The Legal News.

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Mr. Justice Stephen's farewell address is given on another page. It bears no impress of the mental infirmity which has been charged against him, and he himself emphatically denies that he is sensible of any incapacity for the discharge of his duties. But he yields to outside pressure because he feels it to be important not only that the duties of the office should be well discharged, but that there should be no question as to their being so discharged. Perhaps this is a case where a *congé* for a moderate period would have preserved a strong judge for additional years of useful service, for Sir James Stephen is far from the natural decline of life. He was born in 1829, and is therefore only 62 years of age. It is to be hoped that his eminent abilities may still be available for the benefit of his country.

The salaries of United States District judges have been raised by Congress to $5,000 per annum. Even with this increase district judges in a large city like New York find themselves poorly paid in comparison with the judges of the State Courts, who receive salaries ranging from $12,000 to $17,500 a year.

The Bar of Manitoba held their first annual dinner last month, and we have received a copy of the very tastefully arranged bill of fare, with appropriate selections from the poets.

NEW PUBLICATION.

CONSTITUTIONAL DOCUMENTS OF CANADA,

With Notes and Appendixes, by Wm. Houston, M.A., Librarian to the Ontario Legislature.--Toronto, Carswell & Co., publishers.

The convenience of this work is obvious. The aim of the compiler has been to bring together the documents which contain the constitution of the Dominion of Canada and illustrate its historical development. The text of the documents has been verified by reference to authentic sources of information, and explanatory notes are appended. Among the principal documents set forth may be mentioned the Treaty of Utrecht, 1713, the Capitulation of Quebec and of Montreal, the Treaty of Paris, 1763, the Quebec Act, 1774, the Constitutional Act, 1791, the Union Act, 1840, and amending Acts of 1848, 1854 and 1859, the Confederation Act of 1867, Treaties relating to Canada, Boundaries of Canada and of the Provinces, etc. The papers comprised in this volume are indispensable to any one who wishes to become familiar with the history of his country, and Mr. Houston has performed a meritorious task in making them so easy of access. ($3 in cloth; $4 in half calf.)

COUR DE CIRCUIT.

MALBAIE, juin 1888.

Coram GLOBENSKY, J.

LAJOIE v. CORP. DE LA MALBAIE.

Chemin—Corporation—Pénalités.

JUGÉ:—*Que sous l'empire de l'art. 793, C. M., une corporation peut être condamnée à plusieurs pénalités de $20 pour négligence dans l'entretien de différents chemins de la paroisse, sans preuve qu'ils soient régis par des procès-verbaux ou règlements différents, et bien qu'il ne soit pas établi, que la défenderesse ait été informée du mauvais état dont on se plaint, ni mise en demeure de faire réparer tels chemins.*

J. S. Perrault pour le demandeur.

Chs. Angers pour la défenderesse.

(C. A.)

COUR SUPÉRIEURE.

SAGUENAY, 20 février 1891.

Coram GAGNÉ, J.

J. S. PERRAULT v. M. CARON et DIVERS CRÉANCIERS, colloqués, et DLLE MARIE GAGNON, contestante.

Douaire préfix—Hypothèque légale.

JUGÉ:—1o. *Que le douaire préfix consistant en deniers est, à toutes fins réputé mobilier, et que la femme n'a pas d'hypothèque légale pour assurer le paiement d'un douaire préfix.*

2. *Que l'hypothèque conventionnelle stipulée au contrat de mariage sans désignation des biens du mari est absolument nulle.*

3o. *Que l'enregistrement subséquent d'un avis au régistrateur désignant certains immeubles comme étant affectés par l'hypothèque stipulée en le dit contrat de mariage, ne valide pas la dite hypothèque et n'en crée pas une nouvelle sur les dits immeubles.*

JUGEMENT:—"Attendu que la contestante a contesté le rapport de distribution en cette cause, alléguant qu'elle aurait dû être colloquée pour la somme de deux mille piastres, montant du douaire préfix que le défendeur Michel Caron a stipulé en faveur de son épouse Dame Marie-Anne Gagnon dans leur contrat de mariage fait et passé le 21 janvier 1878, et que cette dernière a subséquemment transporté à la dite contestante;

"Attendu que la dite contestante a, en outre, contesté les réclamations et collocations des dits créanciers Dme M. E. Caron et vir, A. Verreault et les commissaires d'école des Eboulements;

"Attendu que les dits créanciers colloqués prétendent chacun séparément que la dite contestante n'est pas créancière du défendeur et qu'elle n'a aucune qualité pour contester le dit rapport de distribution et les réclamations et collocations des dits créanciers colloqués;

"Considérant qu'il n'appert pas par le dossier que le douaire réclamé par la contestante soit ouvert;

"Considérant par conséquent que la créance de la contestante, en supposant valide le transport qui lui a été fait, n'est qu'une créance éventuelle ou conditionnelle dont le paiement ne peut être poursuivi actuellement sur les biens du mari;

Que le douaire préfix consistant en deniers est, à toutes fins réputé mobilier, et que la femme n'a pas d'hypothèque légale et générale pour assurer le paiment d'un douaire préfix;

Que l'hypothèque conventionnelle stipulée au susdit contrat de mariage sur tous les biens du mari comme garantie du dit douaire sans aucune désignation de ses biens est absolument nulle, comme étant contraire aux dispositions de l'art. 2042 du Code Civil;

Que l'enregistrement du contrat de mariage en 1883 avec un avis au régistrateur donné par le mari et désignant spécialement certains lots, savoir les lots Nos 712 et 329 (deux des immeubles saisis et vendus en cette cause) comme appartenant au dit mari, dans le but que les dits immeubles fussent grevés et affectés par l'hypothèque générale stipulée comme susdit au dit contrat de mariage, n'a pas eu l'effet de valider la dite hypothèque ni de créer une nouvelle hypothèque sur les dits immeubles;

Que la dite contestante n'a pas de garantie hypothécaire ni légale, ni conventionnelle, pour le paiement du susdit douaire sur les biens saisis et vendus en cette cause, et qu'elle ne peut invoquer le bénéfice des arts. 1448 C. C., et 730 C. P. C.;

Qu'en conséquence la dite contestant n'a aucune réclamation légale à faire valoir sur le prix des immeubles vendus en cette cause, et que sa contestation du rapport de distribution en cette cause est mal fondée;

Qu'il s'en suit qu'elle n'a pas qualité ni intérêt à contester les réclamations et collocations des susdits créanciers colloqués, renvoie la contestation de la dite contestante, avec dépens contre la dite contestante sur chaque issue, distraits, etc."

J. S. Perrault, procureur de la contestante.

Angers & Martin, procureurs des créanciers colloqués.

AUTORITÉS CITÉES PAR L'OPPOSANT:—Arts. 2024, 2029, 2042, 1442 C. C., B. C.; Rapports des codificateurs, vol. 3, p. 57; Rapports des codificateurs, vol. 2, p. 248; 13 R. L., p. 57, *Prevost* v. *Bourque*; Rolland de Villargues, Vo hyp., No 377. Par la contestante, 15 R. L. p. 130.

(C. A.)

COUR SUPÉRIEURE.

SAGUENAY, 20 février 1891.

Coram GAGNÉ, J.

PERRAULT v. CARON et R. TREMBLAY, opposant afin de conserver, et DLLE M. GAGNON, contestante, et C. ANGERS, procureur saisissant, et DLLE M. GAGNON, opposante.

Insaisissabilité—Opposition—Réponse en droit.

JUGÉ:—*Que le débiteur qui se veut prévaloir de l'exemption de saisie établie par l'art.*

556 *C.P., doit alléguer en son opposition que les effets saisis sont les seuls de même nature qu'il possède, et qu'il ne lui suffit pas d'alléguer qu'ils sont exempts de saisie de leur nature ; qu'en loi, il ne suffit pas d'alléguer que la saisie a été pratiquée en la la possession d'un tiers, mais qu'il faut ajouter que ce dernier a objecté à la saisie.*

L'opposante fit opposition afin d'annuler à la saisie de certains effets mobiliers, et entre autres moyens, invoqua l'exemption établie par l'art. 556 C. P. comme suit :—

"Que les dits effets et animaux saisis ne sont pas pour la plupart saisissables, et entre autres, les chaises, les poèles, les tapis de laine, la commode, le chiffonnier, les couteaux, les fourchettes, les cuillères, les rideaux, la vache, la carriole avec ses fourrures, les dits *effets et animaux n'étant pas de leur nature saisissables* et n'étant pas lors de la saisie en la possession de la dite opposante."

Réponse en droit à ce paragraphe :—

1o. Parce qu'il n'appert pas par les allégués de la dite opposition et au procès-verbal de saisie que les effets mobiliers saisis, soient insaisissables de leur nature;

2o. Parce que de ce chef l'opposante ne peut réclamer aucune exemption;

3o. Parce que la dite opposante n'allègue point que les dits effets soient les seuls de cette nature en sa possession, et qu'ils soient exempts de saisie conformément à l'art. 556 C. P. et ses amendements;

4o. Parce qu'il n'est point dit en l'opposition que lors de la saisie l'opposante ait fait choix des dits articles pour les conserver.

Réponse en droit maintenue avec dépens, et paragraphe retranché, la Cour exprimant l'opinion (conformément à *Brossard et Tison*, 18 Jurist 54), que pour valider la saisie exécutoire pratiquée entre les mains d'un tiers, il suffit que ce dernier n'y objecte pas, sans qu'il soit besoin d'un consentement formel de sa part; conséquemment, qu'en loi il ne suffit pas d'alléguer que la saisie mobilière a été faite en la possession d'un tiers, mais de plus, que ce dernier y a objecté.

J. S. Perrault, procureur de l'opposante.

Angers & Martin, procureur du contestant.

(C. A.)

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

[Registered in accordance with the Copyright Act.]

[Continued from p. 127.]

CHAPTER XII.

PROCEEDINGS ON POLICIES.

§ 259. *Court where action is to be brought.*

In England jurisdiction upon questions arising out of this contract exclusively belongs to the courts of common law. Courts of equity, indeed, sometimes in cases of insurance, as in all others, interpose their authority for the purpose of advancing justice; thus they will compel a trustee to permit his name to be used by the cestui que trust in an action on a policy of insurance, or they will issue commissions for the examination of witnesses residing abroad or out of the jurisdiction of the Court, and grant injunctions to stay the proceedings at law until the return of such commissions; or they will compel a plaintiff at law to make a full discovery by his answer upon oath of all circumstances within his knowledge touching the matters in question, and the answer may be given in evidence at the trial of the action; or they will compel a plaintiff at law to deliver up or permit an inspection of all papers and documents which are material to the matters in dispute; except, however, in such cases, and those in whose policies or the proceeds may be affected by a trust, Courts of equity have no jurisdiction in questions of insurance. A bill of interpleader has been held to lie in favor of an insurance company against the landlord of the premises which have been burnt down after having been insured by him (and who brought an action against the office upon the policy), and against the tenant who filed a bill against the landlord and the office for specific performance of an agreement for a lease, and claiming a right to have the money laid out in rebuilding the premises. Cooper's Ch. C. 56.

In the United States a Court of equity will grant relief where there is no adequate remedy at law. As where the underwriters consented that the policy "remain good" to the assured, or to an assignee of an undivided

interest in the property insured. *Bodle* v. *Chenango Co., Mut. Ins. Co.*, 2 Comstock, 53.

It will also compel the specific performance of an agreement to execute or renew a policy. *Perkins* v. *Washington Ins. Co.*, 4 Cowen 645; *Tayloe* v. *Merchants' Fire Ins. Co.*, 9 Howard 390.

But where the bill states no other ground of equitable relief than that the policy has been assigned to the orator by the person in whose name it was effected, and that the insurers refuse to pay the loss, a Court of equity will not interfere, because the orator has an adequate remedy at law in the name of the original assured. *Carter* v. *United Ins. Co.*, 1 Johns. Chan. R. 462.

But a bill praying for a specific execution of an agreement to issue a policy is properly within the jurisdiction of a Court of equity, and that Court, on such a bill, will not confine itself merely to a decree for the specific performance of the agreement, and send the orator to a court of law to pursue his remedy upon the policy, but in order to avoid delay and expense to the parties will decree the payment of the loss, if one has occurred, or give such other final relief as the circumstances of the case demand. *Perkins* v. *Washington Ins. Co.*, 6 Cowen 645; *Tayloe* v. *Merchants' Fire Ins. Co.*, 9 Howard 390; 1 Duer on Ins. 66 and 110.

§ 260. *Condition as to place of suit.*

The condition is on some policies that suit upon the policy must be brought in a particular country or county. *Semble*, this ought to be held as lawful as a condition fixing time for bringing suit.

The policy may stipulate, that as between the insured and the insurer, all jurisdiction, or any, shall be only in such a city, as London or Paris (principal place of business of insurer); and that indemnity shall not be due to the insured except as allowed in a court in such city, though the contract be formed (by the agent or otherwise) elsewhere.

In France they allow a debtor and creditor to agree that if contestations and differences arise between them, a designated tribunal shall be resorted to. This is good *entre eux;* for instance, in matters of registration of titles affecting real property, or radiations of hypothecs, C. N. 2159, and the *compétence ordinaire* ceases. But such conventions cannot affect third parties, nor the order of jurisdiction as regards them, says Troplong, Pr. & Hyp., No. 733. (Query, Would such convention bind in the absence of an express article of law?)

The condition that suit must be brought in the county where the insurer is established, and not elsewhere, may become inoperative by a later general law upon the subject.[1] But if the general law be of earlier date, the condition works.[2]

In the case of *Nute* v. *Hamilton Mut. Ins. Co.*[3] the judge ruled at the trial that the action could not be maintained, because not brought in the county of Essex, and the verdict was entered for the defendant. A motion having been made for a new trial, it was granted, the condition not containing negative words. The clause was, "Which action shall be brought in the county of Essex," without express stipulation against action elsewhere. The remedy must depend upon law, not contract. The Court in Suffolk held itself seized of the cause, and that it had jurisdiction of the parties and subject. The provision in a by-law of a mutual fire insurance company (to which by law the policy is subject), that any suit on the policy shall be brought in the county where the company are established, is not binding on the assured.

In another case, *Hall* v. *People's Mutual Fire Ins. Co.*,[4] the clause was, "Nor unless said Court be held in the county of Worcester." The action was brought in the county of Suffolk, and was held well brought, and that the plea in bar—that it ought to have been brought in Worcester—was bad.

Cannot parties agree to renounce all other tribunals for one particular County Court, and oblige themselves to execute the deci-

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[1] *Sanders* v. *Hillsborough Ins. Co.* (New Hampshire) Monthly Law Reporter, 1863-4, p. 650.

[2] Rolland de Villargues, vo. "Intr. des lois," § 2.

[3] 6 Gray's R. (Mass.), A. D. 1856.

[4] 6 Gray. See also *Amesbury* v. *Bowditch M. F. Ins. Co.*, 6 Gray. In this case the condition that suit should be brought in three months, and at a Court named in the county of the place of business of the company, was held void as regards the latter provision.

sion of this chosen Court, as *compromis* bind to arbitrations? If so, and suit be brought in a competent Court (otherwise), will not this Court dismiss the cause if the special matter be proved?[1]

Agents in provinces not authorized to grant policies or to oblige the insurance company cannot by merely taking requisitions for insurances, subject to approval of head office in Paris and its issuing policies, confer jurisdiction on the Court of assured's residence; the agent is a mere *intermédiare.* It is indifferent where the assured got the policy delivered to him, if it be dated at head office. Vol. 24 Journal des Assurances, 1873.

§ 261. *Form of action on policies under seal.*

Some of the companies issue their policies *under seal,* others *not under seal.* Where a company consists of numerous proprietors it has been thought more advisable, as a further security to the insured, to issue policies under seal, thereby putting it out of the power of the insurers (parties to the deed) from pleading in abatement for want of parties, for otherwise, in strictness, every proprietor ought to be a party. The policy under seal had, until the framing of the new rules, a peculiar inconvenience as against an office that they were put to plead specially. Now, however, under the new system, even in cases of assumpsit, special pleas must to a certain extent and in certain matters be resorted to.

The form of action in cases of policies under seal is in general *covenant.* A general form of declaration *in debt* is given against the two public incorporated companies (the Royal Exchange and the London Assurance) by Stat. 6 Geo. I, c. 18, s. 4, 11 Geo. I, c. 30, s. 43, but it is not usually adopted in practice.

Assumpsit is not proper where the policy is of a corporation and under seal, says Marshall; but debt or covenant, private insurances by private writings, simple contracts, are sued upon in assumpsit.

§ 262. *Who may bring action.*

Shaw says:—The promise of indemnity in a fire policy is usually made to a particular person or persons mentioned by name in the policy, and every action on such a policy must, of course, be brought in the name of the party so mentioned or his legal representatives, unless by the terms of the policy he is insured as agent.

But sometimes the form of describing the parties insured commonly used in marine insurance is also adopted in fire policies, and the parties for whom the insurance is effected are not specifically mentioned, but embraced under general words, as "whom it may concern" or "the owners." Frequently the name of the party effecting the insurance is mentioned, and then the general words are inserted. Thus the policy professes to insure "A for whom it may concern," or "A for himself and whom it may concern." In such cases, if the policy is not under seal, assumpsit may be brought in the name of A for the benefit of those concerned, or in the names of those concerned, or of any one of them, for whose benefit it appears that the insurance was intended by the party effecting it.[1]

But when the policy is under seal, notwithstanding the general words, covenant must be brought in the name of the party mentioned for the benefit of those concerned.[2]

But when A is insured "loss payable to B," an action may be brought on the policy in B's name. A may also sue on the policy if it appear that B consents thereto, or that he has no interest in the loss.[3]

In Quebec Province any person assignee of a policy sues in his own name, if he please.

In *Reed* v. *Pacific Ins. Co.*[4] it was held *per* Shaw, Ch. J., by usage one who procures insurance to be made in his own name for another may maintain an action in his own name; but he is a mere agent, and if his right to continue agent be revoked, he cannot sue, but the other, after loss, may assign to any third party; but the agent sometimes has an interest of his own in such policies.

If a man, broker or agent, insure "as

[1] See 2 Carré, p. 182; 6 Carré, p. 649, No. 597.

[1] *Sargeant* v. *Morris,* 3 B. & Ald. 277; *Skinner* v. *Stocks,* 4 *id.* 437; *Pacific Ins. Co.* v. *Catlett,* 4 Wend. 75; *Farrow* v. *Commonwealth Ins. Co.,* 18 Pick. 53.

[2] *American Ins. Co.* v. *Insley,* 7 Barr. 223.

[3] *Lazarus* v. *Commonwealth Ins. Co.,* 5 Pick. 76; *Farrow* v. *Commonwealth Ins Co.,* 18 Pick. 53; *Ocean Ins. Co.* v. *Rider,* 20 Pick. 259; *Jefferson Ins. Co.* v. *Cotheal,* 7 Wend. 82.

[4] 1 Metcalfe, 166.

agent," can any person as *principal* sue, by his leave? Perhaps so in Lower Canada. But *semble* the assignee must sue in the agent's name in England.

Note to [324] *Paley.*

Can an agent insure for A or B without A's or B's knowledge, and these later, after a loss, sue, ratifying agent's agency? *Routh* v. *Thompson*, 13 East.

Most often the agent's or broker's name is used instead of that of the principal, says Paley [362]. *Bridge* v. *Niagara Ins. Co.*, 1 Hall.

RETIREMENT OF MR. JUSTICE STEPHEN.

In the Court of the Lord Chief Justice, before Lord Coleridge (Lord Chief Justice of England), Lord Justice Bowen, Lord Justice Lindley, Mr. Baron Pollock, Mr. Justice Hawkins, Mr. Justice Cave, Mr. Justice Vaughan Williams, Mr. Justice Grantham, Mr. Justice Lawrance, Mr. Justice Wright, and Mr. Justice Jeune on April 7, it having been announced that Mr. Justice Stephen would take his leave of the bar on his retirement from the bench, the Court was crowded in every part with members of the bar, comprising all the leaders, among them Sir R. Webster (the Attorney-General), Sir E. Clarke (the Solicitor-General), Sir Henry James, Q.C., M.P., Sir Charles Hall, Q.C., M.P., etc. All the officers of the Court also attended, the masters of the Crown Office, the Queen's Remembrancer of the Exchequer, the Masters of the High Court, &c. At eleven o'clock the above-mentioned judges, headed by Lord Coleridge, who was accompanied by Mr. Justice Stephen (who, having already retired, appeared without his robes), came into Court and took their seats on the bench, the Lord Chief Justice putting into his own seat the retired judge and seating himself by his side, Lord Justice Bowen sitting on the other side, and the other judges grouped around them standing.

The Attorney-General then rose, the whole bar rising with him and standing while he spoke, and addressed their lordships in these words: My Lord, Mr. Justice Stephen,—It was with great regret we saw the announcement that you would to-day take your leave of the bar, with which you have been so long connected, and it falls to my lot, on behalf of the profession, to offer to you the expression of our regret in bidding farewell to you as a judge. In doing so it may not be inopportune to recall one or two incidents of your long and distinguished career. Coming from the University (Cambridge) and the College (Trinity Hall) which claim so many of our distinguished judges, you joined the circuit (the Midland) to which have belonged in our time so many members of the bench—Lord Field, Mr. Justice Mellor, Mr. Justice Hayes—to say nothing of those who are now on the bench, and some of whom now attend to take part in this farewell. It is unnecessary for me to remind so many who remember it of your career at the bar on that circuit. But one incident in your career is, so far as my knowledge goes, without precedent, and deserves a passing notice. It is not in this country alone that you have rendered distinguished public service. For four years you served as Legal Member of the Council of India, and following the example of your great predecessor Macaulay, you rendered valuable service in codifying and improving the law of our great Indian Empire. When, after your period of office had expired, you returned to active work at the bar, your brethern found that they had still in you an able rival and antagonist, one whose experience and knowledge had been only ripened by change of scene and change of work. And when, in 1879, it pleased her Majesty to select you for the judicial office you have since filled, I need not say how universal was the feeling of approval and congratulation which hailed your appointment. And since then, for more than twelve years, you have fulfilled the duties of that office from which you now retire. I need not remind your brethren of the bench, nor the members of the profession, nor the public whom you have served, of the value to the bench of your profound knowledge of and vast experience in the criminal law, your practical experience in its administration, and your knowledge of matters of business and keen insight into legal principles. We learn with regret that failing health has induced you to determine to retire

from judicial work. We deeply regret the cause, but we honour and esteem the man who, as soon as he became aware that any question might be raised as to his absolute or unimpaired capacity to fulfil his duties, determined that he would no longer retain his post, nor allow such a question to be raised, however he might think himself able to discharge the duties of the office. We cannot follow you into your retirement, but we are sure that you cannot long be in want of an avocation or a pursuit. Your fertile mind, we are well assured, will again enrich the storehouse of literary wealth to which you have already made so many valuable contributions. We wish you many years of restored health to enjoy your well-earned repose, and you will be able to realise from this crowded assemblage the feelings by which you are accompanied in your retirement—feelings to which I have given some feeble expression—and you must be well assured that you carry with you into your retirement our regard, our respect, and our esteem.

The learned judge, at the conclusion of this address, remained some moments silent, evidently unable to find immediate utterance for the feelings by which he was oppressed. After some moments, the Lord Chief Justice and Lord Justice Bowen rising and remaining standing, with the other judges and the bar, while he spoke, the learned judge, in a low tone of voice, marked by deep and suppressed emotion, spoke as follows; My lords, Mr. Attorney-General, gentlemen of the bar: I have come here for the purpose of wishing you 'Good-bye,' and I just wish to say a few words as to the causes which led to my retirement. I myself had very little expected to have to take such a step; indeed, it never entered into my mind, except so far as every man must look forward to the ultimate conclusion of his career. However, not very long ago I was made acquainted, suddenly, and to my great surprise, that I was regarded by some as no longer physically capable of discharging my duties. I made every inquiry to ascertain what grounds there were for this impression, and I certainly rejoice to say that no single instance was brought to my notice in which any alleged failure of justice could be ascribed to any defect of mine. I consulted physicians of the highest eminence, and they told me that they could detect no sign whatever of decay in my faculties, and that, therefore, it was not a matter of immediate necessity in the public interest that I should retire. But they told me at the same time that they thought it would be well, for my own sake, that I should do so, and that opinion they grounded upon the state of my health. I communicated their decision to the Lord Chancellor, and with his sanction I determined to retire, as I now do. I should have thought it unbecoming of any person in my position to strive to hold to his office to the last possible moment, even although at the time I had no doubt as to my capability for discharging my duties. I could not have done so under any circumstances; and accordingly I avoided all occasion for any further discussion on the subject after I received the intimation which I have mentioned. I wish to add this remark as to my own feelings on the subject. So far as I am conscious of my own condition of mind and body, I do not think that retirement would be necessary; but I have thought it right and becoming to take that step out of respect for the office which I have held, and because I feel it to be important not only that its duties should be well discharged, but that there should be no question as to their being so discharged. These are the grounds upon which I have thought it right with regard to my own reputation and the public good, that I should cease to hold the office which I have held for more than twelve years. I have more to say, and what more I have to say is by no means easy for me to say in the presence of so many whose faces are so familiar to me, and so many of whom are so dear to me, and have long been so. I have always felt—though I never was yet in a position to feel it with so much keenness as I do now feel it—that there is a fellowship which pervades every branch of the profession to which we all belong, and especially those who have the honour to sit on the judicial bench. During the years which I have sat here, I have found myself a member of a society which, I think, hardly can be equalled elsewhere. I have been, and

hope I shall be for the rest of my life, the intimate friend of many around me. I have been, I believe, perfectly friendly with all. I do not think there is a single member of the profession towards whom I have other than friendly feelings. Enmities are doubtful things; one hardly knows, perhaps, always who is absolutely one's friend or one's enemy. But I am not conscious of having any unkind feeling against any member of the profession, and I have no impressions of relations not perfectly satisfactory with the very large number of persons with whom at one time or another I have been brought in contact. Of course, in the office I have held it is not possible but that mistakes should occur, and under the present system opportunities for bringing forward everything in the nature of complaints against any person in such a position are easily used, and have, I believe, been used against me. But, whatever may have been the result, and in whatever instances I may have been appealed against, and my judgments reversed, or in whatever other way what I have said or done has been called in question, I can affirm with absolute certainty that nothing has been done in relation to me of which I have had any unkind recollection. As I have already said—and I may say it again—I believe the mutual understanding between the bench and the bar is one of the great advantages of the present constitution of English society, and long may it continue so; long may it be true that, while the bar supply the keenest and most impartial criticism of the bench, the bench can rely with the greatest confidence upon the kindness, the respect, and the support—the moral support—of the bar who practise before them. I do not remember in the course of the twelve years during which I have sat on the bench—I do not remember any dissension between me and any members of the bar which has left on my mind any sense of bitterness. I do not remember ever to have been treated with disrespect in the exercise of my judicial functions; certainly nothing has occurred at variance with that feeling of fellowship and goodwill which, as I have said, pervades the profession, and of which what the Attorney-General has said has been an expression. I do not desire to make a tragedy of this occasion, nor to dwell on those feelings with which I leave the seat on the bench by which my ambition has been fully gratified. My feelings towards my friends in the profession have been very strong, and I am now conscious of having sustained a part which I shall look back to with feelings of gratitude, in whatever may be left to me of life. I have now said what came into my mind to say on this occasion, and I will only add these words, with more feeling than, perhaps, may be supposed—'God bless you all, every one of you!'

These words the learned judge uttered with evident emotion and sat for some moments silent, quite subdued by his feelings. He then rose slowly, shook hands warmly with Lord Coleridge and Lord Justice Bowen on each side of him, and then went out of Court, shaking hands with such of the judges as he passed, and so retired.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, April 18.

Judicial Abandonments.

J. & D. McBurney & Co., produce merchants, Montreal, April 1.

Nap. Tetreault, jr., boot and shoe dealer, Montreal, April 14.

Curators appointed.

Re J. J. Beaudet, trader, Ste. Philomène.—H. A. Bedard, Quebec, curator, April 10.

Re Napoléon Beaudoin—J. E. E. Marion, St. Jacques de l'Achigan, curator, April 13.

Re Achille Caron, trader, Broughton.—H. A. Bedard, Quebec, curator, April 14.

Re Dame Zélie Carignan (Labissonnière & Co.), Batiscan.—F. Valentine Three Rivers, curator, April 13.

Re J. O. Labbé & Co., Quebec.—D. Arcand, Quebec, curator, April 11.

Re Wilfrid Lafranchise, Ste. Julienne.—J. A. Archambault, Ste. Julienne, curator, April 7.

Re L. Moquin, Lake Megantic.—Kent & Turcotte, Montreal, joint curator, April 10.

Re Napoléon Morin, trader, Chicoutimi.—H. A. Bedard, Quebec, curator, April 13.

Dividends.

Re P. J. Boivin, Quebec.—First and final dividend, payable April 28, D. Arcand and N. Matte, Quebec, joint curator.

Re A. A. Boomhower, Bedford.—First and final dividend, payable April 27, N. P. Martin, Montreal, curator.

Re Maxime Deschêne.—Second and final dividend, payable May 5, C. Desmarteau, Montreal, curator.

Re Mde. L. Lussier.—First and final dividend, payable April 27, Bilodeau & Renaud, Montreal, joint curator.

Re J. A. Dupont.—First and final dividend, payable May 4, F. Valentine, Three Rivers, curator.

Re J. W. Hannah, Montreal.—First and final dividend, payable May 5, J. McD. Hains, Montreal, curator.

Re James Jessop, jr., trader, New Port.—First and final dividend, payable May 4, H. A. Bedard, Quebec, curator.

Re Phillippe Larivière, Ste. Brigide.—First dividend, payable May 10, Kent & Turcotte, Montreal, joint curator.

Re Moisic Iron Co.—Fourth and final dividend, payable at Bank of Montreal, April 30, W. J. Buchanan, F. W. Henshaw and F. J. Brady, assignees.

Re T. Slayton & Co., Montreal.—First and final dividend, payable May 5, W. A. Caldwell, Montreal, curator.

Separation as to property.

Marie Malvina Gagnon vs. Ernest Lamoureux, farmer, Barnston, April 13.