The Legal News.

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It is with a sorrowful heart, and a deep sense of bitter and overwhelming personal loss, that we have to record this week the death of another old and valued member of the bench—Mr. Justice Torrance, who departed this life very suddenly on the morning of January 2. Mr. Justice Torrance had been suffering for a few days from an attack of pneumonia, brought on, it is stated, by exposure while acting as pall-bearer at the funeral of his old friend, Judge Ramsay, on December 24. The illness was not supposed to be serious, and he had recovered sufficiently on the following Thursday and Friday to be able to read and write—we received proof-sheets from him on Thursday afternoon—but on Sunday morning, at four o'clock, after rising to take a draught of the medicine which had been prescribed for him, he fell back and in a few minutes breathed his last.

Mr. Justice Torrance has done good and faithful service on the bench during eighteen years. Long versed as a lawyer in mercantile affairs, he brought to his judicial work a profound acquaintance with commercial usage, as well as an intimate knowledge of the science of the law, and these qualifications, combined with painstaking diligence and unswerving conscientiousness, made him pre-eminently a safe and satisfactory judge. The writer succeeded to the vacancy on the editorial committee of the *Jurist*, created by his elevation to the bench eighteen years ago, and during these eighteen years Judge Torrance has been in constant association with our work from week to week,—we might almost say from day to day. Since the establishment of the *Legal News*, and later, of the *Montreal Law Reports*, we have regarded him, as well as Judge Ramsay, almost as a *collaborateur*. During this time, the manuscripts of his judgments have invariably been committed to our hands, and we have had the advantage, and the privilege, of reading with care the thousand opinions which have been the fruit of his labours.

Looking back, at a moment when the sense of personal bereavement is too keen to permit us to express what we would wish to say, three things principally present themselves—over and above that conscientiousness and devotion to duty which were the ruling characteristics of the deceased. The first is, that his decisions have stood the test of appeal remarkably well. Without being able to make actual count, we are under the impression that Judge Torrance has been reversed less frequently than any other Judge of the Superior Court, and in some cases in which he was overruled in appeal, his decision was restored by the Supreme Court of Canada or the Judicial Committee of the Privy Council.

A second point is the brevity and clearness of his judgments. Lucid and concise in his statement of facts, and of the question to be decided, the principle which applied was clearly presented, and the conclusion followed. The gift of brevity without obscurity is an extremely valuable one, more especially perhaps in a court of original jurisdiction working at high pressure, and this gift Mr. Justice Torrance possessed in a remarkable degree.

The third point which presents itself at the moment is his admirable lucidity in dealing with questions of procedure. He did much to evoke order out of the chaos into which our system of procedure was thrown by the crude and badly prepared code of procedure. If he had sat alone as Practice Judge he would soon, by his orderly habit of mind, have built up a clear and consistent system. His decisions are admirably framed, and he shows in a hundred neat and pithy rulings, that he would have made an excellent codifier of the law of procedure.

In Justices Torrance and Ramsay our readers lose two valued contributors. Judge Ramsay, as many of our readers are already aware, was the author of the numerous articles signed "R.", which for years past have appeared in the *Legal News*. When these contributions began there was a question as to the form in which they should appear. Written as they usually were at his retreat at St. Hugues, without opportunity for previous communication with the editor, there was at times too great a divergence of opinion on the questions treated, to admit of their insertion editorially as originally contemplated. On the other hand, there were obvious objections to a parade of personality by a judge holding a high office. A middle course was suggested by us—that the articles should bear a signature which would indicate them as the contributions of a particular writer. Mr. Justice Ramsay, with his wonted straightforwardness, immediately accepted this suggestion, and adopted the initial of his own name. His style was quickly recognized, and he himself never made any secret of the thinly veiled authorship. Judge Torrance did not write for the journal, but he has been in the habit for years past of sending us cuttings of such things in his newspaper readings as he deemed worthy of notice or preservation.

The government, on the eve of a doubtful general election, have a delicate duty to perform in filling three vacancies among the English-speaking judges,—for we regret to say that Mr. Justice Buchanan's health having compelled his retirement, there is a third vacancy on the bench. Every well wisher of his country must pray that our rulers may be guided by a wisdom superior to their own in this difficult and responsible duty. If they fail—if they show that the public interest is subordinate to any other consideration—it is not improbable that punishment will speedily follow. Their course at this moment is anxiously watched by thousands of intelligent and independent electors, and a step in the wrong direction may change the result of a general election. The appointments must, of course, be made immediately.

SUPREME COURT OF CANADA.

EXCHEQUER.]

BERLINQUET v. THE QUEEN.

Petition of right—Intercolonial Railway contract—31 Vic. ch. 13, s. 18—Certificate of engineer — Condition precedent to recover money for extra work — Forfeiture and penalty clauses.

The suppliants engaged by contracts under seal dated 25th May, 1870, with the Intercolonial Railway Commissioners (authorised by 31 Vict. ch. 13) to build, construct and complete sections three and six of the said railway, for a lump sum for section 3 of $462,444, and for section 6, for a lump sum of $456,946.23.

The contract provided *inter alia*, 1. that it should be distinctly understood, intended and agreed that the said lump sums should be the price of, and be held to be full compensation for all works embraced in or contemplated by the said contracts, or which might be required in virtue of any of its provisions, or by law, and the contractors should not, upon any pretext whatever, be entitled, by reason of any change, alteration or addition made in or to such works, or in the said plans or specifications, or by reason of the exercise of any of the powers vested in the Governor in Council by the said Act intituled, 'An Act respecting the construction of the Intercolonial Railway,' or in the Commissioners or engineer by the said contract or by law, to claim or demand any further sum for extra work, or as damages or otherwise, the contractors thereby expressly waiving and abandoning all and every such claim or pretension, to all intents and purposes whatsoever, except as provided in the fourth section of the said contract, relating to alteration in the grade or line of location; and that the said contract and the said specification should be in all respects subject to the provisions of 31 Vic. ch. 13. That the works embraced in the contracts should be fully and entirely completed in every particular, and given up under final certificates, and to the satisfaction of the commissioners and engineer, on the 1st of July, 1871, (time being declared to be material and of the

essence of the contract), and in default of such completion, contractors should forfeit all right, claim, &c., to any money due or percentage agreed to be retained, and to pay as liquidated damages $2,000 for each and every week for the time the work might remain uncompleted. That the commissioners, upon giving seven clear days' notice if the works were not progressing so as to ensure their completion within the time stipulated or in accordance with the contract, had power to take the works out of the hands of the contractors and complete the works at their expense; in such case contractors were to forfeit all right to money due on the works and to the percentage returned.

On 24th May, 1873, the contractors sent to the commissioners of the Intercolonial, a statement of claim, showing that there was due to them a large sum of money for extra work, and that until a satisfactory arrangement be arrived at, they would be unable to proceed and complete the works.

Thereupon notices were served upon them and the contracts were taken out of their hands and completed at the cost of the contractors by the Government. In 1876, the contractors, by petition of right, claimed $523,000 for money *bona fide* paid, laid out and expended in and about the building and construction of said sections 3 and 6, under the circumstances detailed in their petition.

The Crown denied the allegations of petition and pleaded that the suppliants were not entitled to any payment, except on the certificate of the engineer, and that the suppliants had been paid all that they obtained the engineer's certificate for, and in addition filed a counter claim for a sum of $159,982.57 as being due to the Crown under the terms of the contract, for moneys expended by the commissioners over and above the bulk sums of the contract in completing of said sections.

The case was tried in the Exchequer Court by Taschereau, J., and he held that under the terms of the contract, the only sums for which the suppliants might be entitled to relief were, 1st. $5,850, for interest upon and for the forbearance of divers large sums of money due and payable to them, and 2ndly. $27,022.58, the value of plant and materials left with the Government, but that these sums were forfeited under the terms of the third clause of the contract; that no claim could be entertained for extra work, without the certificate of the engineer, and that the Crown was entitled to the sum of $159,953.51 as being the amount expended.

An appeal to the Supreme Court of Canada having been taken by the suppliant, it was:—

Held, affirming the judgment of the Court below, Fournier and Henry, JJ., dissenting, 1st.—that by their contract, the suppliants had waived all claim for payment of extra work; and 2ndly. that the contractors, not having previously obtained from or being entitled to a certificate from the Chief Engineer, as provided in the 18th sec. 31 Vict. ch. 13, for or on account of the monies which they claimed, the petition of the suppliants was properly dismissed. 3rdly. Under the terms of the contract, the work not having been completed within the time stipulated, or in accordance with the contract, the commissioners had the power to take the contract out of the hands of the contractors, and charge them with the extra cost for completing the same, but that in making up that amount, the Court below should have deducted the sum of——, being the amount awarded as being the value of the plant and materials taken over from the contractors by the Commissioners in June, 1873.

Appeal dismissed with costs.

Irvine, Q.C., and *Girouard, Q.C.*, for appellants.

Burbidge, Q.C., and *Ferguson*, for respondent.

PROVINCE OF QUEBEC.]

JONES v. FRASER.

Legacy—Alienation of property bequeathed by testator—Effect of— Partage — Estoppel—Legacy—Construction of.

W. F. by his will, bearing date 11 Feby., 1833, *inter alia*, bequeathed to his illegitimate daughters, M. E. and M., a defined portion of the seigniories of Temiscouata and Madawaska, and the balance of said seigniories

to his sons, W. and E. A short time after making his will, the testator, who was heavily in debt, received an unexpected offer of £15,000 for the said seigniories, and he therefore sold at once, paid his most pressing debts, amounting to £5,400, and the balance of £9,600 was invested by loaning it on the security of real estate.

At his death, his estate appearing to be vacant as regards the £9,600 a curator was appointed.

On the 27th Sept., 1839, the parties entitled under the will, proceeded to divide and apportion their legacies, basing their calculations upon the approximate area of the seigniories bequeathed, and received and collected part of the sums allotted to each by the *partage*.

In an action brought by the respondent against the curator, in order to make him render an account, the Court ordered him to render an account, which he did, and deposited $50,000 and other securities. On a report of distribution being made, F. (the respondent) filed an opposition claiming his share under the will. This opposition was contested by J., the appellant, on the ground, 1st. that the legacies were revoked and that in his capacity of universal legatee to his mother (the legitimate child, he alleged, of the testator and the Indian woman who was *commune en biens*) he was entitled to one half of the proceeds of the said £9,600; and 2nd., that in the event of his claim as to legitimacy and revocation of the legacy being rejected, as by the will the daughters were exempted from the payment of the debts, he, as representing one of the daughters, was entitled to her proportion of £15,000, the net proceeds of the sale.

HELD, affirming the judgment of the Court below, that the sale of the seigniories which were the subject of the legacy in question in this cause, had not, considering the circumstances under which it was made, the effect of defeating that legacy. 2. That J. (the appellant), not having, at the death of his mother, repudiated the *partage* to which she was a party, but on the contrary, having ratified it and acted under it, was estopped from claiming anything more than what was allotted to his mother.

The judgment of the Court below held that as the testator declared that his daughters should not be liable for the payment of his debts, the partition as regards them, should be made of the sum of £15,000, the price obtained from the sale of the seignories bequeathed, and not the £9,600 remaining in his succession at his death. On cross-appeal to the Supreme Court of Canada :—

HELD, that on the pleadings now before the Court, no adjudication can be made as to the sum of £5,400 paid by the curator for the debts, and that in the distribution of the moneys in Court, all that J. (the appellant) can claim to be collocated for, is the unpaid balance (if any) of his mother's share in the moneys, securities, interest and profit of the said sum of £9,600, in accordance with the *partage* of the 27th Sept. 1839.

Appeal dismissed and cross appeal allowed with costs.

Irvine, Q.C., and *Casgrain*, for appellant.
Pouliot, for respondent.

SUPERIOR COURT.

SHERBROOKE, April 30, 1886.

Before BROOKS, J.

THE ONTARIO CAR CO. v. THE QUEBEC CENTRAL RAILWAY CO., and BRANDON ET AL., Oppts.

Railway—Sale of—Bondholders.

HELD :—*That the holders of Railway bonds have no right, as such bondholders and hypothecary creditors, to oppose the sale of the railway.*

PER CURIAM :—

The opposants say that the plaintiffs having obtained a judgment against the defendants, have caused the sheriff of St. Francis to attach defendants' road and advertize the same to be sold in satisfaction of their judgment. That under 44-45 Vict. chap. 40, the defendants were authorized to issue bonds bearing first hypothèque on their road, and such bonds were privileged without registration. That on the 1st July, 1881, the defendants issued bonds for £556,000 sterling; that the oppcsants own 129 of said bonds, equal to £12,900 sterling, for which the property of defendants is hypothecated;

that the defendant's road has been declared by the Parliament of Canada a work for the advantage of Canada; that the railway seized is not susceptible of seizure and sale under execution, and the opposants have an interest in opposing, for the following reasons:—That the property is not *in commercio* and not liable to seizure and sale under execution; That the writ and proceedings are null, but without giving any other reason; and pray:—

1st. That the Quebec Central Railway and property seized be declared not liable, in whole or in part, to seizure and sale by ordinary process of law.

2. That the seizure be declared null and the plaintiffs be injoined to refrain from their attempt to sell.

To this the plaintiffs say:—Your opposition is not well founded. We, the plaintiffs, had a right to seize. The railway is *saisissable* and you have no interest in opposing the sale.

By admissions it is proved that on July 1, 1881, the defendants issued 5560 bonds of the value of £100 each, equal to £556,000, pursuant to their charter, 32 Vic., ch. 57; 36 Vic., ch. 47; 38 Vic., ch. 45; 40 Vic., ch. 32; 44-45 Vic., ch. 40; and opposants have £12,900 of these bonds. No other evidence was adduced.

The simple proposition made by opposants is this:—We are owners of the bonds, for the payment of which the defendants' railway is duly hypothecated, and said property is not liable to seizure or sale.

It was urged at the argument that the bonds shewed that a Trust Deed had been executed, by which the railway was vested in trustees for the security of bondholders, but this was not made a part of or referred to in the opposition. There the sole grounds were those above stated, that opposants were hypothecary creditors and had therefore a right to oppose the sale of the realty hypothecated to them.

In the case of *The County of Drummond* v. *The South Eastern Railway Co'y*, 22 L. C. J., p. 25, the seizure was by a mortgage creditor and was sustained (Tessier, J., dissenting), the Court declaring that they did not decide whether it could be done by an ordinary creditor.

In *Wason* v. *The Lévis & Kennebec Ry. Co.*, 7 Q. L. Rep. p. 330, (Stuart, Meredith & Routhier, JJ.) it was held that such railways are liable to seizure and sale by ordinary process of law. Stuart, J., remarked, speaking of the right to issue bonds: "This appears to be an excessive power to run in debt without providing any security for its repayment, and if a railway were held exempt from seizure and sale under execution, the fate of creditors would be hard indeed."

The present case is not that of those reported. It is a party claiming to be an hypothecary creditor, asking, because he is so, that property hypothecated to him should not be sold under execution issued at the suit of a judgment creditor, the judgment based upon an unsecured debt.

The question of public interest is not raised by any public officer, and the deed of trust is not raised in any way, and is not referred to in the opposition.

Is the property of such a nature that it cannot be sold judicially? The Court of Queen's Bench have held that it can be sold under hypothec in the ordinary course. The Court of Review (Quebec) held that it can be so sold at the suit of an ordinary creditor. I see no distinction in law. The railway laws declare that railway companies may become debtors in the ordinary way, may make notes, contracts, etc.

Our *hypothèque* is essentially different from the mortgage of England, Ontario or the United States. It is simply a real right upon the immoveable, 2016, C. C. It gives no title to immoveables. It gives the hypothecary creditor the right to be paid, in preference to other creditors, out of the proceeds of the sale of the immoveables hypothecated. Have opposants, under their opposition, any further right? Certainly, as hypothecary creditors, they have only the right the law gives them, *i. e.*, to take from the proceeds of sale, according to their rank and priority.

Is this property not *in commercio?* It is held by what, in recent times, has become merely a private corporation for speculative purposes, with the sanction of the Legislature so far as giving special powers. Is it to be

said that they may incur obligations and be exempt from the legal consequences of failure to meet them? This certainly would constitute a close corporation. The legal sale to a third party not having corporate powers is provided for by the Dominion Consolidated Railway Act, 46 Vic., chap. 24, s. 14. That such property cannot be sold under ordinary legal process, when such sale is opposed by creditors who simply say, we have a *hypothecary* claim, and consequently, a right to prevent the sale, is a doctrine which this court cannot sanction, especially as it has been declared by our courts that such property is subject to seizure and sale by ordinary process of law.

The opposition is dismissed with costs.

Cooke, for opposants.

W. White, Q.C., counsel.

Ives, Brown & French, for plaintiffs contesting.

COUR SUPÉRIEURE.

[En Chambre.]

FRASERVILLE, 7 décembre 1886.

Coram CIMON, J.

ST. JORRE v. MORIN, & BÉGIN, esqté, oppt.

Cession de biens—Saisie d'immeuble—C. proc. arts. 763 *et suivts—*48 *Vict.* (*Q.*) *ch.* 22.

JUGÉ:—*Que malgré la cession de biens et la nomination d'un curateur, le créancier peut, en vertu de son jugement, faire saisir et vendre par bref* de terris *l'immeuble cédé par son débiteur dans sa cession de biens.*

En septembre dernier, l'opposant a été nommé curateur à la cession de biens que le défendeur a faite en vertu des arts. 763 et suivants du c. de proc., tels qu'amendés par le statut de Québec 48 Vict., ch. 22. Avis de cette cession de biens et de la nomination du curateur ont été donnés. Cependant, après cela, le demandeur, qui avait obtenu un jugement contre le défendeur, fit émaner contre lui un bref de *fi. fa. de terris* et fit saisir son immeuble qui est annoncé pour être vendu le 14 de ce mois. L'opposant, qui n'est plus dans le délai pour pouvoir produire de plein droit une opposition au shérif, s'est adressé au juge pour avoir permission de produire une opposition où il allègue la cession de biens, sa nomination de curateur et que, par la loi, cette cession de biens investissait le curateur de la propriété et de la possession de cet immeuble qui ne pouvait plus être saisi, et que la saisie est nulle. Le juge a refusé cette permission par le jugement suivant:—

"Considérant que par l'art. 769 du code de proc. (tel que remplacé par 48 Vict., ch. 22, sec. 4) il n'y a que la procédure par voie de saisie-exécution DES MEUBLES qui est *suspendue* et non celle par voie de saisie des IMMEUBLES; considérant que par l'art. 772 du c. de proc. (tel qu'amendé par 48 Vict., ch. 22, sect. 6), le curateur PEUT vendre les immeubles avec la permission du tribunal ou du juge, ou il PEUT être autorisé par le tribunal ou le juge à émettre son mandat adressé au shérif pour saisir et vendre ces immeubles, et alors le shérif agit comme sur un bref *de terris* et toutes les procédures subséquentes à l'émission du mandat se font à la Cour Supérieure; mais considérant que ces modes n'excluent pas le mode ordinaire qu'a le créancier en vertu de son jugement de procéder par bref *de terris* à la saisie et vente des immeubles de son débiteur; considérant que la saisie en cette cause n'a pu l'être *super non domino;* et que l'opposant ne montre aucune raison pour justifier son opposition,

"Nous rejetons, etc."

Permission de produire l'opposition est refusée.

A. Dessaint, avocat de l'opposant.

THE LATE MR. JUSTICE TORRANCE.

Frederick William Torrance, a Justice of the Superior Court for the Province of Quebec, died, rather suddenly, on the morning of Jan. 2. The deceased was a son of the late John Torrance, a merchant well known in Montreal. The Judge was born in Montreal on the 16th July, 1823. He was educated partly in Montreal and partly in Scotland. In 1844 he received the degree of M.A. at the University of Edinburgh, ranking second in the order of proficiency in classics and mathematics in the examination for the degree. He had previously, in 1839-40, followed courses of lectures at Paris, France, at

the Ecole de Médicine, Sorbonne, and the Collége de France. He studied law with the late Duncan Fisher, Q.C., and the Hon. James Smith, subsequently Attorney-General for Lower Canada and a judge of the Superior Court, and was called to the bar in 1848. He was professsor of Roman law in the Law Faculty of McGill University (of which he was afterwards a governor, and from which he obtained the degree of B.C.L. in 1856,) from 1854 to 1870. He was one of the commissioners appointed in 1865 to enquire into the St. Albans raid affair, and was appointed a puisné judge of the Superior Court on August 27, 1868.

THE LATE MR. JUSTICE RAMSAY.

(*Gazette, Montreal, Dec.* 28.)

A meeting of the Bar of Montreal was held in the Court House at 3 o'clock yesterday afternoon. Amongst those present were: Messrs. J. J. Day, Q.C., Strachan Bethune, Q.C., W. H. Kerr, Q.C., W. W. Robertson, Q.C., J. M. Loranger, Q.C., J. C. Hatton, Q.C., Gersham Joseph, Q.C., Rouer Roy, Q.C., J. S. Hall, Jr., M.P.P., E. Lafontaine, M.P.P., John L. Morris, A. Branchaud, James Kirby, W. F. Ritchie, C. J. Doherty, J. Ralph Murray, G. B. Cramp, C. C. DeLorimier, Q.C., Denis Barry, C. H. Stephens, W. D. Lighthall, A. R. Oughtred, W. P. Sharpe, A. D. Nicolls, W. S. Walker, R. Dandurand, P. H. Roy, J. P. Sexton, H. J. Hague, H. Lanctot, P. M. Durand, S. A. Lebourveau, and A. E. Poirier.

Mr. BETHUNE, Q.C., suggested that Mr. Day, Q.C., as the oldest member of the Bar in this district, should take the chair.

The following resolutions were unanimously carried:—

Moved by Mr. S. BETHUNE, Q.C., Mr. Rouer Roy, Q.C., and Mr. W. W. Robertson, Q. C., and seconded by Mr. JOSEPH M. LORANGER, Q.C., and Mr. A. Branchaud:

That the members of the Bar of the district of Montreal desire to express their profound regret at the death of the late Mr. Justice Ramsay, who by his brilliant talents, varied acquirements and great learning, adorned the Court of Queen's Bench for Lower Canada, of which he was one of the most distinguished members for many years past.

Moved by Mr. P. H. ROY and Mr. LAWRENCE MCDONALD, and seconded by Mr. J. C. HATTON, Q.C.:

That, as a token of respect to his memory, the members of the Bar wear mourning for one month.

Moved by Mr. W. H. KERR, Q.C., Mr. JOHN L. MORRIS and Mr. C. J. DOHERTY, and seconded by Mr. E. LAFONTAINE, M.P.P.:

That the secretary transmit to the family of the late judge a copy of these resolutions, and at the same time convey to them the expression of the deep sympathy of this Bar with them in their affliction.

Moved by Mr. J. KIRBY, seconded by Mr. R. DANDURAND:

That these resolutions be published in the papers of this city.

Mr. BETHUNE, Q.C., in moving the first resolution, said: I do not think it is necessary that I should add anything to the words of the resolution. I am sure that we must all feel the very great loss that the Bench, the Bar and the public has sustained by the sudden death of Mr. Justice Ramsay. For my own part, I have always admired him immensely, and when I speak of his brilliant talents, varied acquirements and great learning, I do not think there is a word too much. In short, I have always regarded him as one of our greatest legal minds.

Mr. KERR, Q.C.—I have very little to add to what has fallen from the lips of my learned friend, Mr. Bethune, excepting to say that I had the advantage of practising for many years in opposition to the late Mr. Justice Ramsay, and I must bear testimony to the fact that we have never had a public prosecutor in Montreal who was at all equal to him. He was most careful and attentive in his duties, and one noteworthy feature was that when he gave his word to a *confrère* that on such a day a trial would come on, you might depend upon it with the most implicit confidence. It is hardly necessary to add anything further with respect to him, excepting to say that his industry was very great, the pains that he took with his cases was unexampled, and so far as his integrity was concerned, although a violent partizan when at the Bar, I do not think that even the breath of suspicion was raised as to the purity of his motives in any of the cases in which he was engaged.

Mr. DAY, Q.C.—I need only say that I heartily endorse every word that has been uttered by my two learned friends.

Mr. P. H. ROY, in moving the second resolution, said: After the remarks of the learned gentlemen who have preceded me, there is but little to add. Judge Ramsay's knowledge

of French was remarkable, and he was most distinguished for his impartial conduct on the Bench. In fact, he represented Justice itself, and the youngest member of the Bar could always expect to be protected quite as fully as the oldest.

Mr. J. C. Hatton, Q.C.—I will add nothing, except to endorse what has been so well said by those who have preceded me, and to express my own deep personal regret at the death of Mr. Justice Ramsay.

Mr. James Kirby, in moving the last resolution, said:—I fully concur in what has been observed by the speakers who have preceded me. There is one fact, however, which, in justice to the memory of the departed Judge, should be mentioned. The event, so sad, so unexpected to the Bar, was not unexpected by the Judge himself. He came to Montreal, on the 1st of November, a tired and sick man, and fully conscious that he might soon be called away. In consequence of the illness of a colleague, he was asked to assume double duty by taking the criminal term of his court out of his turn. Though he felt, and stated to me, that his strength was well nigh spent, he stuck to his post, and was unwilling, even by a day's absence, to interrupt the public business. This fact shows his devotion to duty and his sense of the importance of the judicial office. As has been very truly stated in the article which appeared in the *Gazette*, he dropped down dead in harness, willing to sacrifice himself, rather than that any one should suffer by his absence from his post.

The meeting then adjourned.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 18.

Dividends.

Re Felix Fortin, St. Sauveur. — First and final dividend, payable Jan. 2, 1887. H. A. Bedard, Quebec, curator.

Re N. Mailhot & Cie., Three Rivers.— Dividend, Seath & Daveluy, Montreal, curator.

Re Moore & Co., Montreal.—First and final dividend, payable Jan. 4, 1887, J. C. Beauchamp, Montreal, curator.

Re Senécal & Deslierre.— Dividend, payable Jan. 9, 1887. Kent & Turcotte, Montreal, curator.

Separation as to property.

Sophie Gill vs. Wilfrid C. Boucher, notary, St. Thomas de Pierreville, Dec. 15.

Alvine Célina Marois vs. Joseph Z. Lebel dit Beaulieu, Quebec, Dec. 16.

Marie Louise Ada Roy vs. Louis G. Bourret, physician, St. François du Lac.

Quebec Official Gazette, Dec. 24.

Judicial Abandonments.

Narcisse Anclair, Sorel, Nov. 27.

Joseph Pagé, undertaker, Montreal, Dec. 17.

Curators appointed.

Re Victor L. Côté, Côté & Cie., St. Johns.—Kent & Turcotte, Montreal, curator, Dec. 22.

Re A. Gauthier.— A. A. Taillon, Sorel, curator, Dec. 7.

Re Joseph Jacques, Quebec.—F. Gourdeau, Quebec, curator, Dec. 21.

Re Catherine McEntyre, Montreal.—W. J. O'Malley, Montreal, curator. Dec. 3.

Re Théodule Neveux, Terrebonne.— Kent & Turcotte, Montreal, curator, Dec. 16.

Application for discharge.

Re Emma and Georgiana L'Italien (under Insolvent Act of 1875).—Quebec, Feb. 1.

Dividends.

Re Aubin Duperrouzel, restaurant keeper, Montreal.—Dividend, Seath & Daveluy, Montreal, curator.

Re J. A. Lavigne, trader, Trois Pistoles.— First and final dividend, payable Jan. 7. H. A. Bedard, Quebec, curator.

Minutes transferred.

Minutes, repertory and index of the late E. R. Demers, N.P., Bedford, transferred to Michael Boyce, N.P., Bedford, Dec. 16.

Separation as to property.

Sarah McGinnis v. Robert Mauger, trader, Ste. Adelaide de Pabos, Dec. 18.

GENERAL NOTES.

Lawyers Should Know Everything.—Some years ago a man in the southern part of the State of New York was tried for killing some wild pigs which belonged to a neighbour. The only witness of the prosecution, who swore to the killing, said he saw the defendant in the act. The young lawyer for the defendant, in cross-examining the witness, asked if the swine made much noise when they were stuck. The witness, to make a most profound impression, turned in his chair and said, "Jedge, I never heard such all fired squealin' in my life." Defendant's counsel at this point addressed the Court and said, "I ask your honour to take judicial notice of the fact that a wild hog never squeals." He did, and the prisoner was acquitted.—*Albany Law Journal.*

Too Brief for Grammar.—The shortest chattel mortgage we have seen was the subject of litigation in *Church* v. *M'Leod*, Vt. April 23, 1886, 2 New England Rep. 190. It was in these words: "The six calves for which this note is given is to be Church's until paid for." The document having been recorded in the town clerk's office, pursuant to the statute, the court held that it was constructive notice, and that a purchaser from the mortgagor was liable for a conversion in taking possession and selling one of the calves.—*Daily Law Register.*