and a common jury, the case of *Baxter* v. *Kemble and others* was heard. It was an action brought by a pawnbroker's assistant against justices of the peace for a division of the County of Essex, to recover from them the sum of 250*l*, being the amount of the reward offered by them for information leading to the apprehension and conviction of the murderers of Inspector Simmons near Romford, in January of last year. The defence was that plaintiff was not the person who gave the information.

The Romford murder took place on January 20, 1885, when Inspector Simmons, while in pursuit of three burglars, was shot by one of them with a revolver and killed. The man who fired the shot was afterwards convicted and hanged. On January 27 the defendants published a placard offering a reward of 250*l*. to any person who should give such information 'as might lead to the apprehension and conviction of one or all of the offenders.' The description of two of them given by a policeman who was with Simmons was inserted, as also the name of the third man, Dredge, who was recognized. This reward was now claimed by plaintiff, who asserted he was the person who gave the information by which the man who actually fired the shot was taken and convicted. According to the evidence of the plaintiff it appeared that he was manager to Mr. Lawley, a pawnbroker, at 128 Seymour Street, Euston Square. On February 16, 1885, Superintendent Dobson and Sergeant Rolfe called at the shop and asked him if he knew a man called Menson. Witness replied that he did, and that the man and his wife used to pledge things there, and gave their address as 24 Medburn Street. He was then asked if the man had ever pledged a revolver there, and he told them he had, but could not then give the dates. They came another time, when witness told them the dates of the pledging and redemption of the revolver. Superintendent Dobson then informed witness that the man was wanted for the murder of Inspector Simmons, and that if he could put them in the way of taking him he should have 100*l*. Witness further stated that he suggested that warning should

be given to the police at Platt Street Police Station for them to be in readiness to send down and arrest the man should he come again. A photograph was shown him which he recognized as Menson, but in the photograph the man had a beard which he had cut off. On March 10 an assistant called Hunniman came to witness and said he believed that the man in question was in the shop. Plaintiff then went in and recognized him. He wished to pledge a revolver the same as before. Plaintiff managed to send Hunniman to Platt Street while he detained the man in conversation, and the police came down and arrested him in the shop. In cross-examination, plaintiff said he had seen the placard offering the reward. He had seen the man some two or three times. He had told him he was a commercial traveller, and he never knew he went by the name of Lee. The police called many times on the matter, but he did not act under their directions at all. After the man had been convicted, he wrote claiming the reward. It was suggested the reward should be divided.

At the conclusion of the evidence Mr. Graham, for the defendants, submitted, on the authority of *Thatcher* v. *England*, 3 C. B. 254; 15 Law J. Rep. C. P. 241, and *Turner* v. *Walker*, 36 Law J. Rep. Q. B. 112; L. R. 2 Q. B. 301, that the plaintiff could not recover unless he gave the first information, and that the evidence showed that the first information was given either by Sergeant Rolfe, or Mrs. Salmon, or Mrs. Dredge.

Mr. Witt, for the plaintiff, submitted that the question for the jury was whether the plaintiff gave the first effectual information, but the learned judge refused to withdraw the case.

Counsel on both sides having addressed the jury on the facts, Mr. Justice Denman summed up. He said these cases were very difficult to decide, owing to the vague wording generally used in the placards offering rewards, and he expressed a strong opinion that these offerings of rewards ought to be abolished altogether. After examining the evidence, he told them he should leave it to them to say whether the plaintiff was the first person who gave information which led to the apprehension and conviction of the man Lee; if so, then they should find a verdict for him. If they did not come to that conclusion, then they should find for the defendants.

After deliberating for more than an hour, the jury sent into Court to inquire whether the parties would take the verdict of the majority, and on this being agreed upon they came in and said that the majority found a verdict for the plaintiff, and accordingly judgment was given for the plaintiff for 250*l.*, the amount claimed, and the learned judge refused to stay execution.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 17.

Judicial Abandonments.

Joseph Alfred Claveau, Chicoutimi, trader, July 14.
Patrick Lynch, St. Etienne, trader, July 2.
Jean Baptiste Parent, St. Aimé, saddler and trader, July 8.

Curators Appointed.

Re Joseph Monarque, Montreal.—Seath & Daveluy, Montreal, curator, July 9.
Re Jean Baptiste Parent, St. Aimé.—Seath & Daveluy, Montreal, curator, July 13.
Re H. A. Turgeon.—H. A. Bedard, Quebec, curator, July 10.

Dividends.

Re Alphonse Decelles.—First and final dividend, payable Aug. 2. J. O'Cain, St. John's, curator.
Re Sulpice Télesphore St. Cyr.—First and final dividend, payable Aug. 2. A. Demers, Berthier, curator.

Quebec Official Gazette, July 24.

Curators Appointed.

Re Alfred Charland, district of Richelieu.—Kent & Turcotte, Montreal, curator, July 10.
Re G. N. Brown, district of Arthabaska.—Kent & Turcotte, Montreal, curator, July 19.
Re Alex. Paré.—Kent & Turcotte, Montreal, curator, July 20.

Dividend.

Re Henry Sevigny, Three Rivers.—First and final dividend, payable Aug. 7, at office of H. A. Bedard, Quebec, curator.

Separation as to Property.

Eleonore Lauzon v. Narcisse Olivier Ruel, St. Sauveur de Québec.

Quebec Official Gazette, July 31.

Judicial Abandonments.

Re Chas. Cadotte, manufacturer, Montreal, July 21.
Re Theophile Jean Fradette, trader, St. Prime, Chicoutimi, July 26.

Curators Appointed.

Re Charles Cadotte, manufacturer, Montreal.—A. M. Cassils, curator, Montreal, July 28.
Re Roger Dandurand, restaurant keeper, Montreal.—J. B. E. Mathieu, curator, Montreal, July 22.
Re Patrick Lynch, St. Etienne de Beauharnois.—Seath & Lapointe, curator, Montreal, July 17.
Re John Sexton, jun., St. Nicholas.—H. A. Bedard, curator, Montreal, July 23.

Dividends.

Re Jos. T. Denis.—Second and final dividend, payable Aug. 20, L. P. Bruneau, Montreal, curator.
Re N. Fréchette & Co., match manufacturers.—Dividend, Geo. Daveluy, Montreal, curator.

GENERAL NOTES.

To one who has observed the rapidity with which business is dispatched in an English Court, the slowness of our methods is intolerable. It is certainly a great compensation for the division of the legal profession of England that the Courts are always provided with a body of highly trained counsel who devote themselves exclusively to the trial of causes upon briefs prepared by attorneys, containing an abstract of the pleadings, of the testimony of each witness, and of the legal questions involved.—*H. B. Brown in the 'American Law Review.'*