The Legal News.

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Mr. Justice Stephen, in the case of *Taylor* v. *Timson*, January 16, delivered an interesting judgment, maintaining the right of every Englishman, although so humble as a boy in a reformatory school, to attend the parish church. The plaintiff, Taylor, a boy in a reformatory, sued a churchwarden to recover damages for assault in being prevented from entering the parish church of Netley. It appeared that as the boy was passing in by the gate of the churchyard, in order to attend service in the church, Timson laid his hand upon him and pushed him back, thereby preventing him from attending service. The defendant justified his act on the ground that in the church, which contained 305 sittings for a population of 1,100, places could not be found for the boys from the reformatory. The learned judge said he would not decide the question whether the incumbent, as the freeholder, had a right to exclude people from the church; but the churchwarden clearly had no such right. The learned judge directed attention to 5 & 6 Edw. VI., c. 1, repealed in the reign of Queen Mary, but revived by 1 Eliz. c. 2, which enacts that all persons shall diligently and faithfully, having no lawful or reasonable excuse to be absent, endeavour themselves to resort to their lawful parish church or chapel accustomed upon every Sunday or other days ordained and used to be kept as holidays. The boy Taylor had, therefore, not only the right, but it was his duty, under pain of fine, to attend his parish church. Judgment was given for the plaintiff with 1s. damages. "For many years," added the learned judge, "the difficulty has been all the other way—to get people to come to church." We have a faint suspicion that there is a long arrear of fines due by Mr. Justice Stephen.

The Solicitor General, Sir E. Clarke, Q.C., in the address to the Birmingham students, referred to last week, made some observations worthy of note. He said:—"What is the interest of the public at large? That should be our first consideration; and if we were disposed to forget or disregard it, a very little reflection would show us that this is a practical age, and that, whether we like it or not, a Parliament which addresses itself to industrial and social reform will make short work of professional rules or the privileges of private institutions, however venerable, if they are found to hinder the attainment of an important public object. That object is the prompt and inexpensive administration of justice, civil as well as criminal, and the enforceable obligation upon everyone to whom the State grants the special privilege of practising in its Courts to do to the best of his ability any work which he accepts payment for doing. In my belief this object can be effected only by the fusion of both branches of our profession, and I wish to set before you this evening some of the reasons why I believe that change will not only produce great public benefit, but will raise the condition and improve the position of the whole profession." The Solicitor General then referred to the ordinary costly routine, by which the suitor explains his case to a solicitor; the facts and proofs are collected, and then the knowledge which the solicitor has acquired has to be conveyed to counsel,—all at great expense. "In most cases the counsel is not the choice of the litigant, but is simply the counsel usually employed by the solicitor. Whether he performs his duty or neglects it, whether he does it well or ill, he is under no legal liability to the man by whom he is paid. The brief may not have told him all the facts, he may not have read it; he may be in another Court when the case is being tried; but a client is absolutely in his hands, and cannot sustain any legal claim, even for the return of the fees which have not been earned." For this and other grievances the cure suggested is the fusion of the advocate and solicitor branches of the profession. "There are now solicitors," he said, "who would make great advocates. There are barristers who would do thoroughly well the solicitor's work; and by letting each do the work for which he was best fitted we should give the litigant a larger area of choice, and save him from the useless burden of being bound to employ two persons instead of one."

At a time when the great powers of Europe are preparing vast armaments—for self defence only — the following letter from an eminent lawyer of one nation to an equally eminent lawyer of another, is not without interest. The letter, which we extract from a newspaper of the period, was addressed by Lord Brougham to M. Berryer:—

"Cannes, 28 décembre 1866.

"Mon cher illustre confrère,

"Je vous envoie le discours que j'ai prononcé au congrès de Manchester, et, comme je suis dans ma quatre-vingt-neuvième année, il est plus que probable que ce sera le dernier que je prononcerai. En disant adieu au public, j'ai pensé que c'était une obligation pour moi de faire connaître les sentiments que j'éprouve contre la guerre et contre ces grands meurtriers, à la tête desquels on doit mettre l'empereur Napoléon Ier; mais j'ai ajouté que j'appréciais la déclaration de son neveu, le présent empereur, à propos de la guerre. Mon indignation contre ces meurtriers était accompagnée de l'expression du mépris que je ressentais pour la folie de ceux qui les ont encouragés par leurs applaudissements.

"Agréez l'assurance de ma sincère amitié,

"H. Brougham."

SUPERIOR COURT.

Sherbrooke, December 22, 1887.

Coram Brooks, J.

Channell v. Beckett, & Beckett, Petitioner, & Channell, Respondent.

Capias ad Respondendum—Judicial Abandonment.

Held:—*That a debtor, who, with the consent of his creditors, made a voluntary assignment to a third party, as trustee for the benefit of his creditors of all his property, under the law as it stood previous to the* 48 *Vict. Cap.* 22 (*Quebec*), *is not subject to arrest under a Capias ad Respondendum at the instance of one of the consenting creditors for not afterwards making a judicial abandonment of his property under the said* 48 *Vict. Cap.* 22, *if he shows, as in this case, that he has acquired no property since such assignment and has nothing to abandon.*

Per Curiam:—This action was brought to quash a *Capias ad Respondendum* issued May 13, 1887, alleging that petitioner was a trader who had ceased to make his payments, that he had been required by notice of 28th April, 1887, to make a judicial abandonment of his property under 763 or 799 C.C.P., as well individually, as a partner in Beckett & Co.

In answer to this demand, served on 28th April, defendant petitioner served through a notary public, a notification on plaintiff, declaring that on 19th November, 1884, he had made an assignment to Mr. Darling of all his property, real and personal, that plaintiff had acquiesced in it, filed his claim and drawn a dividend, that since petitioner had acquired and had no property, that he had nothing in the firm of W. W. Beckett & Co., the profits not being sufficient to support him, and no balance and no interest which under any circumstances he could assign.

Notwithstanding this, plaintiff caused his arrest and defendant petitioned on the same grounds for his discharge. Proof has been made, plaintiff alleging in answer to the petition, that the petitioner did not abandon, that he has property, and that he has an interest in Beckett & Co.

It appears that defendant made a voluntary assignment, Nov. 19, 1884, that his movables were sold and his real estate attached and a part sold, and his residence attached, but not sold, as his son claimed ⅞ and the plaintiff in the suit not caring to sell an undivided part, suspended proceedings, pending the opposition now pending before the Queen's Bench*—petitioner occupying still, but having made no opposition to sale, it being *en mains de justice.*

It is evident that so far as appears in this case the petitioner did make over his property to Darling for his creditors. Was that good *quoad* petitioner, or does 48 Vic. cap. 22, s. 1, compel him to do it again? He divested himself of it, and in this respect certainly satisfied a law made to punish dishonesty. The plaintiff acquiesced and drew his dividend, having forwarded his claim against petitioner to Darling.

* *Beckett & The Merchants Bank*, M. L. R., 3 Q.B.

I am of the opinion that so far as petitioner is concerned, it not being established that he retained anything fraudulently at the time of his assignment, the plaintiff cannot arrest him for refusing to make an abandonment, or as in 799 C. C. P., an assignment, of what he had already assigned.

If plaintiff had proved a fraudulent detention or secretion it would have been dedifferent, consequently on the first ground he was not entitled to arrest the defendant. As to the other ground, he says, you are in partnership—you must assign your interest in this partnership. The petitioner notified the plaintiff before the capias, "I have no interest therein—I have lived out of it, being entitled to six hundred dollars, and there are no profits." Is that true? Strange to say I find a statement produced by Mr. Chamberlain, one of the partners in the firm of W. W. Beckett & Co., showing the condition of the company (Petitioner's Exhibit "Z"), apparently showing a loss and gain of $1246.33, but on examining it I find that it is entirely misleading, that, in this apparent surplus is included $1145.91, drawn by petitioner, being an excess of $145.91 over what he was entitled to draw for twenty months, and $500.97 drawn by Chamberlain, as assets. Deduct this and the firm could not, on the 1st of May, 1887, pay its obligations by about $500. How, if petitioner had no interest, could he assign it, irrespective of the question as to whether he could be called upon to assign his share in a partnership? He told plaintiff this, still, plaintiff, alleging that he had an interest, contested his petition.

Is our law such that without fraud, without property, a person is bound to make a judicial abandonment, of what? not of what he has, but of what he has not?

Plaintiff has chosen to go into this issue. He says defendant should have abandoned, and then I might have contested his statement. He has contested here, and it is shown that there was nothing to abandon. There is no suggestion of any bad faith. Plaintiff had nothing to gain, defendant had nothing to assign, acquired since his former assignment, which I hold released him from the obligation to re-assign, and which obligation could only be created, since, by his having continued in trade and refusing to assign. He went into business with nothing and has acquired nothing since, and I do not think he was liable to arrest.

Consolidated Statutes of Lower Canada, Cap. 82, Sec. 47, says, "when a party has refused to make a *cession de biens* to his creditors or for their benefit." Chap. 87, sec. 9, says the same thing. The object of the law is to prevent fraud, but no fraud is shown here, and debtors must not be persecuted.

Petition granted.

Camirand, Hurd & Fraser, Attys. for petitioner.

Ives, Brown & French, Attys. for plaintiff.

SUPERIOR COURT.

MONTREAL, Jan. 24, 1888.

Coram LORANGER, J.

RIELLE v. DECARY.

Action for Libel—Delay for Pleading.

The plaintiff sued for damages on account of libellous allegations contained in a plea filed by the present defendant, in a case in which the Grand Trunk Railway Company was plaintiff.

The latter action was taken by the G. T. Railway Company to compel the present defendant to carry out a promise of sale of certain property required by the Company for their line. The defendant, in his plea to this action, alleged that he had been induced to sign this promise of sale by fraudulent representations on the part of the present plaintiff. The plaintiff sued for damages on account of these allegations.

After the return of the action, the defendant moved that the delay for pleading be extended till three days after the final judgment in the case of the *G. T. Ry. Co.* v. *Décary*.

The grounds alleged in support of the motion were that the final judgment in question would, in some degree, decide the fate of the present case; that the *enquête* in the two cases was identical; that it was useless to incur the expense of a second *enquête* on the same facts; and that it would be to the

advantage of both parties to have the case remain *in statu quo* till the said final judgment.

The defendant cited the case of *Mainville* v. *Young* (5 L. N. 378.)

The Court declared the motion premature, and rejected it with costs.

Lafleur & Rielle, for Plaintiff.
J. A. Descarries, for Defendant.
(N. T. R.)

CIRCUIT COURT.

MONTREAL, January 23, 1888.

Coram GILL, J.

LACAILLE v. CONNOLLY.

Promissory note dated and payable at place where action is brought—Declinatory exception.

This was an action for the recovery of $54.50, amount of a promissory note, dated at Montreal, payable at La Banque Nationale there. The action was served on the defendant at his residence and domicil in the district of St. Francis.

To the action the defendant pleaded a declinatory exception, alleging that the note was made in the district of St. Francis.

At the trial the parties filed the following admission in writing: "The parties consent "and admit that the promissory note in this "cause was executed by defendant at Windsor Mills, in the district of St. Francis, and "delivered by him there to Roy & Cie. who "endorsed and delivered the same to the "plaintiff herein for value."

The Court dismissed the *exception déclinatoire* with costs.
(W. E. D.)

*SUPERIOR COURT—MONTREAL.**

Partnership—Action between partners after final settlement.

HELD:—That when a final settlement of accounts has been made between partners, after the dissolution of the firm, there is no longer any occasion for an action *pro socio* in respect of a claim, of one partner against another, based upon the final arrangement between them.—*Gourlay* v. *Parker*, in Review, Johnson, Taschereau, Mathieu, JJ., November 30, 1887.

Quebec Controverted Election Act—Procedure—Certificate of Stenographer — Reading of deposition to Witness — Presumption in favor of due execution of official Act in absence of proof—Corrupt Act.

HELD:—1. That the trial judge exercised a proper discretion in permitting the stenographer to append his certificate to depositions transcribed from short-hand notes, which had been filed without being certified correct.

2. That depositions which have not been read over to the witnesses deposing, are not legal evidence; but where the record does not show whether the depositions were or were not read over to the witnesses by the stenographer, the presumption is that the officer of the Court properly performed the duty incumbent on him, the principle applicable being, "*omnia præsumuntur rite et solemniter acta donec probetur in contrarium.*"

3. That corrupt acts by agents were proved in the present case—Election of Missisquoi, *McQuillen & Spencer*, Johnson, Loranger, Tait, JJ., Dec. 20, 1887.

Master and servant—Responsibility of master—Insufficiency of scaffolding.

HELD: — (Affirming the judgment of Mathieu, J., M. L. R., 3 S. C. 198), that an employer is responsible for injuries suffered by his workman in consequence of the insufficiency of a scaffolding constructed by a fellow-servant in obedience to the orders of the employer.—*Bélanger* v. *Riopel*, in Review, Papineau, Loranger, Davidson, JJ., Dec. 30, 1887.

Régistrateur— Certificat— Hypothèque payée— Honoraire—Répétition.

JUGÉ:—Que le régistrateur qui donne un certificat doit y mentionner toutes les hypothèques affectant la propriété pour laquelle on demande tel certificat, mais qu'il ne doit pas y inclure les hypothèques qui ont été payées; et qu'il pourra être condamné à

* To appear in Montreal Law Reports, 3 S.C.

remettre les honoraires qu'il se sera fait payer pour ces dernières entrées.—*Marchand* v. *Marchand, & Ryland, mis en cause*, Mathieu, J., 28 juin 1887.

Libelle—Dommages.

JUGÉ:—Que la publication par un journal de l'article suivant: "*Heureusenent que les "voyous qui ont crié et hurlé n'étaient pas des "électeurs du comté. Les rouges avaient fait "monter là une cinquantaine de repris de justice, "à la tête desquels se distinguait un charretier "du nom de Sabourin qui a déjà purgé une "sentence de six mois à la prison commune de "Montréal pour parjure. C'est à ces gibiers que "les honnêtes gens doivent de n'avoir pas pu "entendre paisiblement la discussion hier soir,*" constitue un libelle, pour lequel le journal a été condamné à $50 de dommages et dépens d'une action de $100.—*Sabourin* v. *La Cie. d'imprimerie et de publication du Canada*, Würtele, J., 5 nov. 1887.

Taxes municipales — Prescription — Rôle de Cotisation—Avis préalable—Délégation de pouvoir—Règlement général.

JUGÉ:—1o.—Que les taxes municipales spéciales imposées pour la construction d'égout dans la Cité de Montréal ne sont pas des taxes ordinaires et n'entrent pas dans la catégorie des fruits civils échéant jour par jour, et que, par suite, elles ne sont sujettes à aucune prescription particulière et ne peuvent se prescrire que par trente ans.

2o.—Que pour le prélèvement de ces taxes, le Conseil de la Cité de Montréal peut déléguer ses pouvoirs à un de ses officiers municipaux.

3o.—Que pour la confection de travaux publics de même nature dans la Cité de Montréal, il n'est pas nécessaire de faire un règlement particulier pour chaque cas; un règlement général, fait par le Conseil sur la recommandation d'un de ses comités, est suffisant.

4o.—Qu'il n'est pas nécessaire que la Cité de Montréal donne avis préalablement à la construction d'égouts qu'elle fait faire dans les rues, mais que l'avis qu'elle donne aux propriétaires de relier leur conduit privé à l'égout public est suffisant.

5o.—Qu'une résolution du Conseil de la Cité de Montréal doit être contestée dans le délai de trois mois.—*La Cité de Montréal* v. *Cuvillier et al.*, Loranger, J., 30 nov. 1887.

Séparation de corps — Demande distincte de séparation de biens—Avis public—Art. 974 C. P. C.

JUGÉ:—Qu'il est nécessaire de donner dans les journaux et dans la Gazette Officielle, l'avis requis par l'article 974 du Code de Procédure Civile, lorsque dans une action en séparation de corps la partie demanderesse demande distinctement la séparation de biens.—*Pilon* v. *Vinet dit Laplante*, Jetté, J., 7 déc. 1887.

Jugement ex parte devant le protonotaire—C. P. C. articles 89, 90, 91—Avis d'inscription au défendeur.

JUGÉ:—Que pour les jugements rendus *ex parte* par le protonotaire, en vertu des articles 89, 90, 91, du Code de Procédure Civile, il n'est pas nécessaire de donner avis au défendeur de l'inscription pour jugement.—*Dalbec* v. *Dugas et al.*, en révision, Johnson, Rainville, Laframboise, JJ., 29 nov. 1879.

Tuteur—Action en destitution de tutelle—Capitaux du mineur.

JUGÉ:—Que bien que l'action en destitution de tutelle n'enlève pas au tuteur l'administration des biens du mineur, il est de principe de ne pas lui laisser la disposition des capitaux tant que cette action est pendante.—*Lebeuf* v. *La Cie. du Grand Tronc, et Dépatie*, Jetté, J., 17 décembre 1887.

RECENT ENGLISH DECISIONS.

Prescription. — Where a debtor against whom a writ has issued within six years dies, and the creditor begins a fresh action within a year of probate but outside the six years, the debt is not barred.—*Swindell* v. *Bulkeley*, 56 Law J. Rep. Q. B. 613.

An amendment to a statement of claim by adding a cause of action not barred by the Statute of Limitations when the writ of summons was issued, but barred at the time of the amendment, ought not to be allowed.—*Weldon* v. *Neal*, 56 Law J. Rep. Q.B. 621.

Marine Insurance.—An injury to a donkey-pump through the valve salting, whether accidental or through negligence, is not a peril *ejusdem generis* with perils of the sea so as to come within the general losses of the policy. *Thames and Mersey, &c., Company* v. *Hamilton, Fraser & Co.*, 56 Law J. Rep. Q. B. 626.

Railway Company—Notice.—A notice by a railway company that they "will not be responsible for any passenger's luggage unless fully and properly addressed with the name and destination of the owner" is not a just and reasonable notice within the Railway and Canal Traffic Act, 17-18 Vict., c. 31, s. 7.—*Cutler* v. *North London Railway Company*, 56 Law J. Rep. Q. B. 648.

Evidence.—The presumption of the legitimacy of a child born in wedlock may be rebutted by evidence of conduct tending to the conclusion that the child was not the child of the husband; but not on a mere balance of probabilities.—*Bosville* v. *Attorney-General*, 56 Law J. Rep. P. D. & A. 97.

Admiralty Law.—The master of a ship has a maritime lien upon the ship for disbursements, and if he incur liability for necessaries for the ship, may maintain an action *in rem.*—*The Sara*, 56 Law J. Rep. P. D. & A. 100.

Sale.—On sale by sample implied warranty is excluded only as to things which the sample would disclose, and there is a warranty of merchantableness when the defect is latent.—*Drummond* v. *Van Ingen*, 56 Law J. Rep. Q.B. 563.

Railway.—A manufacturer injuriously affected by a railway company, and giving notice to quit his premises in consequence, may recover damages caused by the change to new premises.—*Regina* v. *Poulter*, 56 Law J. Rep. Q.B. 581.

Company.—Where a company has borrowed in excess of its powers, and paid its creditors out of the loan, the lender is subrogated to the rights of those creditors, whether their claims against the company accrued previously or subsequently to the date of the loan.—*Wenlock* v. *The River Dee Company*, 56 Law J. Rep. Q. B. 589.

LIABILITY OF CARRIERS FOR "WILFUL MISCONDUCT."

At the Brentford County Court, on Friday, December 9, before his Honor Judge Stonor, the case of *Preston* v. *The Great Western Railway Company* was tried. His Honor delivered judgment as follows: In this case the defendant company agreed with the consignor, as the agent of the consignee, to carry a can of milk from Melksham to Ealing, by a train timed to arrive there at midnight on September 19 last. The train duly arrived at Ealing, but the can was carried on to Hanwell, a distance of about two miles, where it arrived at about 12.26. It was sent back by the first train to Ealing, and arrived there about 7.27 in the morning, but the plaintiff was not informed of it for some hours afterwards. The station at Ealing opens at 6.15 in the morning; and the plaintiff not finding the can at the station at that hour purchased other milk to serve his customers. Subsequently he obtained the can and disposed of some of the milk, but was not able to dispose of the residue, and now sues the defendant company for the loss he thereby incurred, amounting to 9s. This amount is not disputed; and, in the absence of any special contract to the company, he would clearly be entitled to a verdict for the same. The defendants, however, set up a special contract entered into with them by the plaintiff's agent, the consignor, whereby, in consideration of the defendant company carrying milk by a passenger train at a reduced rate, instead of a goods train at the usual rate, the defendant company was released "from all liabilities in case of loss, damage, or delay (except upon proof that such loss, damage, or delay arose from wilful misconduct on the part of the company's servants)." It is contended on the part of the plaintiff that this contract was not just and reasonable within the Railway and Canal Traffic Act, 1854; but the decision of the House of Lords in the case of *The Manchester, Sheffield, and Lancashire Railway Company* v.

Brown, 53 Law J. Rep. Q. B. 124; L.R. 8 App. Cas. 703, reversing the decision of the Court of Appeal, has decided that such a contract is just and reasonable even without the exception as to wilful misconduct on the part of the company's servants, and consequently the only question in this case is, whether the loss or damage which the plaintiff has incurred has arisen from such wilful misconduct, and therefore falls within the exception. Now, considering the short distance between the Hanwell and Ealing stations, I think that the defendant company were bound to have conveyed the milk-can from the former to the latter station by 6.15, which they could easily have done at trifling expense, or at all events sent a communication to the plaintiff at the station, by that hour, and I think that the neglect of the servants of the defendant company in this respect was wilful misconduct. For misconduct may be either from commission or omission, and wilful misconduct is that which arises from a man wilfully, recklessly, or without care neglecting to use his sense in performing a duty which he has undertaken. See the judgment of Lord Justice Cotton in the case of *Lewis* v. *The Great Western Railway Company*, 47 Law J. Rep. Q. B. 131; L. R. 3 Q. B. Div. 105; and also *Hopson* v. *The Great Western Railway Company*, De Colyar's County Court Cases, 191, which came before me many years ago at Newbury, and which was not appealed from. I also think, but with some doubt, that inasmuch as no special cause is shown for the mistake which occurred in carrying on the milk to Hanwell, *primâ facie* that act was itself wilful misconduct within the principle of the above cases. There will, therefore, be a verdict for the plaintiff, with costs, in fourteen days.—His Honour, on the application of the defendants' solicitor, gave leave to appeal on the terms that the defendants were in no wise to oppose costs. This condition, he was aware, had been disapproved by Mr. Justice Hawkins in a recent case, but it had been approved of and adopted by Chief Justice Coleridge, in *Watson* v. *The London, Brighton, and South Coast Railway Company*, 47 Law J. Rep. Q. B. 639, on appeal from the Southwark County Court, and his Honour considered it to be only reasonable in a case like the present.—*Law Journal* (*London*).

INSOLVENT NOTICES, Etc.

Quebec Official Gazette, Jan. 21.

Separation as to Property.

Edesse Clément vs. Pierre Jules Godin, Montreal, Jan. 19.

Marceline Demers vs. Edouard Constant Pontant, painter, Montreal, Jan. 7.

Marguerite Christine Arthemise Gagné vs. David Maltais, student-at-law, Chicoutimi, Jan. 16.

Marie Jasmin vs. Michel Claude, Jr., parish of St. Télesphore, Dec. 17.

Commissioner to receive affidavits.

Edward Westby Nunn, solicitor, 27 Grace Church Street, London, England, appointed commissioner to receive affidavits under C.C.P. 80.

Quebec Official Gazette, Jan. 28.

Judicial Abandonments.

John Baptist and James Dean (Geo. Baptist, Son & Co.), lumber merchants, Three Rivers, Jan. 23.

Joseph Lepage, grocer, Quebec, Jan. 25.

James Charles McCubbin (McCubbin & Co.), trader, Sherbrooke, Jan. 25.

Curators appointed.

Re Lavina Fournier (L. S. Fournier & Co., Magog.) —Kent & Turcotte, Montreal, curator, Jan. 16.

Re Emery Lefebvre, Coteau. —Kent & Turcotte, Montreal, curator, Jan. 24.

Re Alfred Paré, Lachine.—C. Desmarteau, Montreal, curator, Jan. 24.

Re L. A. Sauvé. —Kent & Turcotte, Montreal, curator, Jan. 10.

Dividends.

Re Canada Co-operative Supply Association. —Third and final dividend (four cents), payable Feb. 1. Mathews & Grant, liquidators.

Re Candide Lemire (O. Lemire & Co.)—Dividend payable Feb. 15, Kent & Turcotte, Montreal, curator.

Re Wilfrid E. Ménard.—First and final dividend payable Feb. 14, C. Desmarteau, Montreal, curator.

Separation as to Property.

Rebecca Gable vs. Frederick Baker, manufacturer, Montreal, Jan. 16.

Notarial minutes transferred.

Minutes of Samuel Lapalme, notary, transferred to Joseph L. Lafontaine, notary, Roxton Falls, Jan. 21.

Quebec Official Gazette, Feb. 4.

Judicial Abandonments.

Honoré Charlebois, boot and shoe dealer, Hull, Jan. 20.

Francois Xavier Crevier, roofer and plumber, Montreal, Jan. 25.

Charles Cyr, merchant, Quebec, Jan. 26.

Joseph Dufour *alias* Latour, Joliette, Jan. 28.

Wm. Law McKenzie, merchant, Black Cape, Jan. 30.

J. E. A. Renaud, grocer, Montreal, Jan. 31.

Thomas Taylor, Quebec, Jan. 31.

Curators appointed.

Re Castle & Co., furriers, Montreal. — Seath & Daveluy, Montreal, curators, Dec. 15.

Re Olivier Dion, West Shefford.—P. E. D. Hayes, West Shefford, curator, Jan. 18.

Re J. C. E. Montreuil.—J. J. Codville, Quebec, curator, Feb. 1.

Dividends.

Re Audet & Robitaille.—First and final dividend, payable Feb. 22, W. H. Brown, Quebec, curator.

Re Beaudet & Chinic.—Dividend, payable Feb. 23, E. W. Methot and D. Rattray, Quebec, joint curator.

Re Dame Marie Barlow (Mrs. Beauchemin).—First dividend, payable Feb. 22, Kent & Turcotte, Montreal, joint curator.

Re J. G. Guimont.—Dividend, Seath & Daveluy, Montreal, joint curator.

Cadastre.

Art. 2168 C. C. to apply from Feb. 25, to the following parishes of the registration division of Beauce:—Ste. Marie, St. Joseph, St. George, St. Frederic, St. Elzear, St. Sévérin, St. Victor de Tring, St. Ephrem de Tring and St. Francis; and to the townships of Aylmer, Broughton, Lambton, Forsyth, and Shenley.

Appointment.

Charles Stuart Cotton, appointed sheriff of Bedford, *vice* Samuel B. Foster, resigned.

GENERAL NOTES.

Sir Bryan Robinson, who was appointed Chief Justice of Newfoundland in 1850, and was knighted on retiring in 1877, died at Ealing on December 6. The deceased was called to the Nova Scotia and Newfoundland bars in 1821.

If it be true that a dynamite conspiracy, well furnished with the sinews of war, is being directed against England from New York, Parliament, when it meets, may be called upon to consider the advisability of a revival of the Alien Act. This Act (11 Vict., c. 20) empowers the Secretary of State and the Lord Lieutenant of Ireland to order that any alien or aliens whom for the peace and tranquillity of the realm it is expedient to remove from any part thereof, shall depart thereout on pain of imprisonment for wilful refusal or deportation. This Act, as part of the Crimes Act (Ireland), 1882, was in force from July 12 in that year to August 14, 1885, when it expired, and it formed no part of the Criminal Law (Ireland) Act of last session.—*Law Journal* (*London*).

A very curious case is noted in this week's Notes of Cases under the name of *Re Woodham*, which appears to show that the muzzling of the ox that treadeth out the corn is countenanced in the Law Courts. The sheriff's officer levied on a farm in September, and had the standing corn cut, carried, and advertised for sale. Meanwhile the official receiver appeared on the scene, took possession of the corn, but would not pay the sheriff for the work done upon it. It was admitted that the action of the sheriff's officer was proper and reasonable; and the County Court judge allowed the item. One would have thought that the receiver might now gracefully give in; but he took the matter to the Divisional Court, where Mr. Justice Cave and Mr. Justice Smith were unable to find any legal ground on which the sheriff's equitable claim could be put. There was no common law lien or agreement or authority from anyone to the sheriff's officer to do the work. The case of the sheriff is particularly hard, because, on the one hand, if he neglect to reap when he ought to reap, he may expose himself to an action by the execution creditor; but when he reaps he is not recouped the cost.—*Law Journal* (*London*).

The London *Law Times* says:—"Lord Selborne distributed prizes to the medical students of King's College on Monday, and we regret to see that he took occasion to make some remarks disparaging the profession of the law. His Lordship reverses the old order of things, and places the professions in this order—Divinity, Physic, and Law. He remarked that the rewards in the law were proportionately greater than those in any other profession: "indeed, it seemed that the three learned professions obtained rewards in this world in inverse ratio to their dignity." His Lordship detects base motives in the adoption of the law as a profession—the greed for these rewards. Well, it may be so; but we would rather have heard it from other lips."

The editorial rooms of the *Legal News* and *Montreal Law Reports* narrowly escaped destruction by fire on Wednesday, the 18th January. A fire which broke out on a lower flat of the Royal Insurance Chambers crept up to the rear of our offices, and for some minutes it appeared that a serious loss was almost inevitable. Happily, however, the progress of the conflagration was checked in time, and the loss, so far as regards the work in progress, is not serious.

The following bill of lading for the stone work of Nelson's monument, Montreal, erected in 1808, was recently discovered among some old papers:—"Shipped by the grace of God, in good order and well-conditioned, by Inglis, Ellice & Co., in and upon the good ship called the 'Eweretta,' whereof is master, under God, for this present voyage, Alexander Patterson, and now riding at anchor in the River Thames, and by God's grace bound for Quebec and Montreal with convoy, seventeen cases containing ornamental stone work for a pillar to be erected at Montreal to the memory of the immortal Nelson, being marked and numbered as in the margin, and are to be delivered in the like good order and well-conditioned, at the aforesaid port of Montreal (the act of God, the King's enemies, fire, and all and every other dangers and accidents of the seas, rivers and navigation, of whatever nature and kind soever, excepted) unto Messrs. Forsyth, Richardson & Co., or to their assigns, freight for the said goods being paid here, with primage and average accustomed. In witness whereof the master or purser of the said ship hath affirmed to three bills of lading, all of this tenor and date; the one of which three bills being accomplished, the other two to stand void. And so God send the good ship to her desired port in safety. Amen. Dated in London, 20th March, 1808. Contents unknown to Alex. Patterson."