The Legal News.

Vol. XI. MAY 12, 1888. No. 19.

The English Courts know how to deal with persistent litigants and aspersers of the occupants of the Bench. On the 17th April, before Mr. Baron Pollock and Mr. Justice Charles, in the case of *Hinde* v. *Lord Esher et al*, the plaintiff, a litigant who has brought several actions against various judges of the High Court for alleged breaches of duty in orders their lordships have made and in other judicial acts in relation to litigation in which he has been interested, appealed from an order of Mr. Justice Denman ordering all proceedings in the present action to be stayed. After hearing the applicant, who appeared in person, says the *Law Journal*, the Court dismissed the appeal, with costs, and made an order similar to that which has been recently made in cases of a like description—viz., that no writ should be issued by the plaintiff against any judge of the High Court, or any master thereof, without leave of the Court.

It was generally supposed that Mr. Phelps would be appointed Chief Justice of the United States Supreme Court. The President, however, has selected Mr. Melville Weston Fuller, of Illinois. Mr. Fuller was born in Augusta, Me., Feb. 11, 1833. His grandfather was a member of the Supreme Bench of the State of Maine from 1820 to 1834, and from 1834 to 1841 he was Chief Justice of that Court. The new Chief Justice graduated from Bowdoin College, in the class of 1853, and commenced the study of law in Bangor, Me. Two years later he began to practice in Augusta, but before the close of 1856, removed to Chicago. The *Chicago Legal News* says his practice has been a general one, embracing all branches of the law, with the exception, perhaps, of admiralty law. "In commercial law and the law of real property, he has no superior at the Chicago Bar. In recent years, he has practiced more on the chancery side than on the law side, but he is considered an eloquent advocate." The same journal adds that "he is a man of scholarly habits and attainments, widely versed in general literature and history. He is familiar with at least two continental languages and is a ripe scholar in the classics. He will bring to the august bench to which he has been called as the leader, a rare culture and such attainments as few lawyers possess. Socially he is a gentleman of courtly dignity and presence, with a kindly, amiable manner, indicative of a warm heart and generous impulses."

The summoning of newspaper publishers and editors from one province of the Dominion to another, to defend themselves against charges of libel, is to be prevented in future by the measure introduced by the Minister of Justice, referred to in our last issue, which will probably be carried without much opposition. It provides that, "Every proprietor, publisher, editor or other person charged with the publication in a newspaper of any defamatory libel shall be dealt with, indicted, tried and punished in the Province in which he resides, or in which such newspaper is printed." The expression "newspaper" means "any paper containing public news, intelligence or occurrences, or any remarks or observations therein printed, for sale and published periodically or in any parts or numbers at intervals not exceeding twenty-six days between the publication of any two such papers, parts or numbers, and also any paper printed in order to be distributed and made public weekly or oftener, or at intervals not exceeding twenty-six days, and containing only or principally advertisements."

The list for the May Appeal Term, beginning at Montreal on the 15th instant, shows only 72 cases, being the smallest list for some years past. Five of the appeals are from interlocutory judgments, two are re-hearings, and 23 are from country districts, leaving 40 appeals from judgments on the merits rendered in the district of Montreal. A further reduction in the list, equal to the decrease of the past year, will give a chance that the roll may be called over during the Term.

SUPERIOR COURT.

MONTREAL, April 30, 1887.

Coram TAIT, J.

DAIGNEAU et vir v. LAPOINTE.

Slander—Married Woman—Damages.

PER CURIAM.—This is an action of damages for slander. The plaintiff is the wife of one Louis Renaud, and carries on a grocery in Ste. Cunegonde, her husband being sick and incapable of working. She complains that defendant has been for the past six years defaming her character, and that notably in January, 1886, defendant told one Eustache Prud'homme, clerk, and others present, that plaintiff was "une femme à deux maris," and that he had stopped buying his groceries at her place because he was scandalized at what was passing there; that he used the same expressions about her to Pierre Riendeau and to Remi Daigneau, her uncle, and further told them that plaintiff frequented houses of ill-fame, associated with prostitutes and made use of other injurious expressions, all of which were false and induced said Remi Daigneau to stop visiting her and broke up the family intercourse then existing. That she then had a boarder, and that the defendant asked one Thomas Quintal, milkman, of Point St. Charles, to get drunk and put this boarder out of the house. For all this she claims $200 damages for discredit thrown upon her business and injury to her reputation.

The defendant denies these allegations and says that it is possible that in a conversation between relatives there might have been talk of the presence in plaintiff's house of a certain boarder, but that what he stated upon this subject was said privately and was of the nature of a privileged communication, and that, in any case, he only joined in conversation then going on and gave no new information; that under these circumstances he may have said that he had discontinued buying his groceries at plaintiff's because he did not like the boarder in question living at plaintiff's when her husband had been for a long time suffering from a sickness which confined him to his room, but this fact, even if he did state it, was notorious and known to those to whom he was speaking, and caused no damage. He denied that the plaintiff enjoyed the good reputation which she alleged she had. The defendant also pleaded the general issue.

The proof established that the plaintiff lives with her husband, and that owing to his ill health she carries on a grocery business for their mutual support. There is nothing to show that she and her husband do not live happily together. The presence of a male boarder in the house seems to have given an opportunity for scandal-mongers to make ill-natured remarks. The defendant appears to have been particularly scandalized and to have given public expression to his feelings in language which was uncalled for and unjustifiable. For instance, he said to Pierre Riendeau, in the beginning of the winter of 1885-86, speaking of plaintiff, "Qu'elle faisait comme une femme à deux maris," and that he (defendant) had left off buying groceries from plaintiff on account of this boarder. During the same winter, he said to F. X. St. Pierre, plumber, "Que Madame Renaud, c'était une femme à deux maris." When plaintiff's uncle asked defendant if the opening of another grocery near plaintiff would injure her business, he replied, "Non, mais il y a autre "chose qui lui fait dommage. Madame Re-"naud garde des personnes dans sa maison "qui ne lui conviennent pas. Thomas Quintal, milkman, speaking of defendant, says: "Il m'a demandé si je voulais aller chez "Madame Renaud faire maison nette qu'il "me donnerait de la boisson; je lui ai dit, "pour une affaire de même je ne vais pas"; and again: "Il ne m'a nommé personne; il "m'a dit d'aller faire maison nette, mais je "savais toujours ce que ça voulait dire. C'est "pour le pensionnaire qu'il y avait là."

There is no doubt that others besides defendant expressed the opinion that the plaintiff was wrong in keeping this boarder, but from what Mrs. F. X. Lapointe says it is not improbable the defendant was the principal promoter of this scandal. There has been some evidence given as to the nature of Mr. Renaud's illness, and how he got it, but as the declaration contains no charge against defendant on this point, I do not take it into consideration.

The defendant has tried to assail the general reputation of the plaintiff, but not very successfully, two of his own witnesses giving her a good reputation. In any case such evidence could only go in mitigation of damages.

The Court is of opinion that the defendant had no right or privilege to speak as he did, that the language used was calculated to damage plaintiff, and that she is entitled to recover without proof of special damage.

The Court awards her $50, and costs as in the class of action between $100 and $200. *Contrainte* reserved.

Augé & Lafortune, for the plaintiff.

St. Pierre, Globensky & Poirier, for the defendant.

The above judgment was unanimously confirmed in Review, Taschereau, Mathieu, Ouimet, JJ., Nov. 5, 1887.

HIGH COURT OF JUSTICE.

Crown Case Reserved.

LONDON, April 21, 1888.

REGINA v. OWEN.—(23 Law J.)

Criminal Law Amendment Act, 1885 (48 & 49 *Vict. c.* 69), *s.* 20—*Indictment for Indecent Assault*—24 & 25 *Vict. c.* 100, *s.* 52—*Evidence of Person charged with Offence—Conviction for Common Assault.*

Case stated by the deputy-chairman of the Worcestershire sessions.

The defendant was tried on an indictment containing a count for indecent assault, and also a count for common assault. The prosecutrix swore to an indecent assault, but the prisoner tendered himself as a witness under 48 & 49 Vict. c. 69, s. 20, and being sworn admitted that he had put his arms round the prosecutrix, but denied that he had indecently or otherwise assaulted her. The jury convicted the defendant of a common assault, and the only question reserved was whether a defendant, on an indictment for an indecent assault which contains a count for common assault, after such defendant is called as a witness for the defence under 48 & 49 Vict. c. 69, s. 20, can be legally convicted of a common assault.

The COURT (LORD COLERIDGE, C. J., MANISTY, J., HAWKINS, J., MATHEW, J., and SMITH, J.) upheld the conviction.

Conviction affirmed.

Crown Case Reserved.

LONDON, April 21, 1888.

REGINA v. WENLAND.

Criminal Law Amendment Act, 1885 (48 & 49 *Vict. c.* 69), *ss.* 4, 9—*Carnal Knowledge of Girl under Thirteen—Witness—Child of Tender Years—Evidence not upon Oath—Conviction for Indecent Assault.*

Case reserved by HAWKINS, J.

The prisoner was indicted under section 4 of 48 & 49 Vict. c. 69, for unlawfully and carnally knowing a girl under the age of six years. The prosecutrix gave evidence not upon oath, as provided for by section 4. The jury acquitted the prisoner of the charge under section 4, but found him guilty of an indecent assault under section 9 of the same statute. In the statute there is nothing to make the evidence of the girl admissible without oath upon a simple indictment for indecent assault, and, without the prosecutrix's evidence, the evidence would have been insufficient to justify a conviction. The question was whether, under the circumstances, the conviction could be supported.

No counsel appeared to argue the case.

The COURT (LORD COLERIDGE, C.J., MANISTY, J., HAWKINS, J., MATHEW, J., and SMITH, J.) affirmed the conviction.

Conviction affirmed.

RECENT ENGLISH DECISIONS.

Shipping.

Judgment creditors of shipowners with garnishee orders against the cargo-owners are not entitled to the freight as against the mortgagee, who has taken possession and given notice to the cargo-owners.—*Japp* v. *Campbell*, 57 Law J. Rep. Q.B. 79.

Insurance, Fire—Arbitration Clause.

A clause in a policy of insurance against fire providing for an arbitration held a condition precedent to an action and the action

dismissed.—*Viney* v. *Norwich Union Fire Insurance Company*, 57 Law J. Rep. Q.B. 82.

Insurance, Marine—Broker—Material Fact.

An assurance effected through a broker is not rendered void by the non-disclosure of a material fact which was unknown to the assured and to the broker, though it had come to the knowledge of a different broker while previously employed by the assured to effect another policy in respect of the same risk.—*Blackburn, Low & Co.* v. *Vigors*, 57 Law J. Rep. Q.B. 114.

Lessor and Lessee—Determination of Lease—Compensation to Lessee.

A lessee who exercises an option to determine his lease by notice in consequence of a threatened interference by promoters with his light and air is not entitled to compensation in respect of the interest he has abandoned, inasmuch as the determination of the tenancy was voluntary and not the natural consequence of the exercise of the promoters' powers.—*Regina* v. *Poulter*, 57 Law J. Rep. Q. B. 138.

Agency—Broker.

The employer of a broker to sell shares on a stock exchange authorises a contract of sale in accordance with the rules and regulations, and indemnifies the broker against liability incurred by him under those rules, unless the rules are either illegal or unreasonable and not known to the principal.—*Harker* v. *Edwards*, 57 Law J. Rep. Q.B. 147.

Easement.

A mine-owner under a canal, with power to work not injuring the canal, under an Act giving the canal company power to purchase the mines, is liable for damage to the canal without negligence.—*Lancashire and Yorkshire Railway Company* v. *Knowles*, 57 Law J. Rep. Q.B. 150.

Contract—Wife turned away by husband.

A wife who has been turned away by her husband without means of support for adultery at which he has connived has authority to pledge his credit for necessaries supplied to her.—*Wilson* v. *Glossop*, 57 Law J. Rep. Q. B. 161.

Shipping—Admiralty Law.

Where a master of a ship in distress makes an agreement which is neither unreasonable nor inequitable for the payment of a definite sum for salvage services, the owners of the salved ship are liable in the first instance for the whole amount agreed to be paid, and not for the proportion payable in respect of the ship only.—*The Prinz-Heinrich*, 57 Law J. Rep. P. D. & A. 17.

Will—Probate.

A will duly executed on the first page of a sheet of paper with the names of two witnesses signed at the foot of the second page, preceded by the word "witness," and a signed codicil on the third page with an attestation, leaving no room for the witnesses, admitted to probate.—*Woodhouse* v. *Balfour*, 57 Law J. Rep. P. D. & A. 22.

A trustee appointed by codicil in consequence of the death of one of the three trustees and executors under the will held entitled to probate as an executor.—*In the Goods of Lush*, 57 Law J. Rep. P. D. & A. 23.

RECENT ONTARIO DECISIONS.

Upon the presentation of a petition by certain shareholders of the Union Ranching Company, praying a winding-up order under R. S. C., c. 129;

Held, that R. S. C., c. 129, like the Insolvent Act of 1875, which provided for the winding-up of incorporated companies, is intended to be put into operation at the instance of creditors only.—*In re Union Ranching Co.*, Chancery Division, Boyd, C., March 1, 1888.

Criminal law—Summary conviction—Sentence of imprisonment pronounced in absence of prisoner—Discharge.

Motion on the return of a *habeas corpus* to discharge the defendant from custody.

The defendant was summarily tried by the police magistrate for the county of Brant, upon an information for selling intoxicating liquor to an Indian, contrary to the Indian Act. The magistrate heard the evidence and at the conclusion, in presence of the defendant, reserved judgment, appointing a day and place for giving it. Upon the day and at the place so appointed, the magistrate gave judgment against the defendant, and then proceeded to sentence him in his absence to four months' imprisonment, without the option of a fine.

MacKenzie, Q. C., for the defendant, contended that the sentence, being for corporal punishment, was improperly pronounced in the absence of the defendant, citing *Duke's Case*, 1 Salk. 400.

Delamere, for the magistrate, and *Aylesworth*, for the prosecutor, contra, referred to R. S. C., c. 178, s. 39, and to *Regina* v. *Smith*, 46 U.C.R. at p. 445.

Galt, C. J., made the order for the prisoner's discharge.—*Regina* v. *Green*, in chambers, Galt, C. J., March 23, 1888.

CONTEMPT OF COUNTY COURTS.

In the Queen's Bench Division, before Mr. Justice Cave and Mr. Justice Smith, on April 24, the Court gave judgment in the case of *Regina* v. *Jordan*, argued on the 13th inst.,—an application on behalf of Mr. W. Turner, a solicitor, practising at Newcastle-under-Lyme, for a *certiorari* to quash an order of his Honour Judge Jordan committing him to prison for contempt of Court under the following circumstances:—A Mrs. Madden, a client of the solicitor, had sued him in the County Court for the sum of £10, which she alleged she had paid to him for the purpose of obtaining an opinion of a Queen's Counsel, which she alleged he had not done. The case was tried before his Honour the County Court Judge and a jury, and resulted in a verdict for the plaintiff. Subsequently Mr. Turner applied to the judge for a new trial, on the ground that he had been taken by surprise by the evidence of the plaintiff, who had said that she could not write or read a receipt. This evidence, he stated, he was prepared to contradict. The judge, however, said that the question was clearly one of fact, and refused to grant a new trial; upon which Mr. Turner stated that he had instituted proceedings against the plaintiff for perjury, and this elicited from the judge the remark that he concurred with the verdict of the jury, and that he thought that Mr. Turner had obtained the money on the pretence alleged by the plaintiff. Mr. Turner thereupon said, 'That is a most unjust remark,' whereupon the judge said, 'I fine you £5 or six days; this is a most gross contempt of Court. Subsequently his Honor called upon Mr. Turner to apologize, and on his refusal to do so made out a warrant for his commitment to Stafford Gaol, the warrant being in form for six days and containing no reference to the alternative of a fine. Mr. Turner was committed to prison the next day, but released on the day following.

A rule was obtained for a *certiorari* to bring up and quash the order on two grounds—first, that under the circumstances of the case there was no evidence of wilful insult on the part of Mr. Turner; secondly, that the order was bad, as no mention was made in it of the fine as the alternative to the imprisonment.

Mr. Justice Cave, in giving judgment, said that the order of the judge was made under section 113 of 9 & 10 Vict. c. 95, which gave him power to fine or commit to prison any person who should be guilty of wilfully insulting the judge. As to the first ground upon which the rule had been obtained, the Court were of opinion that in this case there was most ample evidence of wilful insult. Mr. Turner had interrupted the judge with the observation, "That is a most unjust remark." Those words constituted a very grave insult. It was hardly possible to conceive a graver; it would be impossible for justice to be administered with decorum if any disappointed suitor might interpose remarks of such a nature with impunity. His lordship added that these observations practically disposed of the first objection; but, having regard to the importance of maintaining the respect which was due to the judges of County Courts, he desired to add his own view of the facts of the case. As it appeared from the newspaper report of the proceedings in the County Court, Mr. Turner had applied for a new trial,

and while the judge was proceeding to give judgment by refusing it he interrupted him very improperly by saying that he had instituted proceedings against the plaintiff for perjury. The judge then gave his own opinion on the case, as he had a right to do in any case, and in this case it would have been wrong for him not to have done so, as silence might have been taken as a tacit assent to Mr. Turner's observations. It was upon his saying, under these circumstances, that he agreed with the jury, and thought that Mr. Turner had obtained the plaintiff's money by false pretences, that Mr. Turner said, "That is a most unjust remark." That was a clear insult of the grossest nature on the part of Mr. Turner. It had been argued for him that the insult was not wilful, but that the words were spoken in the heat of the moment. There might have been something in that argument if the words had been withdrawn or apologised for, but Mr. Turner had insisted on them and refused to apologise. The order of the judge fining Mr. Turner £5 or six days' imprisonment, erred, if it erred at all, on the side of leniency; for this was not the case of an uneducated person, but of a person, it was to be presumed, educated and intelligent, who also was a solicitor, an officer of the Court, whose duty it was to set an example to others of the respect due to the judge, and the Court was bound to act when he thus afforded an example of offering a flagrant and wilful insult to it. As to the objection taken to the form of the warrant, there did not seem to be any authority in the Act for the gaoler to receive the fine; but the only course for a person imprisoned to adopt was to pay the fine into Court, and, upon the registrar's certificate, to apply to the judge for his discharge. The warrant was therefore free from the technical objection; and both points being thus decided against the applicant, the rule for *certiorari* must be discharged.

Mr. Justice Smith concurred.

SUPREME COURT OF CANADA.

Ontario.]

McKenna v. McNamee.

Contract—Consideration—Failure of—Impossibility of performance.

McNamee & Co. had been contractors for the construction of certain public works in British Columbia, which the Government of the Province had taken out of their hands. Believing that they could effect its restoration they entered into an agreement with McKenna and Mitchell, by which the latter were to complete the work and receive 90 p.c. of the profits, McNamee & Co. to be still the recognized contractors with the Government, there being a clause in the contract against sub-letting. McKenna & Mitchell were fully aware of the state of affairs and had examined all the provisions of the contract.

Mitchell went to British Columbia and endeavored to obtain the restoration of the contract, but failed to do so, and it not being restored, McKenna and Mitchell brought an action against McNamee & Co. for breach of contract to take them into their service, and claiming for damages and monies expended in the work, $125,000.

Held, affirming the judgment of the Court of Appeal for Ontario (14 Ont. App. R. 339), Henry, J., dissenting, that as the agreement was made with a view to the restoration of the contract, and as such restoration failed without fault on either side, the defendants were not liable.

McCarthy, Q. C., and *Mahon*, for the appellants.

O'Gara, Q.C., for the respondents.

City of London Fire Insurance Co. v. Smith.

Fire Insurance—Description of property—Mutuality of contract—Estoppel—Statutory condition—Variation.

The agent of an insurance company filled in an applicatian, on behalf of Smith, for insurance on the building of the latter which he described as being built of boards. The word "boards" was very badly written, but the character of the building was sufficiently designated on a diagram on the back of the application which the agent was instructed

to fill in, marking a brick building in red, and a frame building in black, in this case it being marked in black. There was no special rate of premium for a building built of boards, and the rate charged to Smith was that specified in the tariff of the company for a brick building, he having authority to fix such rate.

The application was sent to the head office and a policy issued thereon describing the building as brick, the word written "boards" in the application being read by mistake as "brick." The mistake was not brought to the notice of the head office until the insured premises were destroyed by fire and a claim was made for the amount of the loss under the policy, but after receiving notice of the error, the company, under a clause in the policy, caused such claim to be submitted to arbitration, but refused to pay the amount awarded to Smith on the ground that, owing to the mistake in the policy, there had been no mutuality of contract between them and Smith, and no valid contract ever existed between them.

Held, affirming the judgment of the Court of Appeal for Ontario, 14 Ont. App. R. 328, that there was a valid contract existing between the company and the assured, but even if there were not, the company could not set up want of mutuality after treating the contract as existing by the submission to arbitration and in other ways.

By the 17th statutory condition in the Act relating to insurance companies, R.S.O. c. 62, a loss shall not be payable until thirty days after the completion of proofs, unless otherwise provided by statute or agreement of the parties.

Held, that this was a privilege accorded to the company, who could not extend the time limited by a variation of the condition under sec. 4 of the above Act, though such period might be shortened.

Per STRONG, J.—That inserting a clause in a policy extending the time for payment of loss to sixty days, in the form prescribed by said sec. 4, is not a variation by agreement of the parties within the meaning of the said statutory condition.

Robinson, *Q. C.*, and *Millar*, for the appellants.

McCarthy, *Q. C.*, for the respondents.

Quebec.]

MOLSON et al. v. LAMBE es qual.

Prohibition—Licensed Brewers—Quebec License Act—41 Vic. ch. 3—Constitutionality of.

R., a drayman in the employ of J. R. M. & Bros., duly licensed brewers under 43 Vic. ch. 19 (Q.) was charged before the Court of Special Sessions of the Peace at Montreal, with having sold beer outside of the business premises of J.R.M. & Bros., but within the revenue district of Montreal, in contravention to the Quebec License Act 41 Vic. ch. 3. On a writ of prohibition issued by the Superior Court at the instance of appellants claiming *inter alia* that being licensed brewers under the Dominion Statute they had the right of selling beer by and through their employees and draymen without a provincial license, and that the Quebec License Law of 1878 and its amendments were unconstitutional, and if constitutional did not authorise the complaint and prosecution against R.:

Held, reversing the first holding of the Court below, that the Court of Special Sessions was the proper tribunal to take cognisance of the alleged offence of R., and therefore a writ of prohibition did not lie in the present case. (Taschereau & Gwynne, JJ., diss enting.)

Affirming the judgment of the Court below, (M.L.R., 2 Q.B. 381), that the Quebec License Act of 1878, 41 Vic. ch. 3, (P.Q.) is constitutional. Gwynne, J., dissenting on the ground that the Quebec License Act, 1878, imposed no tax upon brewers, and therefore the prohibition should be ordered to be issued absolutely.

Appeal allowed with costs.

Kerr, *Q. C.*, for appellants.

Geoffrion, *Q. C.*, for respondent.

QUEBEC STREET RAILWAY COMPANY v. CORPORATION OF THE CITY OF QUEBEC.

Street Railway—By-law—Construction of—Notice—Six months.

The Quebec Street Railway Company were authorised under a by-law passed by the Corporation of the City of Quebec and an agreement executed in pursuance thereof to construct and operate in certain streets of the city, a street railway for a period of forty

years, but it was also provided that, "at the "expiration of twenty years (from the 9th of "February, 1865) the corporation may, after "a notice of six months to the said company, "to be given within the twelve months im- "mediately preceding the expiration of the "said twenty years, assume the ownership of "said railway upon payment, &c., &c." On the 9th of January, 1884, the corporation of the city of Quebec gave a notice to the company of their intention to take possession, but afterwards gave a second notice on the 21st November, 1884, whereby the corporation informed the company that the previous notice was annulled, and that after the 9th of February, 1885, at the expiration of the time and in the manner prescribed by the by-law, they would assume possession, and subsequently, on the 21st of May, they tendered $23,806.30 for the property.

In an action brought to declare the tender valid and for a decree declaring the corporation entitled to take possession:

Held, reversing the judgment of the Court below, Fournier, J., dissenting, that the company were entitled to a full six months' notice prior to the 9th of February, 1885, to be given within twelve months preceding the 9th of February, 1885, and therefore the notice relied on was defective.

Appeal allowed with costs.

Irvine, Q.C., & Stuart, for appellants.

P. Pelletier, Q.C., for respondent.

KLOCK v. CHAMBERLAIN et al.

Sale—by wife to secure debts due by her husband —Simulated deeds—Art. 1301, *C.C.*

Where the sale of real estate by the wife, duly separated as to property from her husband, to her husband's creditor is shewn to have been intended to operate as a security only for the payment of her husband's debts, such sale will be set aside as a contravention of Art. 1301, C. C. P. Q. Strong, J., dissented on the ground that the trial judge's finding that the deeds of sale in this case were not simulated should be affirmed.

Appeal dismissed with costs.

Flemming, Q.C., for appellant.

Aylen, for respondent.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, May 12.

Judicial Abandonments.

Edouard Languedoc, merchant, St. Michel Bellechasse, May 4.

Georgiana Wakefield, widow of Michael McCarthy (C. H. Wakefield & Co.), tailor and haberdasher, Sherbrooke, May 3.

Curators appointed.

Re Flavien Genest, Cap Magdeleine.—Kent & Turcotte, Montreal, joint curator, May 2.

Re Alexander E. Goyette, jeweller.—S. C. Fatt, Montreal, curator, May 9.

Re Lewis A. Lavers.—S. C. Fatt, Montreal, curator, May 9.

Re Narcisse Turgeon.—D. Arcand, Quebec, curator, May 8.

Dividends.

Re J. B. Champagne et al.—First and final dividend, payable May 26, J. O. Dion, St. Hyacinthe, curator.

Re Camille Gauthier. — Dividend, W. A. Caldwell, Montreal, curator.

Separation as to property.

Delima Beaudry vs. Isidore Labelle, Montreal, May 9.

Marie Zélia Renaud vs. Joseph Vincent Cloutier, May 9.

Separation from bed and board.

Fanny Astell vs. Wm. Henry Adams Cumming, farmer, township of Cleveland, May 9.

Miscellaneous.

François S. X. Fraser, N.P., Richmond, suspended for arrears of contribution.

Minutes of the late G. M. Prévost, N.P., Terrebonne, transferred to O. Forget, N.P., Terrebonne.

GENERAL NOTES.

THE SELDEN SOCIETY.—The Selden Society, which was founded last year, has brought out, under the editorship of Mr. F. W. Maitland, the first volume of 'Select Pleas of the Crown,' extending from A.D 1200 to A.D. 1225, covering a large portion of the reigns of King John and King Henry III., and relating to matters heard before the justices of the King's Bench and the justices in Eyre. They are given on alternate pages in Latin and also in English, and they relate to a variety of subjects illustrating the modes of life and the habits of society in England nearly 700 years ago. Among the subjects treated of are the 'Castellating' of mansions or manor houses, the "Assize of Bread and Beer,' the privileges allowed to Crusaders, juries, inquests, coroners, homicides, the Court of honour, escheats, deodands, County Courts, 'horning,' 'husband and wife,' tolls, tithes, 'stallage,' the monastic profession, pledges for battle and also for keeping the peace, the ordeal of iron, the stocks,' hue and cry,' 'replevin,' the lord's right of marriage, the marriage of villeins, deodands and fines for murder, cattle-stealing, and so forth. It should be added that at the end of the volume are three carefully compiled indices, one of persons, one of places, and one of matters treated in the work. The contents of 'Rotuli Curiæ Regis' previous to the thirteenth century are omitted, as a part of them was printed by the late Sir Francis Palgrave in the year 1835 for the Public Record Office Commissioners, and the publication of the rest has been undertaken by the Pipe Roll Society, under the supervision of Mr. W. Selby, of the Public Record Office.—*Law Journal (London)*.