The Legal News.

VOL. XIII. APRIL 19, 1890. No. 16.

A recent decision in England by Mr. Justice Kekewich, in the cases of *Simmons* v. *London Joint Stock Bank*, and *Little* v. *The Same*, if it be approved by the higher courts, will place an onerous obligation on bankers. The learned Judge has held, in effect, that banks, before making advances to stock-brokers on bonds or other securities payable to bearer, are bound to make inquiry as to whether the securities are actually the property of the persons obtaining the advances. The facts of *Little's case*, as stated by the *London Law Journal*, are these: Little employed a firm of stockbrokers in the city of London to purchase on his account certain bonds, which were, on the face of them, payable to bearer, and which admittedly passed from hand to hand. These bonds he paid for sooner or later, and left with the brokers for safe custody, though apparently with a view to speculation. The brokers, however, deposited the bonds with the bank to secure advances to themselves, and subsequently, but without redeeming them, became defaulters on the Stock Exchange and were adjudicated bankrupts. Under these circumstances Little claimed the bonds, and the bank refused to give them up, and Mr. Justice Kekewich has held that the refusal was not justifiable. The bank, it should be added, knew that the persons making the deposit were stock brokers, and they never inquired whether the bonds were the brokers' own property, and in all probability they knew that it was the practice of some brokers in the city of London to deposit a number of securities *en bloc* to cover the whole of a loan made to themselves. Bankers certainly will be strongly opposed to having the duty of investigation thrust upon them. As a bank officer stated in another case, the result of such an inquiry would be to offend an honest customer, while a dishonest one would readily answer that the securities were his own property. Then the question would come up, what amount of research on the part of the bank would be deemed sufficient. It is expected that the question will be carried to the highest Court.

Riggs et al. v. *Palmer et al.*, before the New York Court of Appeals, is fortunately a rare case in the complex record of litigation. The question was whether a murderer can inherit his victim's property. A lad, sixteen years of age, who was aware that his grandfather had made a will in his favor, poisoned the old man in order to get the bequest at once. For this crime he was tried, and convicted of murder in the second degree, and when the action was commenced he was serving his sentence in the State Reformatory. The action was brought by two of the testator's children, to have the provisions of the will in favor of the youthful murderer, cancelled and set aside. The first Court dismissed the action, and from this judgment an appeal was taken to the New York Court of Appeals which reversed the decision, Gray and Danforth, JJ., dissenting. In our own Code we have an article (610), copied from Art. 727 of the Code Napoleon, based upon the Roman law, which excludes from successions, (1) The heir "who has been convicted of killing or attempting to kill the deceased;" also (3) The heir of full age, who, being cognizant of the murder of the deceased, has failed to give judicial information of it." The New York Court were without any positive text of law to go upon, and were forced to admit that the statutes regulating the devolution of property, if literally construed, gave the inheritance to the murderer. They were forced to reason as follows: "It was the intention of the law makers that the donees in a will should have the property given to them. But it never could have been their intention that a donee who murdered the testator to make the will operative, should have any benefit under it." They cited 1 Blackstone Com., 91, where the author, speaking of the construction of statutes, says: "If there arise out of them any absurd consequences manifestly contradictory to common reason, they are, with regard to those collateral consequences, void. . . . When some collateral matter arises

out of the general words, and happens to be unreasonable, then the judges are, in decency, to conclude that this consequence was not foreseen by Parliament."

The office of permanent principal or dean of McGill law faculty, as re-organized under the McDonald endowment, has been offered to Mr. N. W. Trenholme, Q. C., and accepted by him. This is a good selection, and augurs well for the success of what will now be really a school of law. The remuneration attached to the office is, we believe, the same as that received by Mr. Marsh, of the Toronto school, viz., $4,000 per annum. The holding of this office involves the relinquishment of practice at the bar.

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*COURT OF QUEEN'S BENCH — MONTREAL.**

Insolvency — Claim against insolvent — Notes held as collateral security—Collocation.

HELD:—(Reversing the judgment of the Court of Review, M.L.R., 2 S.C. 338), That a creditor who holds notes or merchandise as collateral security, is not entitled to be collocated upon the estate of his debtor in liquidation, under a voluntary assignment, for the full amount of his claim, but is obliged to deduct any sums he may have received from other parties liable upon such notes, or which he may have realized upon the goods; and it does not matter at what time such sums have been received on account, provided it is before the day appointed for the distribution of the assets of the estate on which the claim is made. *Thibaudeau & Benning*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ, Jan. 25, 1889.

Quantum Meruit—Remuneration of Liquidator —Petition for Discharge.

Held:—1. That the Court, in taxing the remuneration of a liquidator to an insolvent company, will take into consideration the nature of the services rendered; and where it appeared that the services for the most part were such as might have been performed by any ordinary competent bookkeeper, it was held that $7 per day was an adequate remuneration.

2. Where the liquidator petitioned for his discharge as liquidator, and it appeared that he had appropriated to himself, from the funds received, an amount exceeding the remuneration fixed by the Court, and the evidence did not disclose the exact amount in which he was indebted to the estate, the Court refused to grant his discharge, without fixing any amount to be paid by him as a condition of obtaining his discharge.—*Plender & Fitzgerald*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Nov. 27, 1888.

Sale—Agent—Quantum Meruit—Commission.

The appellant charged the respondent with the sale in his behalf of certain real property, and it was agreed that he should have three months to effect a sale. A few days before the expiration of the three months the appellant exchanged the property for another, owned by his brother-in-law, receiving $4,200 to boot, and the brother-in-law sold the same property for $10,700.

Held:—1. That the property having been alienated by the appellant before the expiration of the three months, the respondent was entitled to the usual commission of 2½ per cent. on the value obtained, although it did not appear that he had done anything to facilitate the disposal of the property.

2. That the exchange being an alienation equivalent to sale, the respondent was entitled to his commission upon the whole value, $10,700, and not merely upon the $4,200 received to boot.—*Carle & Parent* Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Jan. 19, 1889.

Costs—Appeal on question of—Tender—Recovery of portion of amount sued for.

Held:—1. An appeal will be entertained on a question of costs where the Court below, in adjudicating on the costs, proceeded upon a wrong principle. (See *Prowse & Nicholson*, M. L. R., 5 Q. B., p. 151.)

2. The plaintiff sued for $774 and the defendant tendered $334, but without costs. The plaintiff proceeded with the suit for the whole amount, and the tender was held suffi-

* To appear in Montreal Law Reports, 5 Q.B. . .

cient as to principal; *held*, that the plaintiff should be condemned to pay all costs after filing plea, including costs of *enquête*.

3. A judgment which condemns the plaintiff who succeeds for part of the amount sued for, to pay the defendant costs of contestation as of an action for a sum representing the difference between the amount sued for and the amount recovered, is erroneous in principle, and such an adjudication as to costs is not within the discretion allowed the Court by Art. 478, C. C. P. *McCartney & Linsley*, Dorion, Ch. J., Cross, Baby, Church, JJ., Feb. 25, 1888.

COUR DE MAGISTRAT.

MONTRÉAL, 21 juin 1889.

Coram CHAMPAGNE, J. C. M.

BRIEN dit DUROCHER v. DUFRESNE.

Vente—Hypothèque—Crainte de trouble—Droit de l'acheteur—Capital et intérêts.

JUGÉ:—*Que l'acheteur d'immeuble qui a raison de craindre d'être troublé dans sa possession par suite d'un hypothèque qu'il découvre sur la propriété par lui achetée, a droit de retenir le capital dû jusqu'à ce que la cause de trouble disparaisse, mais il ne peut se refuser de payer les intérêts qui deviennent échus sur le capital non payé.*

PER CURIAM:—Le demandeur a vendu un lot, dans la cité de Montréal, au défendeur pour le prix de $600, payable $100 par paiements de $25 chacun tous les trois mois, et la balance de $500 après un délai de six ans, avec intérêt sur le tout du jour de la vente, lequel intérêt payable tous les six mois.

L'action est pour un paiement de $25 sur le capital et de plus $22 pour intérêts échus.

Le défendeur plaide qu'il craint, avec raison, d'être troublé; qu'il existe une hypothèque de $600 sur son lot et trois autres lots qui appartiennent encore au demandeur, et qu'il ne peut pas être tenu de payer, sans qu'il y ait main levée de cette hypothèque, ou que caution lui soit donnée qu'il ne sera pas troublé.

Le défendeur ne peut être tenu de payer le capital tant qu'il n'y aura pas main levée de l'hypothèque, à moins que caution lui soit donnée qu'il ne sera pas troublé. Mais le défendeur ayant la possession du terrain, il doit payer les intérêts réclamés et qui sont dûs sur son prix de vente, la crainte d'être troublée ne se rapportant qu'au capital. Il y aura donc jugement pour le montant réclamé avec sursis à l'exécution, pour le montant de $25 jusqu'à ce que caution soit donnée ou que la cause du trouble ait cessé, avec dépens d'une action de moins de $25.

Autorités: C. C. 1535, 1576; 27 L. C. J. 358; 7 L. C. J. 32; 9 L. C. R. 310; 21 J., 101; 21 J., 253; 4 Leg. News, pp. 45, 55; 25 J., 22.

Bérard & Brodeur, avocats du demandeur.

Mercier, Beausoleil, Choquette & Martineau, avocats du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 21 juin 1889.

Coram CHAMPAGNE, J. C. M.

MARSOLAIS et al. v. Dame PERRAS et al.

Bref—Mari et femme—Amendement.

JUGÉ:—Que dans une action où la femme est poursuivie personnellement et où le mari est mis en cause, mais seulement pour autoriser son épouse, une motion demandant à amender le bref et la déclaration de manière à mettre en cause le mari personnellement comme défendeur, l'omission du nom du défendeur dans le bref est une nullité absolue que la Cour ne peut rectifier. C. P. C. 49 et 51.

Amendement refusé.

Ethier & Pelletier, avocats des demandeurs.

Beïque, Lafontaine & Turgeon, avocats des défendeurs.

(J. J. B.)

LORD SELBORNE AND THE HOUSE OF LORDS.

The Earl of Selborne has written as follows to a correspondent of the *Times* who drew his attention to Lord Rosebery's proposal—"That a peer ought to be given the choice of whether he wishes to enter the House of Lords or not, and that, if he has not had that choice originally, he should have the option of whether he wishes to remain there or not"—and asking whether his lordship did not consider that the proposed reforms were not only unnecessary, but would weaken the

House of Lords: "Blackmoor, West Liss, Hants: February 13.—Sir,—In reply to your letter of yesterday, I have to say that I do not agree with those who think that the change, in approval of which Lords Derby and Rosebery and Mr. Morley seem to concur, would weaken the House of Lords. As to its necessity I can say nothing, but if the constitution of the House of Lords is to be altered, I think this is one of the changes which might be expedient. Lord Derby mentions some cases in our past history in which it would have been very convenient (in contingencies which might easily have happened) if succession to a peerage had not removed a leading man from the House of Commons, and at the present moment Lord Hartington's case is at least equally in point. Irish peers eligible to be representative peers for Ireland have sat and exercised great influence in the House of Commons—*e.g.* Lord Palmerston and Lord Londonderry (best known as Lord Castlereagh). To have leading men of its order removed of necessity from the House of greatest power and political influence does not seem to me to be a source of strength to the House of Lords. If young, they are more likely to be actively useful in the House of Commons, and after they have served their time there they will naturally go (as Lord Russell and as many more have done) to the House of Lords and bring with them more strength. Of course, every plan for changes in such an institution as the House of Lords is open to objections; the question is, on which side the reasons preponderate. — I am, sir, your obedient servant, SELBORNE."

BILLS AND NOTES.

The following extract from the official report of the debate in the Senate, April 10, is of interest:—

On clause 51 of the Bill relating to Bills of Exchange, Cheques and Promissory Notes:

Hon. Mr. DRUMMOND—Why should there be any distinction made between the Province of Quebec and other provinces in the noting and protesting of an inland bill for non-acceptance and payment? I heard the opinion expressed within the last day or two, by a judge of the Province of Quebec, that it was injudicious and improper that there should be any distinction made. I submit that what is sufficient for one province ought to be for the others.

Hon. Mr. POWER—I presume the secret of it is, that the notarial body is a very large and influential one in the Province of Quebec, and is also well represented in the House of Commons, and they have taken care that their fees shall not be taken away from them.

Hon. Mr. ABBOTT—The people of Quebec desire to have their law as it is, and it seems to me, as it is only a matter of procedure and not of law, it is desirable to keep it as it is. It is a process that their forefathers have been accustomed to for centuries; they wish to retain it, and I can see no objection to allowing them to do so.

Hon. Mr. PELLETIER—I must believe the hon. gentleman from Montreal when he says that a judge there expressed the opinion that there should be no difference in the law in the Province of Quebec and elsewhere; but I am sure that the judge does not represent the opinion of the province or of the Bar of the province. I remember an occasion when an attempt was made to have a change in the law of Quebec in this respect, and not only the members of the Bar, but the Bench also, were opposed to it.

Hon. Mr. KAULBACH—It is desirable to have the law uniform—not only the law but the procedure.

Hon. Mr. PELLETIER—Then make it as it is in Quebec, and we will have no objection to it.

Hon. Mr. BOLDUC—I have now heard for the first time that a judge has made objections to the practice in the Province of Quebec. I have, on many occasions, heard those gentlemen state that the commercial law of Quebec was the best that could be had anywhere. Our people are used to the law as it exists in the province, and the slightest change would work very prejudicially against them.

Hon. Mr. REESOR—Will the hon. gentleman explain why notarial fees are more than

twice as high in the Province of Quebec as they are in the Province of Ontario?

Hon. Mr. BOLDUC—That is a matter of detail. I do not think they are double, but protests are not so numerous in our province as in other provinces, in consequence of the high notarial fees.

Hon. Mr. ABBOTT—My hon. friend will perceive that in Quebec the notarial profession is a learned profession by itself. In the other provinces any one may be a notary; it is an incident generally to some other profession, and there is no reason for paying a high price for services which are almost mechanical. There is no reason for making the same charges in the other provinces that prevail in the Province of Quebec.

Hon. Mr. SCOTT—Will my hon. friend explain why those words are introduced in clause 51—"but it shall not, except in the Province of Quebec, be necessary to note or protest any such bill in order to preserve the recourse against the drawer or endorser." How is the drawer or endorser to be held unless he is notified?

Hon. Mr. ABBOTT—I put that question to those who drew the Bill, and the explanation is satisfactory to a certain extent. There is another clause in the Bill which provides that if an inland bill is dishonored notice must be given to the endorser and the drawer, but they do not insist on the formality of a protest. That is what is dispensed with in the practice in Ontario. Noting means notarial notation, which is completed by protest.

Hon. Mr. Scott—I think those words are simply confusing.

Hon. Mr. ABBOTT—I propose to add after the word "but," in the third line, "subject to the provisions of this Act with respect to notice of dishonor."

Hon. Mr. SCOTT—The clause means nothing, and should be struck out altogether.

Hon. Mr. ABBOTT—This clause deals with the protesting of bills, and it says that inland bills need not be protested. I understand that that is the law in England, and it makes the law uniform throughout the provinces, except the Province of Quebec.

Hon. Mr. REESOR—The notice of dishonor would not entail the expense of a notarial protest.

Hon. Mr. ABBOTT—It would not. The amendments I propose to make to this clause are, after the word "but," in the third line, to add "subject to the provisions of this Act with respect to notice of dishonor."

Hon. Mr. POWER—That is clear from the provisions of the Act.

Hon. Mr. ABBOTT—My theory about legislation is that we should endeavor to put it in such a form that persons will not be liable to be misled by it. I must confess that I was misled by this for some time, and imagined that the bill rendered it unnecessary to take any proceeding whatever with regard to inland bills of exchange, and one would naturally think so, reading the clause by itself. Therefore, as this amendment will make it quite clear, I think it will be better to adopt it.

The amendment was adopted.

Hon. Mr. SANFORD—Do I understand that the portion referring to the Province of Quebec is struck out?

Hon. Mr. ABBOTT—No. Why should my hon. friend take such an interest in the Province of Quebec?

Hon. Mr. SANFORD—I take a considerable interest in the Province of Quebec. If this exception is permitted, anyone whose business extends to the Province of Quebec would have to keep in his employ somebody specially to watch these matters in that province. We are legislating for the Dominion, and I cannot see why a law which is applicable to the other provinces should not be suitable for the Province of Quebec. I am not alone in taking this view of it. Many who are doing business in different sections of Canada feel as I do on this question. If we have one uniform law for all the provinces we will avoid serious mistakes and embarrassing losses.

Hon. Mr. ABBOTT—I hope my hon. friend will move that inland bills be protested notarially in other provinces as well as in Quebec. I think it is a better system. There is really no change in the principle of the law whatever. It is only a minor proceeding, and I do not see why we should not indulge the Province of Quebec in this mat-

ter. I should like to know whether I am expressing correctly the feelings of representatives from Quebec in saying that they desire to retain this mode of procedure in the event of a bill being dishonored. I think it is hard to deny it to them, inasmuch as it does not materially affect the other provinces.

Hon. Mr. DRUMMOND—It is quite impossible to say that a special regulation affecting Quebec does not affect other parts of the Dominion. In this case the notarial protest should be dispensed with if it is found unnecessary elsewhere. If the suggestion of the hon. leader of the House, that the other parts of the Dominion should adopt this system of notarial protest, were to prevail, it seems to me that the tail would wag the dog. I am of opinion, not having any interest in notarial fees or legal expenses, that the parts of the clause referring specially to the Province of Quebec should be omitted.

Hon. Mr. KAULBACH—The object of this Bill is to harmonize the commercial law as far as possible throughout the Dominion. I do not see why Quebec could not come under the general law which applies to all the Dominion. Commercial law should prevail uniformly in all the provinces, and I do not think that Quebec would be much opposed to such legislation.

Hon. Mr. POWER.—This requirement, that not only shall notice be given by a holder of the bill, but that he shall go to a notary and get him to make an official protest, is simply a sort of trap to the unwary creditor, and I can readily understand that a business man residing in another province, to whom an inland bill becomes due from some one in the Province of Quebec, and payable in that province, may very likely be misled, may act upon the law as it is in his own province and find afterwards that, according to the law of the Province of Quebec, he should have employed a notary and had the bill protested. There is a very serious objection to maintaining this exception in the bill. I cannot, for the life of me, see how a debtor in the Province of Quebec should feel aggrieved, because he will be relieved, if this provision is stricken out, from the necessity of paying the notarial fees in addition to the amount of the bill. I quite agree that it will more or less diminish the emoluments of a very respectable class of the community in the Province of Quebec, but I do not know that we are just now bound to consider them, and the argument of the hon. gentleman that this has been the law in the Province of Quebec for a long time does not seem to have much force.

Hon. Mr. ABBOTT—Both of my hon. friends mistake the application of the theory they advance. They say that commercial law ought to be the same throughout the Dominion. The commercial law is made unfiorm by this Act; the obligations and remedies are the same throughout the whole of the of the provinces; but in Quebec, if the parties are sued they are sued in a different manner from that which is recognized in the Province of Ontario. They are charged a smaller amount of costs considerably in the Province of Quebec than in Ontario, when they are sued. There are various other particulars which follow the dishonor of a bill, but the obligations of a party are the same. The same argument which my hon. friends use for the purpose of having the notarial system of Quebec upset as regards promissory notes would apply to proceedings before the courts.

Hon. Mr. POWER—We have nothing to do with that.

Hon. Mr. ABBOTT—When my hon. friends object to this provision with regard to protesting they are not objecting to any difference in the commercial law, but to a difference in procedure. If it is the desire, as I really think it is the almost unanimous desire, of the Province of Quebec, to preserve the existing procedure intact, we do not concede anything by allowing them to do so. If a man in another province does not wish to pay two or three shillings more for a protest in the Province of Quebec he need not deal with anyone in Quebec. I do not suggest that there should be a cessation of commerce between the provinces, because it costs more for a protest in Quebec than elsewhere, but while we claim that the law shall be the same as far as is practicable throughout the Dominion, I do not think that a slight change in the procedure is worth quarreling about.

Quebec desires to keep its system of protest, and I think it would be seriously aggrieved if we were to take it away from them.

Hon. Mr. KAULBACH—If it is only a slight change of procedure, the gentlemen of the notarial profession in Quebec will be more ready to yield to the general law of the Dominion. We are here to legislate for the whole Dominion; to make an exception will only lead to confusion.

Hon. Mr. ABBOTT—This is not a change in the law; it is keeping the law as it is.

Hon. Mr. KAULBACH—But the object of this Bill is to make this law uniform, as far as possible.

Hon. Mr. LOUGHEED—It appears to me that this exception is extending to the notarial profession of Quebec a consideration that is not shown to the professional men of the other provinces. Consequently I think the same consideration should be extended to the members of the profession in the other provinces.

Hon. Mr. KAULBACH—You would make the other provinces subject to the law of Quebec.

Hon. Mr. LOUGHEED—I am strongly in favor of the suggestion thrown out by the leader of the House, that we should make the Quebec system uniform throughout the Dominion.

Hon. Mr. KAULBACH—Though I am a lawyer, I do not approve of that.

Hon. Mr. POWER—If there is a risk of destroying the Confederation we should not protest any further against this exception; but I think the leader of the House rather misrepresents the position taken by those who are opposed to his view. The opposition is not based chiefly on the fact that the fees of notaries in Quebec are higher than the fees of notaries elsewhere, but that certain things must be done in order that the holder of a note may recover on it in the Province of Quebec, and this difference makes a sort of trap for the holder.

Hon. Mr. SCOTT—I drew attention to the fact that it would be very much better if the law were uniform throughout the whole Dominion. I cannot, however, forget that the practice in Ontario, at all events, is that all inland bills are protested. The banks invariably protest—that is where 99 per cent. of the protests come from. If a man wants a bill protested he hands it in to a bank. Therefore I do not see very much after all in the exception in favor of Quebec. It is only important with respect to the amount of the fees charged.

CRUELTY TO ANIMALS—DEHORNING OF CATTLE.

A case important to farmers was heard by Messrs. Boright, Pettes, Shufelt and Miller, J. P.'s, at Sweetsburg recently. In January last Mr. J. L. Shepard of Abercorn had his herd of twenty-five cattle dehorned. The story of the operation was reported to the society in Montreal for the prevention of cruelty to animals, and Mr. Shepard was prosecuted. The society produced two veterinary surgeons who gave evidence strongly against the practice, which they held to be cruel. For the defence, several farmers gave evidence to the effect that they had tried dehorning with success, that the cattle operated upon had not been injured, and had rallied immediately after the operation and thrived better thereafter. They expressed the opinion that the pain of dehorning is not more severe or protracted than that connected with the extraction of teeth. Several witnesses swore that defendant Shepard's herd improved wonderfully since the operation. Mr. Racicot read to the court Dr. Cresswell's report of a series of dehorning experiments made in the West, in which the doctor described the operation as brief and only temporarily painful, and stated that the animals seemed to suffer no pain or inconvenience afterwards. The operation in each case lasted about ten seconds. The doctor related one instance where a young cow was drinking at a trough when she was tied up and dehorned. The operation over, she shook her head and returned to the trough to finish slaking her thirst. Prof. Henry, Prof. Chamberlin and other western authorities were quoted to the effect that the practice prevails and is rapidly increasing in the West, with uniformly good results. From actual experiments those authorities agree that the operation instead of being cruel is really merciful to the animals themselves,

because it prevents their hooking and injuring each other. A herd of dehorned cattle is as gentle as a flock of sheep. In the West dehorning is practised largely on account of safety and economy. A herd of cows was tested a week before and a week after dehorning, and the milk flow showed no falling off after the operation. Mr. J. E. Martin summed up the case for the society and Mr. Racicot for the defence. The court, after a brief deliberation, dismissed the action with costs against the society.

WEDDING PRESENTS.

Mr. Montagu Williams is reported to have recently laid down that wedding presents cannot be recovered back by the giver from the receiver, in the event of the wedding in view of which they were given not taking place. This may seem very hard in some cases, as where family jewels or other heirlooms have been presented, or where the receiver breaks off the marriage without any cause whatever just before the day appointed for it. But whether hard or not, is it good law? We very much doubt it. Lord Hardwicke in *Robinson* v. *Cumming*, 2 Atk. 409, laid down that 'if a person has made his addresses to a lady for some time, upon a view of marriage, and upon reasonable expectation of success makes presents to a considerable value, and she thinks proper to deceive him afterwards, it is very right that the presents themselves should be returned, or the value of them allowed to him; but where presents are made only to introduce a person to a woman's acquaintance, and by means thereof to gain her favour, such person is to be looked upon only in the light of an adventurer, and, like all other adventurers, if he will run risques, and loses by the attempt, he must take it for his pains.' As the defendant in *Robinson* v. *Cumming* was an adventurer, and was not allowed to have his presents back, we have only an *obiter dictum* here, but it is an *obiter dictum* of great weight, and we incline to the opinion that an action would lie to recover presents given in expectation of a marriage which did not take place, as for a gift upon a condition subsequently unfulfilled.—*Law Journal* (London).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 12.

Judicial Abandonments.

Demers & Riverin, Quebec, April 8.

Malcolm MacCullum, shoe-dealer, Lachute, March 28.

Curators appointed.

Re Dame Hilda Andrews.—W. A. Caldwell, Montreal, curator, April 8.

Re Gilbert Currie Campbell, tinsmith, Ormstown.—H. Hartland, Ormstown, curator, April 5.

Re Evariste Drouin, grocer, Quebec.—H. A. Bedard, Quebec, curator, April 3.

Re André Dubrule.—C. Desmarteau, Montreal, curator, April 8.

Re Stanislas Gougeon.—C. Desmarteau, Montreal, curator, April 9.

Re Edouard St. Cyr, Ste. Clothilde de Horton.—J. E. Girouard, Drummondville, curator, April 5.

Dividends.

Re L. A. Dansereau, Montreal. — First and final dividend, payable April 28, J. McD. Hains, Montreal, curator.

Re David Rea.—Second and final dividend, A. F. Riddell and T. Meredith, joint curator, April 12.

Re Michel Tessier.—First and final dividend, A. F. Riddell, Montreal, curator.

Separation as to property.

Dina Dubois vs. Auguste Mérineau, Montreal, April 8.

Célina Duval vs. François Xavier Sarasin, Three Rivers, April 8.

Sophie Lefebvre vs. Ernest V. Brosseau, Montreal, April 5.

GENERAL NOTES.

COURT BIBLES.—The health authorities of Philadelphia have been invoked to put a stop to the custom which prevails in the courts of taking the oath by kissing the Bible. The law provides that persons may be sworn either by kissing the book or by holding up the right hand; but in Philadelphia the former procedure is the usual and accepted form. It is complained that the Bible in use is generally a very dirty one, and that the promiscuous smacking of a soiled and salivated book is an unclean and disease-breeding practice that ought to be abolished.

PROFESSIONAL ADVERTISING.—A novel design in professional advertising has been sent to us. It is a card of a solicitor with the portrait of a good-looking, well-dressed gentleman on one side, with "My Advocate" beneath, and P. T. O. in the corner. On the other side are the name and address appertaining to the portrait.—*Law Times* (*London*).

UNCLAIMED WEALTH.—The recent conversion of British consols revealed the fact that there was a large amount upon which interest was unclaimed, and some for the principal of which there were no owners at all. The replies to circulars showed that hundreds of stockholders were dead, many were reminded of stock that they had forgotten, while others were made aware for the first time that they had money in the funds. After a thorough sifting of the matter it was discovered that no owners could be found for the great sum of $40,330,705.