THE
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OWNERSHIP OF AN AEROLITE.

A curious question was decided in a recent case before the Supreme Court of Iowa, *Goodard* v. *Winchell*, as to the ownership of an aërolite. The point was whether the owner of the soil on which it fell, or the first discoverer, was the owner of the stone. The Supreme Court decided in favor of the owner of the soil, and as to the correctness of this opinion, we think there can be no serious question. The following is the substance of the opinion:—

The subject of the dispute is an aërolite, of about sixty-six pounds weight, that "fell from the heavens" on the land of the plaintiff, and was found three feet below the surface. It came to its position in the earth through natural causes. It was one of nature's deposits, with nothing in its material composition to make it foreign or unnatural to the soil. It was not a movable thing "on the earth." It was in the earth, and, in a very significant sense, immovable; that is, it was only movable as parts of earth are made movable by the hand of man. Except for the peculiar manner in which it came, its relation to the soil would be beyond dispute. It was in its substance, as we understand, a stone. It was not of a character to be thought of as "unclaimed by any owner," and, because unclaimed, "supposed to be abandoned by the last proprietor," as should be the case under the rule invoked by appellant. In fact, it has none of the characteristics of the property contemplated by such a rule.

We may properly note some of the particular claims of appellant. His argument deals with the rules of the common law for acquiring real property, as by escheat, occupancy, prescription, forfeiture and alienation, which, it is claimed, were all the me-

thods known, barring inheritance. We need not question the correctness of the statement, assuming that it has reference to original acquisition, as distinct from acquisitions to soil already owned, by accretion or natural causes. The general rules of the law by which the owners of riparian titles are made to lose or gain by the doctrine of accretion, are quite familiar. These rules are not, however, of exclusive application to such owners. Through the action of the elements, wind and water, the soil of one man is taken and deposited in the field of another; and thus all over the country, we may say, changes are constantly going on. By these natural causes the owners of the soil are giving and taking, as the wisdom of the controlling forces shall determine. By these operations one may be affected with a substantial gain, and another by a similar loss. These gains are of accretion, and the deposit becomes the property of the owner of the soil on which it is made.

A scientist of note has said that from six to seven hundred of these stones fall to our earth annually. If they are, as indicated in argument, departures from other planets, and if among the planets of the solar system there is this interchange, bearing evidence of their material composition, upon what principle of reason or authority can we say that a deposit thus made shall not be of that class of property that it would be if originally of this planet and in the same situation? If these exchanges have been going on through the countless ages of our planetary system, who shall attempt to determine what part of the rocks and formations of special value to the scientist, resting in and upon the earth, are of meteoric acquisition, and a part of that class of property designated in argument as "unowned things," to be the property of the fortunate finder instead of the owner of that soil, if the rule contended for is to obtain? It is not easy to understand why stones or balls of metallic iron, deposited as this was, should be governed by a different rule than obtains for the deposit of boulders, stones and drift upon our prairies by glacier action, and who would contend that these deposits from floating bodies of ice belong, not to the owner of the soil, but to the finder? Their origin or source may be less mysterious, but they, too, are tell-tale messengers from far-off lands, and have value for historic and scientific investigation.

It is said that the aërolite is without adaptation to the soil, and only valuable for scientific purposes. Nothing in the facts of the case will warrant us in saying that it was not as well

adapted for use by the owner of the soil as any stone, or, as appellant is pleased to denominate it, "ball of metallic iron." That it may be of greater value for scientific or other purposes may be admitted, but that fact has little weight in determining who should be its owner. We cannot say that the owner of the soil is not as interested in, and would not as readily contribute to, the great cause of scientific advancement, as the finder, by chance or otherwise, of these silent messengers. This aërolite is of the value of $101, and this fact, if no other, would remove it from uses where other and much less valuable materials would answer an equally good purpose, and place it in the sphere of its greater usefulness.

The rule is cited, with cases for its support, that the finder of lost articles, even where they are found on the property, in the building, or with the personal effects of third persons, is the owner thereof against all the world except the true owner. The correctness of the rule may be conceded, but its application to the case at bar is very doubtful. The subject of this controversy was never lost or abandoned. Whence it came is not known, but under the natural law of its government, it became a part of this earth, and, we think, should be treated as such. It is said by appellant that this case is unique; that no exact precedent can be found; and that the conclusion must be based largely upon new considerations. No similar question has, to our knowledge, been determined in a court of last resort. In the American and English Encyclopedia of Law (volume 15, p. 388) is the following language: "An aërolite is the property of the owner of the fee upon which it falls. Hence a pedestrian on the highway, who is first to discover such a stone, is not the owner of it; the highway being a mere easement for travel." It cites the case of *Maas* v. *Amana Society* (16 Albany Law J., 76, and 13 Ir. Law T., 381), each of which periodicals contains an editorial notice of such a case having been decided in Illinois, but no reported case is to be found. Anderson's Law Directory states the same rule of law, with the same references, under the subject of "Accretions." In 20 Albany Law J., 329, is a letter to the editor from a correspondent, calling attention to a case determined in France, where an aërolite found by a peasant was held not to be the property of the 'proprietor of the field,' but that of the finder. These references are entitled, of course, to slight, if any, consideration; the information as to them being too meagre to indicate the trend of legal thought. Our conclusions are an-

nounced with some doubts as to their correctness, but they arise not so much from the application of known rules of law to proper facts as from the absence of defined rules for these particular cases. The interest manifested has induced us to give the case careful thought. Our conclusions seem to us nearest analogous to the generally accepted rules of law bearing on kindred questions, and to subserve the ends of substantial justice. The question we have discussed is controlling in the case, and we need not consider others.

COURT OF APPEAL.

LONDON, May 13, 1892.

BAWDEN v. LONDON, EDINBURGH AND GLASGOW ASSURANCE COMPANY. 2 Q. B. Div. [1892] 534.

Insurance—Accident—Knowledge of Agent Imputed to Principal.

B. effected an insurance with the defendant company through their agent against accidental injury. The proposal for the insurance contained a statement by the assured that he had no physical infirmity, and that there were no circumstances that rendered him peculiarly liable to accidents, and it was agreed that the proposal should form the basis of the contract between him and the company. By the terms of the policy the company agreed to pay the insured £500 on permanent total disablement, and £250 on permanent partial disablement—the policy stating that by permanent total disablement was meant, inter alia, "the complete and irrecoverable loss of sight to both eyes," and by permanent partial disablement was meant, inter alia, "the complete and irrecoverable loss of sight in one eye." At the time when he signed the proposal for the insurance the insured had lost the sight of one eye, a fact of which the defendants' agent was aware, though he did not communicate it to the defendants. The assured during the currency of the policy met with an accident, which resulted in the complete loss of sight in his other eye, so that he became permanently blind.

HELD:—*That it must be taken, first, that the assured had sustained a complete loss of sight to both eyes within the meaning of the policy; secondly, that the knowledge of the defendants' agent was, under the circumstances, the knowledge of the defendants, and that they were liable on the policy for £500.*

Application by the defendants for a new trial, or that judgment might be entered for them.

The Lord Chief Justice directed the jury that the company were, through their agent, Quin, affected with knowledge of the

fact that Bawden was a one-eyed man. The jury found a verdict for the plaintiff for £500, and judgment was entered accordingly.

Sir Charles Russell, Q.C., Ashton Cross and *F. Dodd*, for defendants.

Gully, Q.C., and *Henry*, for plaintiff, were not called upon.

LORD ESHER, M. R. We have to apply the general law of principal and agent to the particular facts of this case. The question is, what was the authority of such an agent as Quin? His authority is to be gathered from what he did. He was an agent of the company. He was not like a man who goes to a company and says, I have obtained a proposal for an insurance; will you pay me commission for it? He was the agent of the company before he addressed Bawden. For what purpose was he agent? To negotiate the terms of a proposal for an insurance, and to induce the person who wished to insure to make the proposal. The agent could not make a contract of insurance. He was the agent of the company to obtain a proposal, which the company would accept. He was not merely their agent to take the piece of paper containing the proposal to the company. The company could not alter the proposal; they must accept it or decline it. Quin, then, having authority to negotiate and settle the terms of a proposal, what happened? He went to a man who had only one eye, and persuaded him to make a proposal to the company, which the company might then either accept or reject. He negotiated and settled the terms of the proposal. He saw that the man had only one eye. The proposal must be construed as having been negotiated and settled by the agent with a one-eyed man. In that sense the knowledge of the agent was the knowledge of the company. The policy was upon a printed form which contained general words applicable to more than one state of circumstances, and we have to apply those words to the particular circumstances of this case. When the policy says that permanent total disablement means "the complete and irrecoverable loss of sight in both eyes," it must mean that the assured is to lose the sight of both eyes by an accident after the policy has been granted. The contract was entered into with a one-eyed man, and in such case the words must mean that he is to be rendered totally blind by the accident. That indeed would be the meaning in the case of a man who had two eyes. If the accident renders the man totally blind, he is to be paid £500 for perman-

ent total disablement. Quin, being the agent of the company to negotiate and settle the terms of the proposal, did so with a one-eyed man. The company accepted the proposal, knowing through their agent that it was made by a one-eyed man, and they issued to him a policy which is binding upon them, as made with a one-eyed man, that they would pay him £500 if he by accident totally lost his sight, *i. e.*, the sight of the only eye he had. In my opinion the plaintiff is entitled to recover £500 for the total loss of sight by the assured as the direct effect of the accident.

LINDLEY, L. J. I am of the same opinion. The case turns mainly upon the position of Quin. What do we know about him? The company have given us no information about the terms of his agency. In the printed form of proposal he is described as the agent of the company for Whitehaven, and it is admitted that he was their agent for the purpose of obtaining proposals. What does that mean? It implies that he sees the person who makes the proposal. He was the person deputed by the company to receive the proposal, and to put it into shape. He obtains a proposal from a man who is obviously blind in one eye, and Quin sees this. This man cannot read or write, except that he can sign his name, and Quin knows this. Are we to be told that Quin's knowledge is not the knowledge of the company? Are they to be allowed to throw over Quin? In my opinion, the company are bound by Quin's knowledge, and they are really attempting to throw upon the assured the consequences of Quin's breach of duty to them in not telling them that the assured had only one eye. The policy must, in my opinion, be treated as if it contained a recital that the assured was a one-eyed man. The £500 is to be payable in case of the "complete and irrecoverable loss of sight in both eyes" by the assured. If the assured has only one eye to be injured, this must mean the total loss of sight. Within the true meaning of the policy, as applicable to a one-eyed man, I think the plaintiff is entitled to recover £500.

KAY, L. J. I agree. The defendants are a limited joint-stock company, and the principal question is whether the knowledge of their agent is to be imputed to them. I am clearly of opinion that it is. The agent, when he obtained the proposal, knew that this man had only one eye. It appears on the face of the proposal that Quin was the agent of the company for the Whitehaven district. What was he agent for? The company have given no evidence about this, but we cannot have better evidence

than what the agent actually did. It was his duty to obtain proposals for assurances, and to send them to the company. It was his duty to get the form of proposal filled up and signed by the proposer, and to see that this was done correctly. Then he goes to a man who has obviously only one eye—he knows that he has only one eye—and he induces him to sign a proposal. The agent fills up the blanks in the proposal in his own handwriting, and it is sent in to the company. In the margin of the form is printed this note: "If not strictly applicable, particulars of any deviations must be given at back," which must mean that if the printed statements in the form are not strictly applicable to the particular case, the respects in which they are not so are to be stated on the back of the proposal. If Quin had performed his duty to the company, who would have written at the back of the proposals the "deviations" in the case of Bawden? I think it was Quin's duty to do this, and to point out to Bawden that without it the form would not be properly filled up. So far as we know, Quin did not convey to the company his knowledge of the fact that Bawden had only one eye; and it is argued, that the policy having been entered into by the company, and the premiums paid to them for some time, the policy is either void, or the company are only liable for a partial disablement of the accused. How is it possible for us to say that the knowledge of Quin is not to be imputed to the company? That knowledge was obtained by him when he was acting within the scope of his authority, and it must be imputed to the company. This is an answer to the argument that the policy is to be treated as void, because the statements in the proposal are not accurate. In my opinion, the condition that the statements in the proposal are to form the basis of the contract does not apply at all, because knowledge is to be imputed to the company of the fact that Bawden had only one eye.

Then it is said that the plaintiff can recover only for partial, not for total, permanent disablement. But, treating the company as knowing that Bawden had only one eye, how ought the policy to be construed? The material words are, "complete and irrecoverable loss of sight in both eyes;" and in my opinion, they ought to be construed as meaning that the company are to pay £500 in case the assured completely loses his sight by means of an accident. This is what has happened in the present case, and therefore, in my opinion, the plaintiff is entitled to recover £500.

Application refused.

QUEEN'S BENCH DIVISION.

LONDON, Oct. 25, 1892.

HOBERN v. FOWLER (27 L. J., N. C.)

Arrest—Privilege from—Plaintiff Returning from Court—Warrant for commitment for Non-payment of Rates.

This was an *ex parte* application to Mr. Justice Collins for the release of a plaintiff in an action just tried before him, who had been arrested upon leaving the Court under a warrant for his commitment for non-payment of poor-rate. The applicant had been called as a witness on his own and on his wife's behalf, she having been a co-plaintiff. Proceedings had been taken against applicant under the provisions of 12 Vict. c. 14, ss. 2, 3, for non-payment of the local poor-rate, and, in default of any distress being possible, a warrant for his commitment had been made out by justices, in accordance with Form D. in the schedule of that Act. That form provides for commitment for a stated time 'unless the said sum of , together with the sum of for the costs attending the distress and for the commitment..... shall be sooner paid.' Under the warrant a police-constable had arrested the applicant upon his leaving the Royal Courts of Justice.

Watt for the applicant. The privilege of immunity from arrest in any civil process for any witness going to, attending, or returning from Court, has long been established. Non-payment of rates is not a criminal offence. It is not an arrest for contempt, but only until payment. The distinction between attachment as a mere process and punitive attachment is pointed out by Lord Justice Fry in *In re Freston*, 52 Law J. Rep. Q. B. 545; L. R. 11 Q. B. Div. 557; *Kimpton* v. *London and North Western Railway Company*, 23 Law J. Rep. Exch. 556; L. R. 9 Exch. 766, is also in point. The application was properly made 'to the Court in which the cause had been depending, ('Taylor on Evidence,' s. 1205).

COLLINS, J., held that such a commitment as this was, by way of process, only to enforce payment of rates, and not as a punishment for contempt to any order of a Court, and ordered the applicant's release.

Application granted.

RETIREMENT OF MR. JUSTICE DENMAN.

The occasion of Mr. Justice Denman's retirement from the Bench was a memorable one. The Bench was crowded with judges, and the attendance of the Bar was very large.

After some remarks from the Attorney-General, Sir C. Russell, Mr. Justice Denman replied as follows :—

"It had occurred to me that having the pleasure this morning of attending the Lord Chancellor's breakfast, where I met so many of my brethren and members of the profession, that would be an adequate leave-taking on my retirement from the bench. But I confess I am not sorry that it has been thought by others better that I should submit to what I must regard as the gratifying ordeal of taking leave of you in public. For, large as is the attendance, and illustrious as are the persons who are present on such an occasion, it would not have given me the opportunity I now have in the presence of so many members of the junior bar and many also of the other branch of the profession, thus giving me the opportunity of taking leave of them and of thanking them all for the constant kindness and courtesy I have ever, as a judge, received from them in the course of my long judicial career. (The learned judge here became very much affected, his voice broke, and he spoke with evident emotion.) Mr. Attorney-General, I cannot trust myself to make a long address. But I must try and say a few words to express my sense of the advantages which a man has who holds the office I have held for twenty years, and especially if, as was the case with me, he has known the profession from still earlier days than those which brought him to the bar. I could not help thinking the other day, on an occasion when I thought I might be expected to say something, how many men of eminence, and illustrious in the law, it had been my privilege to know from the earliest days I can recollect to the present time, and I found that, in the twenty years during which I was a judge, I had no less than forty-seven new colleagues, with every one of whom I had personal acquaintance —I have known them all, they have all been friends, they have all been good servants of their country, as those who remain are, and I have no doubt those who may follow will be so too. Between the time when I was called to the bar (in 1846) and the time when I was made a judge there were twenty-six, leaving out those whom I have already spoken of, and reckoning only those who were members of the bench when I was made a judge.

Every one of those men was brought up to the legal profession, had been a student, a member of the junior bar, and afterwards generally a leader. And it is impossible to reflect upon this without feeling what an honor it is to be thought worthy to have been a member of such a profession, which has supplied so many eminent servants of their country in a judicial capacity. Mr. Attorney-General, I also wish to give my testimony to the merits of the other branch of the profession—the solicitors. No doubt we hear with regret every now and then of some yielding to temptation and doing things which have to be visited with serious penalties. But as to the great body of solicitors, of whose conduct we have every day ample experience, I can say that I know of no class of the community to whom the country is more indebted than these men, who know the secrets of families and by whom the interests of their clients are zealously attended to and their secrets inviolably kept. And there is another branch of the profession to whose kind co-operation I as a judge of long standing feel that I ought to pay my tribute, and that is our clerks, to whose good conduct and earnest assistance and honorable abstinence from gossip about things they must know of, it is impossible to say how we are all indebted, nor how much the public are indebted. They are the barristers' clerks; I need not say how valuable they are nor how difficult it would be for the working members of the bar to get through their business without the assistance rendered to them by honest, faithful, and attentive clerks. Then there are the solicitors' clerks, men who really do so much of the business of the profession, which is done often as much by the clerks as the principals. To allude to only one branch of this class of the profession, I should like to give the meed of my hearty thanks to those clerks who come before the judges at chamber and address us on cases before us, often with much acumen and good sense, and who really render efficient assistance in the discharge of business. I do not hesitate to say that by their assistance the work is done in such a way that the public have no idea how much they owe to this class of the members of the profession. I should like, also, to say how much we are indebted to the officers of the courts, the masters or registrars in courts of law or equity, especially the latter, where common law judges have sometimes to attend, and where they must a good deal depend upon the assistance rendered to them by the officers of the courts, who do so much to promote the due discharge of business. Mr. Attorney-General, I do not desire to

speak about myself—I am averse to egotism or ostentation, and if anyone thinks I have ever shown a tendency to anything of the kind he has misinterpreted me, and misunderstood something I may have perhaps clumsily said. All I wish now to do is to assure you that I shall ever entertain the most cordial sense of the kindness which every member of the profession with whom I have ever been brought in contact has shown to me. I shall always love it. I shall always take an interest in its proceedings, and in all that affects its welfare. Mr. Attorney-General, I thank you for the kind words you have uttered. I have known you long; I have watched your career with the greatest interest, and I believe the profession will never be able to point to a man who could represent it more worthily, nor more ably uphold its honor. And now it only remains for me to say to my brethren, to all the members of the bar, and to all other members of the profession, most earnestly and gratefully, "Farewell."

THE PARK AND LITERARY FRAUD CASES.

At the Old Bailey the week before last the two *causes célèbres* of the September criminal sessions—the prosecution of Miss Smith and her accomplices, Micklethwaite, Paul, Ingram and Alliston, for conspiracy to defraud the estate of a certain Mr. Park of 20,000*l.* by the forgery of a deed, and the literary frauds case—were at length brought to a close, and ended, as everyone who studied the evidence had expected, in the conviction of the accused.

The forgeries that are exposed and punished in Courts of justice are usually characterised by cleverness as well as daring. Fauntleroy, Roupell, Provis, and Else were persons of genius in their own worthless way, and executed their criminal designs with consummate adroitness. In point of audacity, Miss Smith showed herself to be no mean rival to these illustrious scoundrels, but in cunning and ingenuity she lagged far behind them. A clumsier crime was never perpetrated than that for which she has now to undergo the well-merited punishment of ten years' penal servitude. The material facts in the case were few and simple. On January 4, 1887, there died, in his eighty-second year, at Auckland House, Teddington, a gentleman named John Cornelius Park, who was worth over 100,000*l.* Miss Smith was

one of Mr. Park's tenants, had been in the habit of visiting him from time to time, and was, of course, in possession of his signature to receipts for rent. The relations between the deceased gentleman and Miss Smith had never been very friendly, much less intimate. He had deprecated her visits, and, so lately as June, 1885, had distrained against her for arrears of rent. On two occasions when she had been at Auckland House, Miss Smith had met a son of the deceased, Mr. C. J. Park, who was a widower. Two days after the old gentleman's death a letter from her was received at Auckland House, in which she referred to her 'approaching marriage' with Mr. C. J. Park, and she soon followed up this intimation of her design by presenting herself at Auckland House and announcing that she was the daughter-in-law elect of the deceased, and that if young Mr. Park refused to marry her within three months after his father's death he would have to pay her the sum of 20,000*l.* In spite of this bold verbal assertion of her claim, Miss Smith displayed an unaccountable, and from her point of view a fatal, hesitancy as to the form in which the claim was to be made. First she produced what purported to be a will signed by the deceased on the day of his death across a penny stamp, and giving her all he possessed in the world. On second thoughts, however, she destroyed this document, which was attested by the prisoners Ingram and Alliston—the cook and the gardener at Auckland House—and brought forward a bond in which old Mr. Park was alleged to have covenanted to pay her 30,000*l.* on the day of her marriage with his son, or a penalty of 20,000*l.* if the marriage did not take place. Eventually, this document, too, was abandoned as the mainstay of the claim; Miss Smith took her stand upon a deed, practically to the same effect, purporting to have been signed by the deceased on March 23, 1886, and attested by the prisoners Alliston, Micklethwaite, a solicitor who had been struck off the rolls, and Paul, and opposed the administration of the estate in the High Court. Mr. Justice Romer, however, dismissed her claim, and ordered the document in question to be impounded, expressing the conviction, which has now been corroborated by the verdict of the jury in the criminal proceedings, that it was fictitious. A more transparent forgery was never committed, and the sentences of ten, seven, and five years' penal servitude respectively passed upon Smith, Micklethwaite, and Paul, were amply justified by the circumstances of the case. Alliston and Ingram

(who was found guilty of 'uttering' the forged document only) escaped with twelve and six months' imprisonment respectively.

The literary frauds case was in its own way not less remarkable than the prosecution of Miss Smith. No more impudent series of deceptions has been practised upon the public in recent years than that of which Sir Gilbert Campbell, William James Morgan, David Tolmie, Charles Montagu Clarke, Joseph Sidney Tomkins, and William Henry Steadman have just been found guilty. The history of their misdeeds has all the interest of a romance, is as full of double intrigues and ludicrous situations as a seventeenth-century play, and possesses, besides, those occasional touches of tragedy without which the highest dramatic effects can never be attained. Yet the central plot was a very simple one; and although the *personnel* of the actors changed from time to time during the progress of the piece, it was repeated in every scene with remarkable fidelity. The mode of operation was as follows: A company was started with a pretentious name and a glowing prospectus. At one time it was the City of London Publishing Company (Lim.). Then the Authors' Alliance came on the stage. Next the Literary and Artistic Union was founded. Then came the Artists' Alliance and the International Society of Literary Science and Art. The ostensible objects of these various associations differed, as their titles indicate, but their primary objects were the same. The chief end of them all was to put money in the purses of the promoters. For the attainment of this end a number of devices were adopted. Authors were induced to submit their manuscripts to the society engaged for the time being in working the literary fraud, and to make sundry payments on the distinct undertaking that the manuscripts in question would be published under its auspices; but the manuscripts were not published and the sums paid were never returned. Exhibitions of pictures were organised and carried out on similar principles, although in one case a lady who had subscribed a guinea to the enterprise had a picture sold and received 15*s.* as the purchase-money. Then a series of concerts, which paid tolerably well, was set on foot. Finally, there were wholesale issues of invitations to artists and authors to join the Artists' and Authors' Alliances, and the International Society of Literary Science and Art, which arrogated to itself the right of granting diplomas, degrees, and graduation hoods and gowns to its members. The profits realised by these artistic, musical and literary efforts were not accounted for, and the presumption is

that they found their way, with almost undeviating accuracy, into the pockets of the gentlemen whose ingenuity had organised the companies in question. Gradually, however, these bodies began to fall into disrepute. Their landlords experienced no little difficulty in securing the payment of their rents, and when the assistance of the County Court was invoked, and a warrant for distress granted, the indignant judgment creditors found either that there was nothing on the company's premises to distrain, or that, in the interval between judgment and execution the promoters had folded their tents, like the Arabs, and silently moved away. The unfortunate authors who had been deprived both of their manuscripts and of their money began to be troublesome. One lady went every day for a month to the offices of the Authors' Alliance, brought her knitting with her in order to pass the time, and waited patiently, but in vain, for the arrival of Tomkins, who was in charge of the establishment. Another of the defrauded children of literature had a happier fate. He found Mr. Tomkins at the company's offices, demanded a manuscript which he had sent to the company, and, when Tomkins explained that the document was in the hands of the reader or publisher, shook him heartily, to the intense delight of the housekeeper, who was looking on. Other followers of the muses took a more public way of expressing their dissatisfaction with the companies by suing them in the Courts of law. The action raised by Mr. Swindell, of Manchester, who was one of the most meritorious victims of the fraud, directed the attention of the Treasury to the matter, and the prosecution was instituted which has now resulted in the conviction of the accused. There were, of course, different degrees of guilt. Morgan and Tomkins, as the worst offenders, were sentenced to eight and five years' penal servitude respectively; while Sir Gilbert Campbell, Steadman, Tolmie, and Clarke were found guilty only of conspiracy to defraud, and were severally sentenced to eighteen, fifteen, six, and four months' imprisonment with hard labour.—*Law Journal* (*London*).

Mr. W. A. Bates, whose death is recorded at the age of 66, was an old and respected member of the legal profession. He was admitted to the bar in 1849, and practised during forty-three years, the firm being J. & W. A. Bates. He enjoyed the esteem and respect of his *confrères*, and his death, which was hastened by the effects of a fall, is generally regretted.

INSOLVENT NOTICES.

Quebec Official Gazette, Oct. 29 & Nov. 5 & 12.

Judicial Abandonments.

ADAM, Robert, doing business as Porcheron, Adam & Co., Montreal, Oct. 24.

ARCHAMBAULT, Narcisse, druggist, Montreal, Nov. 3.

BARBEAU, Alexis, roofer, Quebec, Oct. 21.

BRASSARD, Luc-Jean-Baptiste, St. Cyrille of Wendover, Oct. 28.

CHAVANEL, Israel, Quebec, fruit merchant, Oct. 20.

LARIVIÉRE & fils, carriage-makers, St. Hyacinthe, Oct. 22.

MILES, Gabriel, Grand Pabos, Oct. 31.

ROLLAND, J. B. L., Montreal, Oct. 25.

SAVARD, George, bottler, Quebec, Nov. 4.

TISDALE, Emma, doing business as E. Tisdale, St. John's, Oct. 26.

TODD, Dinah, doing business as J. Cohen & Co., Montreal, Oct. 18.

Curators Appointed.

BARBEAU, jr, Alexis, roofer, Quebec.—N. Matte, Quebec, curator, Nov. 2.

BARRAS, J. A., Quebec.—C. Desmarteau, Montreal, curator, Oct. 29.

BELLEAU, Louis, doing business as H. F. Poirier, Montreal.—Kent and Turcotte, Montreal, joint curator, Oct. 27.

BLOUIN, Fidèle, Quebec.—D. Arcand, Quebec, curator, Oct. 27.

BRANCHAUD & DUQUETTE, Montreal.—Kent & Turcotte, Montreal, joint curator, Oct. 29.

BROWN & Co., W. Godbee, Montreal.—J. McD. Hains, Montreal, curator, Nov. 9.

CABANA, *fils*, Antoine, St. Ephrem d'Upton.—J. O. Dion, St. Hyacinthe, curator, Nov. 7.

CHAVANEL, Israel.—John O'Donnell, Quebec, curator, Nov. 2.

CARON, Alexis E., Shipton.—D. Seath and J. J. Griffith, Montreal, joint curator, Oct. 13.

Côté, P. E.—Millier & Griffith, Sherbrooke, joint curator, Oct. 31.

GAUVREAU & Co., St. Octave de Métis.—Kent & Turcotte, Montreal, joint curator, Oct. 25.

GUERTIN, Louis.—Bilodeau & Renaud, Montreal, joint curator, Oct. 20.

LALONDE, Alphonse.—D. Seath, Montreal, curator, Oct. 6.

LARIVIÈRE & fils, Joseph, St. Hyacinthe.—J. O. Dion, St. Hyacinthe, curator, Nov. 7.

LAURIE, David James, Montreal.—F. W. Radford, Montreal, curator, Nov. 2.

MALTAIS, Pierre, Malbaie.—H. A. Bedard, Quebec, curator, Oct. 29.

NADEAU & Co., M.—Bilodeau & Renaud, Montreal, joint curator, Oct. 24.

PATENAUDE, P. A.—Bilodeau & Renaud, Montreal, joint curator, Oct. 24.

PORCHERON, Adam & Co., roofer, Montreal.—C. Desmarteau, Montreal, curator, Oct. 31.

ROLLAND, J. B. L., boot and shoe dealer, Montreal.—C. Desmarteau, Montreal, curator, Nov. 2.

SLEETH, jr., David, Montreal.—Riddell & Common, Montreal, joint curator, Nov. 7.

TODD, Dinah (J. Cohen & Co.)—C. Desmarteau, Montreal, curator, Oct. 31.

WOOD, Horace E.—A. J. Farnham, Dunham, curator, Nov. 4.

Dividends.

BILODEAU & fils, Ste. Marie.—First and final dividend, payable Nov. 29, H. A. Bedard, Quebec, curator.

BLAIS & Lefebvre.—Second and final dividend, payable Nov. 29, G. H. Burroughs, Quebec, curator.

BLONDEAU & Gravel, curriers.—Second and final dividend, payable Nov. 21, N. Fortier, Quebec, curator.

BOUDREAU, Benj., L'Anse St. Jean.—First and final dividend, payable Nov. 22, H. A. Bedard, Quebec, curator.

DUCHAINE, Octave, St. Jovite.—First and final dividend, payable Oct. 15, A. Lamarche, Montreal, curator.

GUILBAULT & fils, Ed., Montreal.—First dividend, payable Nov. 11, C. Desmarteau, Montreal, curator.

GUIMOND & Cie., St. Raymond.—First and final dividend, payable Nov. 22, H. A. Bedard, Quebec, curator.

LACOURCIÈRE, Timoléon, St. Stanislas.—First dividend, payable Nov. 28, Lamarche & Olivier, Montreal, joint curator.

MARCOTTE, Charles.—First and final dividend, payable Nov. 29, J. E. Casgrain, L'Islet, curator.

MORENCY, Edouard, Quebec.—First and final dividend, payable Nov. 29, J. H. Gignac, Quebec, curator.

POULIN, Anselme.—Second and final dividend, payable Nov. 28, A. F. Gervais, St. John's, curator.

ROBILLARD & Co., Beauharnois.—First and final dividend, payable Oct. 10, C. Desmarteau, Montreal, curator.

SMITH, Joseph, Cedar Hall.—First and final dividend, payable Nov. 29, H. A. Bedard, Quebec, curator.

STEWART, Geo.—Second and final dividend, payable Nov. 21, C. Desmarteau, Montreal, curator.

VAUDRY & Turcotte, grocers.—First and final dividend, payable Nov. 29, H. A. Bedard, Quebec, curator.