The Legal News.

Vol. XII. MARCH 16, 1889. No. 11.

In the district of Montreal, last year, 11,369 writs were issued in the Circuit Court. In the district of Quebec, the number was 3,737. St. Francis comes next with 1,797. The business of the Ottawa district seems large in proportion to the number of lawyers, 1,711 writs having been issued. Three Rivers shows 1,068; Bedford, 768; Beauharnois, 741.

In the Superior Court, 3,733 writs were issued in the district of Montreal, and only 849 in the district of Quebec. St. Francis shows 505; Bedford, 218; Three Rivers, 206; Beauharnois, 186; Ottawa, 170. In Montreal, 871 judgments were rendered in contested cases. The whole number of contested cases in this district was 1,342, out of a total for the province of 2,494, or more than one-half.

In the Court of Review, the returns show 112 confirmations at Montreal, to 27 reversals and 12 reformations. At Quebec there were 74 confirmations, 31 reversals, and 7 judgments reformed.

In the Court of Appeal there were 157 judgments affirmed and 53 reversed. At Quebec the confirmations were 50 and the reversals 17. At Montreal the confirmations were 107 and the reversals 36.

The proposal to increase judicial salaries, which was dropped last year for reasons which we have not seen publicly explained, has once more been submitted to Parliament. The policy of adequate remuneration for the judiciary is so generally admitted that it does not seem likely that the bill will meet with serious opposition.

A communication from Mr. Pagnuelo, in reply to our observations upon the bar examinations, will be found in the present issue. The explanation that the English members of the General Council—to whom alone the remark to which he objects could apply—are not responsible for the grammar of their petition (which was sent to us in English), is, of course, satisfactory, and we withdraw the remark unreservedly. Mr. Pagnuelo also points out an inaccuracy in our reference to the term of study. We are glad to learn that our suggestion on this head has been anticipated. The ordinary term of study has been fixed at five years, and the degree in law reduces the term to four years, (R. S. Q. 3552). The other criticisms of our correspondent appear to be based to a considerable extent upon a misapprehension of our remarks; but as Mr. Lynch's bill, to give the B. A. degree the value which the Universities contended for, passed the Legislative Assembly on Thursday, it seems to be hardly necessary to occupy further space with the subject at present.

The trial of the Bishop of Lincoln is creating as much excitement among churchmen in England, as the Parnell inquiry among politicians. The jurisdiction of the Archbishop is discussed in an article extracted from the *Law Journal*.

COUR DE CIRCUIT.

Chicoutimi, Septembre, 1886.

Présent: Routhier, J.

Tremblay v. La Corporation de Bagot.

Pénalité—Corporation municipale—Défaut d'ouvrir un chemin dont ouverture a été ordonnée par règlement.

Per Curiam:—

Action en recouvrement d'une pénalité pour négligence d'ouvrir et confectionner un chemin ordonné par un règlement.

La défenderesse plaide:

I. Que l'action n'allègue pas que le chemin en question est sous la direction de la corporation, mais seulement qu'il est situé dans les limites de la municipalité;

II. Que de fait le dit chemin n'est pas sous la direction de la défenderesse;

III. Que des empêchements sont survenus à la mise à exécution du règlement.

Le premier chef de défense n'est pas fondé. Du moment qu'un chemin est situé dans les limites de la municipalité; la présomption de droit, est qu'il est sous la direction de la corporation.

Le deuxième moyen n'est pas fondé non plus. Les jugements cités du juge Stuart s'appuient sur une thèse impossible et qui, admise, renverserait tout notre droit municipal. Le juge Stuart se base sur l'art. 535; mais en rapprochant cet article des articles 536 et 793, il parait évident que le savant magistrat en a exagéré la portée. Que fait-il d'ailleurs des articles 748 et 758 du Code Municipal, qui sont si clairs, si formels?

Le troisième chef d'exception est le seul bien fondé. Le règlement en question a toujours été en contestation entre les parties, tantôt sur appel au conseil de comté, tantôt sur requête à la Cour, etc.: et dès lors la corporation a été prudente de ne pas exiger la mise à exécution d'un règlement qui était constamment sur le point d'être annulé. En matière de pénalité il faut qu'il y ait faute. Or il n'y a pas faute—et l'action doit être renvoyée avec dépens.

E. Cimon, pour le demandeur.

J. Gagné, pour le défendeur.

(C. A.)

COURT OF APPEAL.

LONDON, March. 15, 1888.

BETHELL v. CLARK.*

Sale—Stoppage in transitu—Delivery on board ship.

The purchasers of goods directed the vendor, who carried on business at Wolverhampton, to consign the goods to a vessel then loading in the East India Docks for Melbourne. The vendor accordingly delivered the goods to a railway company as carriers to be forwarded and shipped. Subsequently the vendor, hearing of the insolvency of the purchasers, gave notice to the carriers to stop the goods, but too late to prevent shipment, and the vessel left the port for Melbourne with the goods on board. Before her arrival the vendors claimed the goods from the shipowners as their property.

Held, that the transit was not at an end till the goods reached Melbourne, and that the vendors were, till then, entitled to stop them in transit.

Appeal from a judgment of the Queen's Bench Division (Mathew and Cave, JJ.), 57 L. T. Rep. (N.S.) 627.

The special case, stated under Order LVII., rule 9, is fully set out in the report in the Court below, and shortly the facts were as follows:

On the 1st of June, 1885, Messrs. Tickle & Co., of London, ordered from Messrs. Clark & Co., of Wolverhampton, ten hogsheads of hollow ware, and on the 28th of June, 1885 wrote to the vendors asking them to consign the goods "to the *Darling Downs* to Melbourne, loading in the East India docks here." The vendors delivered the goods to the North-western Railway Company to be forwarded to the ship, and the railway company carried them to Poplar, and forwarded them thence by a lighterage company as their agents to the vessel, receiving and forwarding to the purchasers the mate's receipt on shipment.

The vendors, being informed that the purchasers were insolvent, gave notice to the railway company to stop the shipment, but the notice was too late, the goods being already on board the vessel. The *Darling Downs* sailed to Melbourne with the goods on board, but before her arrival the vendors wrote to Messrs. Bethell & Co., her owners, claiming the goods in question as their property. The goods being also claimed by the trustee of the estate of the purchasers, Messrs. Bethell & Co. interpleaded, and the question for the Court was whether the trustee or the vendors were entitled to the possession of or property in the goods.

The trustee appealed.

R. T. Reid, Q. C., and *Plumtre*, for the vendors, were not called on.

LORD ESHER, M. R.—In this case, purchasers having become insolvent, the unpaid vendors had, according to the law merchant, a right to stop the goods *in transitu*, even though the property in them might have

* 59 L. T. Rep. (N. S.) 808.

passed to the purchasers. The rule as to stoppage *in transitu* has been often stated, and the doctrine has always been liberally construed in favor of the unpaid vendor. When the goods have not been delivered to the purchaser himself, nor to any agent of his to hold for him otherwise than as a carrier, but still remain in the hands of the carrier as such for the purposes of the transit, then the goods are still *in transitu*, and may be stopped, even though the carrier was the agent of the purchaser to accept delivery so as to pass the property in the goods. The difficulty that has arisen in some cases has been that a question has arisen whether the original transit had ended and a fresh transit begun, and that difficulty has been dealt with in this way: where the transit still exists which was caused either by the terms of the contract or by the orders of the purchasers to the vendor, then the right of stoppage *in transitu* still exists; but if that transit is over, and the goods are in the hands of the carrier in consequence of fresh directions given by the purchasers for a fresh transit, then the right to stop *in transitu* has gone. Similarly, if the purchaser orders goods to be sent to a particular place, there to be kept till he gives fresh orders respecting them to another carrier, the original transit ends when they reach that place, and any further transit is new and independent. Now, in the case before us the contract does not determine the destination of the goods; but it is argued on behalf of the vendors that the purchasers directed that the goods were to be forwarded to Melbourne, so that while they were in the hands of any of the carriers who would forward them to Melbourne, and until they arrived there, they were still in transit, and the right to stop them existed. The question turns on the true construction of the letter of the purchasers of the 28th of June, which is as follows: "Please deliver the ten hogsheads of hollow ware to the *Darling Downs*, to Melbourne, loading in the East India Docks here." The argument on the part of the purchasers was, that those directions were directions to deliver on board a particular ship and nothing more; but that argument amounts to saying that the goods were to be delivered on board the ship, there to be kept as in a warehouse, subject to further orders from the purchaser as to further carriage or discharge. Surely that cannot be the business meaning of the transaction. The ship is loading for Melbourne, goods are to be received on board for carriage to Melbourne, and the meaning is that these goods were to be delivered on board to be carried to Melbourne. A mate's receipt was given, and a bill of lading was signed which showed that the goods were received for carriage to Melbourne, and therefore what was actually done bears out my construction of the document. It therefore follows, in my opinion, that these goods were in the hands of carriers as such, and in the course of their original transit from Wolverhampton until they reached Melbourne. I think the letter of June 28 gave all the necessary directions, and that the case does not fall within that class of cases where a fresh transit begins in consequence of fresh directions by the purchasers as to a further transit. I need not refer to all the cases cited. Mr. Willis' argument is directly met by the judgment of Bowen, L.J., in *Kendall* v. *Marshall, Stevens & Co.*, where he says: "Where goods are bought to be afterward despatched as the vendee shall direct, and it is not part of the bargain that the goods shall be sent to any particular place, in that case the transit only ends when the goods reach the place ultimately named by the vendee as their destination. In *Cootes* v. *Railton*, 6 B. & C. 422, several cases were cited by Bayley, J., in the course of his judgment, and the principle to be deduced from them is, that where goods are sold to be sent to a particular destination, the transitus is not at an end until the goods have reached the place named by the vendee to the vendor as their destination." In *Ex parte Mills*, 15 Q. B. Div. 39, I cited the test laid down by Lord Ellenborough in *Dixon* v. *Baldwen*, 5 East, 175, where he says: "The goods had so far gotten to the end of their journey that they waited for new orders from the purchaser to put them again in motion, to communicate to them another substantive destination, and that without such orders they would continue stationary." I applied that rule to the case then before me, and held that in that case the goods had arrived at

their destination when they got to Southampton. Such is not the case here; no fresh orders would be necessary in this case until they arrived at Melbourne. I therefore think that the vendors rightly exercised their right to stop *in transitu*, and that this appeal must be dismissed.

FRY, L. J.—I am of the same opinion. The trustee of the purchasers relies on a constructive delivery, that is, a delivery to an agent of the vendees, as terminating the transit. No doubt the transit is at an end when delivery is made to an agent to hold for the vendee, or to await further instructions for the despatch, but when the sole duty of the agent is to transmit, then nothing can be clearer than that the transitus continues whilst the goods are in the hands of such transmitting agents, however many they may be. I will refer to only one authority on the subject. In *Berndtson* v. *Strang*, 16 L. T. Rep. (N.S.) 583; L. Rep. 4 Eq. 481, Lord Hatherley says: "In the ordinary case of chartering it appears to me that the captain or master is a person interposed between vendor and purchaser in such a way that the transitus is not at an end, and the goods will not be parted with, and the consignee will not receive them into his possession until the voyage is terminated, and the freight paid according to the arrangement in the charter-party." I can only come to the conclusion in this case that the railway company, the lightermen, and the shipowners were all agents to receive the goods for the purpose of carrying them to Melbourne, and that the transit was not at an end until they reached that place.

LOPES, L. J.—I think that the law applicable to this case is to be found in the words of Lord Ellenborough in *Dixon* v. *Baldwen*, *ubi sup.* Applying that law to this case, the only direction given by the vendees was contained in the letter of the 28th of June, and the case really depends on the true construction of that letter. I can only read it as meaning that the goods are to be sent to the shipowners to be forwarded to Melbourne. If so, no fresh orders were required until they reached that place, and the transitus continued until that time. I think the decision of the Court below was right, and must be affirmed.

Appeal dismissed.

CHANCERY DIVISION.

LONDON, Feb. 1, 1889.

Before KAY, J.

In re THE AUSTRALIAN WINE IMPORTERS (LIM.) AND MASON.

Trade-mark—Registration—'Calculated to deceive'—Patents, &c., Act, 1883, *ss.* 72, 73.

This was a summons by the above-named company to direct the comptroller to proceed with the registration in connection with wines of a trade-mark consisting of a label with a medallion in the centre; on the medallion was the figure of a sheep suspended by a band, with the words 'Golden Fleece' inscribed on each side of it.

In 1881 a device of a sheep suspended in a similar manner, with the words 'Golden Fleece Rum,' was registered; and in 1882 a similar device, inscribed with 'Golden Fleece Whisky,' was also registered. Both these trade-marks were assigned to Mason, a wine and spirit merchant, upon whose opposition the comptroller declined to register.

KAY, J., refused the application with costs, on the ground that anyone who liked 'Golden Fleece' whisky or rum would be led to believe that the wine which the applicant proposed to sell in connection with the words 'Golden Fleece' came from the same merchant as the rum and whisky; and the 'exclusive use' of the words 'Golden Fleece' by the applicant would be calculated to deceive. Having regard therefore, both to sections 72 and 73, the mark ought not to be registered.

RECENT ENGLISH DECISIONS.

Shipping.

A fishing smack responding to the signal of a barque short of provisions and with crew frostbitten, and guiding her into port, held to have rendered salvage services (*The Aglaia*, 57 Law J. Rep. P. D. & A. 106)

Railways.

A claim of a right of way formerly existing

in a natural state but crossed by a railway, held to oust the jurisdiction of justices to convict for trespass on the railway (*Cole* v. *Miles*, 57 Law J. Rep. M. C. 132).

"Goods"—Dogs.

The term 'goods' (Metropolitan Police Act, 1839, 2 & 3 Vict. c. 71, s. 40,) includes a dog, and a metropolitan magistrate can entertain an application for delivery up of a dog alleged to be unlawfully detained (*Regina* v. *Slade, ex parte Yeoward*, 57 Law J. Rep. M. C. 120).

Company—Directors.

Directors of a company are not governed by the same rules as ordinary trustees; they are only liable for *crassa negligentia* (*In re Faure Electric Accumulator Company*, 58 Law J. Rep. Chanc. 48).

IS AN ARCHBISHOP A COURT?

The appearance of the citation in *Read* v. *The Bishop of Lincoln*, and the case of *Ex parte Read*, 58 Law J. Rep. P. C. 32, reminded lawyers of the existence of an almost forgotten Ecclesiastical Court of the Archbishop of Canterbury. Bishops' Courts have not been altogether forgotten like the lower forms of archdeaconry and other Courts formerly having jurisdiction over wills and intestacies. The jurisdiction of a bishop as visitor of a cathedral was within recent times brought prominently before the world when Bishop Temple sat in judgment, with Mr. Justice Keating as his assessor, in the chapter-house of Exeter Cathedral on the reredos, the legality of which was attacked on the ground of its exhibiting images; but the Bishops' Courts began to decay when the practice became general of sending letters of request, under which the Dean of the Arches tried most of the causes ecclesiastical, and almost disappeared when Mr. Disraeli passed his Public Worship Regulation Act and gathered up the fragments of ecclesiastical jurisdiction in the person of Lord Penzance. These fragments are all that is left of the time when the cleric was the only lawyer, and remind us that the history of English judicature was a series of invasions by the laity of the Church, in recent times represented by the abolition of the criminal, proprietary, testamentary, and matrimonial jurisdiction of the Ecclesiastical Courts over laymen. The Archbishop's touch of pathos when he said it will be convenient to counsel to attend at the Royal Courts of Justice, as there is now no Doctors' Commons, exactly represents the situation. Doctors' Commons was not only the home of ecclesiastical lawyers, but of Admiralty lawyers. It has gone the way of Serjeants' Inn and of the Inns of Chancery and other institutions left high and dry above the tide of the business of life.

The Archbishop's Court at no period of its existence in English history, if it existed, as is claimed by the promoters of the present suit, could, from the nature of its jurisdiction, be very prominent. What is claimed for it is that it is a Court different from that of the Arches, which was an Archbishop's Court in which the dean sat as deputy, and is a Court with jurisdiction limited to the trial of charges brought against bishops. The earliest authority for its existence appears to be the Act of Citation (23 Hen. VIII. c. 9); and in the reign of William III., in the case of *Lucy* v. *The Bishop of St. David's*, Bishop Watson was tried for simony by Archbishop Tenison. An Act of Henry VIII. gives an appeal from the Archbishop to the Court of Delegates, to which Court there was always an appeal from the Court of Arches, and the Court of Delegates is now represented by the Judicial Committee of the Privy Council. In June last, the Archbishop declined to exercise jurisdiction without instruction from a competent Court, not being able to satisfy himself that he had jurisdiction in the matter. The decision of the Judicial Committee was briefly expressed in the words, 'Their lordships are of opinion that the Archbishop has jurisdiction in this case. They are also of opinion that the abstaining from entertaining the suit is matter of appeal to Her Majesty; they desire to express no opinion whatever whether the Archbishop has or has not a discretion whether he will issue a citation, and they will humbly advise Her Majesty to remit the case to be dealt with according to law.'

This opinion was arrived at by the Lord Chancellor, Lords Herschell, Hobhouse, and Macnaghten, and Sir Barnes Peacock, with the Bishops of London, Salisbury, Ely, Manchester, and Sodor and Man as assessors. Thereupon the Archbishop issued his citation. The expression of opinion attributed to their lordships, that 'in the event of his Grace declining, as judge ecclesiastical, to entertain such a suit, the case would be tried elsewhere upon its merits,' does not occur in any part of the report, still less in the judgment. The reference to discretion was apparently directed to the suggestion that section 9 of the Public Worship Regulation Act applied to the case from some not easily conceivable point of view. As represented, it was an individual opinion that cannot be supported as there is no Court which has ecclesiastical jurisdiction before which a bishop can be cited, except the Archbishop's, just as there is no Court before which an archbishop can be cited. As to the jurisdiction of the Supreme Court of Judicature over a bishop, that has generally been exercised rather to prohibit the Ecclesiastical Courts than to stimulate them; but there is no principle of law better ascertained than that a Court, if it has jurisdiction, is bound to exercise it, and by the issuing of the citation we are spared the question whether there is any authority to enforce that law against an archbishop.

At the same time full opportunity was given to the Bishop of Lincoln to raise the question of jurisdiction, which the forms of any Court allow. Sir James Deane, the Vicar-General, and Dr. Tristram, the prosecutor's counsel, appeared in their scarlet robes of doctors of laws. This might be viewed as an assumption on the part of the one and a claim on the part of the other that a Court was sitting. Of the five other counsel, such is the decay of academic law, only one had a degree in law, and that was the leading counsel for the defendant, who perhaps waited until it had been decided by a purely ecclesiastical authority that he was appearing before a Court of ecclesiastical law. The point made by the protest is not that the Archbishop has no jurisdiction to issue the citation, for it has been decided by the Privy Council that he has. It was that the trial ought to take place before the Archbishop and the comprovincial bishops. If a benighted common lawyer may be allowed to criticise such high ecclesiastical proceedings, it shall be said that the protest was made too early. It was not a plea or a protest to the jurisdiction, but a challenge to the panel, and ought to have been taken after the case was called on, and not before the opening of the Court. The course taken was perhaps due to the registrar opening the Court not with a proclamation, but by simply saying, 'In the Court of his Grace the Archbishop of Canterbury,' like the title of an affidavit, and in the same breath calling on '*Read and others* against *The Bishop of Lincoln*.' If the point succeed, there will be a judicial spectacle before which the appearance of the full Court for the Consideration of Crown Cases Reserved on a saint's day will pale. In any case we may expect a great deal of ingenious argument. There may appear a difficulty in arguing before one judge the question whether the argument ought not to be before some dozen others as well; but the Bishop of Lincoln's counsel after the protest are entitled to argue that there is no jurisdiction in an archbishop to try a bishop, on the assumption that they are addressing a very venerable person who assumes to act as judge and is open to conviction that he is not.–*Law Journal* (London.)

THE BAR EXAMINATIONS AND THE UNIVERSITY DEGREES.

To the Editor of the LEGAL NEWS:

Sir,—Your criticism of the Bar examinations, and your special plea in favour of University degrees, contained in the LEGAL NEWS of March 2nd, is neither generous nor fair to the General Council of the Bar. 1o. You say "that a school-boy would be covered with disgrace if his composition revealed the faults of grammar which appear in the petition framed by that august body," the General Council. In the first place, the petition is signed by two French Canadians, who might well be excused for some grammatical faults in an English composition. Look around you and ask yourself how

many English advocates are in a position to write decently a like document in French, and you would probably pause before deriding two old members of the profession. In the next place, did you imagine that having to address a French house, two French Canadians would do so in a language which was not their own? Having given this explanation, if such were needed, I now beg to inform you that neither Mr. R. Roy, nor myself, nor any member of the General Council is responsible for the English version which you have published of our petition, and for which you wish to make us responsible. The honor and glory of the English garb belong not to us, but to the translator, who may be known to you, but certainly is not to us. 2o. You state that before the present system of examinations for admission to study was established, the practice was to waive examination for Bachelors of Arts. The practice at that time was anything and everything. There used to be four or five sub-committees in Montreal alone, sitting at the same time, with about the same number in Quebec, and Boards at Three Rivers and Sherbrooke. No rule was followed. Some boys were admitted who could decline *rosa, &c*; some were admitted who could not.

The consequence was the profession was invaded by ignorant, ill-bred and unscrupulous men, who resorted to various devices for a living, and who have degraded the profession generally in public estimation. I think it is as well not to mention the *practice* prior to the present system.

As for the reasons of the General Council against the B. A. bill, I need not repeat them, and shall simply refer to my letters in the *Gazette* on this question.

3o. I have tried, but ineffectually, to reconcile your views on the value of the Bar examinations for admission to study. You say, first, that the Bachelor of Arts "is told that he must submit to a *school-boy* examination by gentlemen who, in some departments of study, would readily be plucked in the examinations through which the candidate has already passed. This is a *humiliation* without any compensation that we can see." In other words: a *school-boy* examination before ignorant examiners. But then, you immediately add, "it is unquestionable that the preliminary requirements for law students have been carried too far." Now, sir, I would like to know what *you* think of our examinations." Is it, as by the first statement, a childish, a *school-boy* examination on the first elements of *reading, writing* and *spelling*, as the bill for the establishment of a Provincial Board of examiners, so fiercely and vehemently and threateningly demanded by Sir William Dawson and the English Universities, proposed to do? Is it a *humiliation* for the learned Bachelors of Arts, who have passed severe and numerous examinations at the University, and who are told to submit to this *school-boy* examination? Or do the Bar regulations require too many requirements for admission to study law, as you also say in the same breath?

The contradiction is plain, clear, apparent, patent, but it is not peculiar to yourself alone. You only re-echo the cry of the English Universities, who objected to the Bar regulations as exacting too many "requirements," to use your own words, and who specially objected to philosophy, which, we were told, is unknown as a school teaching matter in English schools; and after having induced the General Council to lower the number of marks in philosophy to suit their own pupils, now turn upon us and speak with scorn of our school-boy examinations. (This last argument was the one mostly used by the English Universities before the House Committee lately.)

So much for the requirements themselves and for your own consistency. The necessity of teaching philosophy (or logic) in the English Universities or schools, is, I think, apparent to most readers.

Now, one word about the examiners, whom you denounce as ignorant and incompetent. You must surely know, sir, that the written examination is conducted solely by Professors in the Arts Faculties, and you must be aware that such has been our system for the last seven years, and that the Rev. Dr. John Clark Murray, Professor of philosophy at McGill, is the English aid examiner, and that Professor Laflamme of Laval, and Douville of Nicolet, are the other two aid examiners. I wish Rev. Dr. Clark Murray

would tell the public what he thinks of our preliminary examinations.

4o. I have little to say on the examination for practice. It may be enough to mention that you are scarcely more familiar with that branch of the question than with the other. You suggest four years as a minimum term of clerkship even for the B.C.L. candidates. Let me tell you, sir, that such has been the law for over two years.

In conclusion, I may say it is to be regretted that you had not read my late *letters* in the *Gazette* on these questions. They contain much useful information, specially to those who write for the public. They have just been issued in pamphlet form, and every member of the profession, who takes an interest in these matters, is welcome to a copy.

S. PAGNUELO.

Montreal, March 13, 1889.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 9.

Judicial Abandonments.

J. U. O. Dechêne, trader, Fraserville, March 1.

Philippe Rheault, doing business as A. J. Fortier & Co., Three Rivers, Feb. 23.

Morency frère, St François, March 2.

Charles Wm. Phillips, doing business as C. W. Phillips & Co., boot and shoe manufacturer, Berthierville, March, 1.

Victor Portelance, Lachevrotière, March 7.

Curators Appointed.

Re Chapdelaine & Lacouture.—C. Desmarteau, Montreal, curator, March 5.

Re Samuel J. Kelly and Thomas E. Kelly.—Kent & Turcotte, Montreal, joint curator, Feb. 26.

Re Alfred St. Pierre.—C. S. Milette, Richmond, curator, Feb. 25.

Re Pierre Vallières.—C. Desmarteau, Montreal, curator, March 4.

Dividends.

Re J. O. Boucher.—First and final dividend, payable March 23, A. A. Taillon, Sorel, curator.

Re Brault & Cadieux.—First and final dividend, payable March 26, Gauthier & Parent, Montreal, curators.

Re late Cyril Chandler, Stanbridge.—Final dividend, payable March 13, M. Corey, Stanbridge East, curator.

Re Belzamire Guay (F. Guay & Co.)—First and final dividend, payable March 28, Kent & Turcotte, Montreal, joint curator.

Re André Fontaine.—First and final dividend, payable March 22, Bilodeau & Renaud, Montreal, curators.

Separation as to Property.

Marie Alphonsine Bégin vs. Achille Prudent Caron Quebec, March 5.

Sophie Dubreuil vs. Jean Baptiste Brousseau, trader, township of Ditton, Feb. 25.

Marie Euphrosine Haineault vs. Ubalde Archambault, farmer, St. Timothée, Dec. 10.

Aglaé Royreau dit Laliberté vs. Joseph Guilbert, manufacturer, Farnham, Feb. 20.

Guta Rebecca Mecklenburg vs. Jacob Roshegolsky *alias* Rogalsky, trader, Montreal, Feb. 14.

Special Terms.

Extraordinary term of Court of Queen's Bench, district of Chicoutimi, April 10.

Special term of Superior Court, district of Chicoutimi, from 2nd to 8th April.

Special term of Circuit Court, district of Chicoutimi, from 28th March to 1st April.

GENERAL NOTES.

DULL TIMES.—A correspondent of the *Scottish Law Review*, writing from London, remarks sadly upon the "uneasiness and dissatisfaction" which are "spreading amongst the Bar," owing to the stagnation of legal business in that city.

MRS. FACING-BOTH-WAYS.—A curious instance of "right about face" occurred in court recently. A petition of nullity had been presented against a husband, falsely so called, on the ground that he was insane at the time of the marriage. While the suit was still pending the respondent died, and the petitioner now claimed administration of his estate as "his lawful widow and relict."—*Law Journal.*

DECLARATION IN ASSUMPSIT.

John Doe complains of Susan Roe
That she, with scheming art,
Has stolen from the said John Doe
His valuable heart.

For this, to-wit, that heretofore,
To-wit, November nine,
She called the said John Doe an oak,
And styled herself the vine.

And later on the aforesaid day,
With malice all prepense,
The said defendant ate ice-cream
At plaintiff's great expense.

And then and there to said John Doe
Said Susan Roe implied
That she would go in coverture
To be said plaintiff's bride.

And this to do she has refused;
And thus, with cruel art,
Has stolen from the said John Doe
His valuable heart.

And so he prays this County Court
To do him justice meet;
Likewise for damages he prays,
Therefore he brings this suit.

Virginia University Magazine.