THE LEGAL NEWS.

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Another case of persecution by bees (see p. 289) has come before the court at Walkerton, Ont. One McIntosh, of Southampton, applied for an injunction to restrain his neighbour, Harrison, from keeping bees. It appears that Harrison has about eighty hives of bees, which were flying over the neighbourhood and were a great nuisance, especially to the plaintiff, who is a blacksmith, the bees flying about his shop and stinging customers' horses. They were also very troublesome when making preserves, swarming around McIntosh's kitchen in large numbers. The case was tried at the Assizes before Mr. Justice O'Connor, Nov. 2. The jury brought in a verdict that the bees were a nuisance and that the plaintiff was entitled to an injunction. Judge O'Connor said it was a novel case, and he would not grant the injunction, but reserve it for argument before the full court.

The lawyers are more numerous in the new legislative assembly of Quebec than in the last Parliament. The advocates number 18 against 10 in the last House. There are also 9 notaries in the present assembly against 5 in the last,—making a total of 27 members of these two professions, out of 64 elected members. The number of doctors (five) remains the same.

The Montreal Court House has been somewhat remarkable for the number of officials who have served for long periods. The late Messrs. Monk, Terroux, and Pyke, were all veterans who had seen half a century's service, or thereabout. At present we have Messrs. Honey, Schiller, Campbell and Kernick of nearly equal length of public service. The last named, whose *noces d'or* in connection with the prothonotary's office, was celebrated by a bar dinner on the 30th October, is far from being the least remarkable example of prolonged tenure of office. The chairman, an *ex-bâtonnier*, recalled his first meeting with Mr. Kernick about a score of years ago. Our own recollection goes somewhat further back. But more than this: there is hardly a judge on the bench today, or a lawyer practising in the city, who cannot recall the time when, as a law student, he had his first interview with Mr. Kernick in his official capacity. The cordial manner in which the occasion was celebrated bore ample evidence to the efficiency and popularity of the still youthful guest.

LEGAL BUSINESS IN FRANCE.

In a copy of *Le Gaulois* received from Mr. Justice Rainville, who is in Paris, a short article appears with reference to the great accumulation of cases in Paris. It shows (1) that the difficulty of making adequate provision for the wants of a great centre of population is seriously felt in Paris. (2) That the judges in the rural departments have not sufficient occupation. The following is the article referred to :—

Pour la première fois depuis bien des siècles, la magistrature française manque de bras. Il n'y a pas assez de juges à Paris. On vient de faire, au Palais, le compte de toutes les affaires qui attendent le jour d'audience : on arrive au chiffre formidable de dix-neuf mille. Dix-neuf mille procès dans les dossiers de la justice, cela représente au moins cent mille personnes dont les intérêts sont suspendus à des jugements problématiques ! Sur cette énorme quantité d'affaires, beaucoup remontent à plus de deux ans, et il suffit de connaître un peu les beautés de la procédure française pour se faire une idée des extraordinaires complications qu'amènent ces retards inusités.

Voici une histoire, entre autres, que nous raconte un jeune avocat très mêlé aux choses du Palais. Au commencement de l'année dernière, deux associés tenaient une maison de bijouterie rue Montorgueil ; comme il arrive la plupart du temps lorsque deux hommes s'associent, l'un des deux mit l'autre "dedans," suivant une expression bien parisienne. Mais il le mit d'une façon flagrante,

avec une foule d'escroqueries et de détournements par-dessus le marché. Que faire? Porter plainte au procureur de la République? Un avocat sérieux dissuade toujours un client volé de porter plainte. Il arrive des milliers de plaintes par jour au cabinet du procureur, dont la plupart sont tellement ridicules qu'on n'y prend même pas garde, et il s'ensuit que beaucoup de plaintes bien fondées passent absolument inaperçues.

On ne peut pas s'imaginer la quantité de citoyens qui, à Paris, se plaignent les uns des autres et s'accusent réciproquement des pires infamies. Le procureur de la République—tout cela par parenthèse—dispose de temps à autre toutes ces plaintes suivant les quartiers, et les renvoie aux commissaires de police; les commissaires de police en chargent leurs secrétaires, et les secrétaires, quand ils n'ont pas autre chose à faire, vont demander des renseignements à des concierges. C'est purement de la farce. Mais revenons à nos associés.

L'avocat de l'associé volé conseilla donc à son client, non pas de déposer une plainte contre le voleur, mais de l'actionner devant une chambre civile jugeant correctionnellement, à savoir l'assigner en police correctionnelle, ce qu'il fit.

Plusieurs mois se passèrent, sans que l'affaire eût d'autres suites. On ignorait ce qu'était devenue l'assignation: l'avocat avait beau insister, l'affaire était renvoyée de quinzaine en quinzaine; les juges, débordés, ne savaient plus quoi juger; ils avaient beau expédier cinquante affaires par audience, l'arriéré ne s'écoulait pas, et le procès de la rue Montorgueil ne trouvait pas à se caser. Cependant l'entreprise était gravement compromise; l'associé volé, qui comptait sur une réparation et des dommages-intérêts, souffrait cruellement de la situation.

—Mais enfin, disait-il à son avocat, j'ai assigné mon associé en police correctionnelle. Le procès ne peut pas se discuter: je suis volé d'une façon évidente. Quand l'affaire viendra-t-elle?

—Je n'en sais rien, répondait invariablement l'avocat.

—Mais enfin, elle viendra, je suppose?

—Peut-être.

—Comment! peut-être? Il pourrait se faire qu'elle ne vînt pas?

—Parfaitement.

—Il pourrait se faire qu'en France un homme ne pût se plaindre devant la justice d'avoir été dévalisé?

—Certainement.

—Mais, alors, il n'y a pas de juges?

—Si, il y en a, et d'excellents. Mais, à Paris, du moins, il n'y en a pas assez. Songez que des milliers de personnes sont dans la même situation que vous, et que les juges ne peuvent pourtant pas juger à tort et à travers, accident qui, malgré tout, arrive encore quelque fois.

—Enfin, que me conseillez-vous de faire?

—Je vais vous donner un conseil qui vous étonnera peut-être: votre associé vous a volé, il a compromis vos intérêts, vous l'avez assigné? Eh bien, reprenez-le!

—Oh!

—Arrangez-vous avec lui, coûte que coûte. Quant à la justice, ne comptez pas dessus.

Le client suivit le conseil de l'avocat, qui, par hasard, était bon, et le voleur et le volé, après une longue discorde, se donnèrent une amicale poignée de main.

Mais combien ne peuvent s'arranger d'une façon aussi pacifique! Comment peuvent se défendre des mutilés, par exemple, pauvres diables victimes de voitures ou de chemins de fer, qui, depuis deux ans, attendent une indemnité au prix d'un bras ou d'une jambe? Hâtons-nous, d'ailleurs, d'ajouter que les compagnies abusent de la situation; elles offrent aux victimes des indemnités ridicules, et finissent par traiter à l'amiable pour un morceau de pain. Les usuriers s'en mêlent—aujourd'hui les usuriers se mêlent de tout—ils offrent cinq cents francs comptant pour des dommages et intérêts qui arriveraient peut-être à dix mille francs dans cinq ou six ans.

Et les héritages suspendus! Et les administrateurs judiciaires mangeant tranquillement la fortune, pendant que les héritiers légitimes meurent de faim, comme le fait très bien remarquer M. Aurélien Scholl, dans le *Matin!* Les exemples sont nombreux de ce dernier cas.

Fouillis et gâchis partout. Comment s'en tirer? Il *existe en province des tribunaux qui ne jugent pas cent affaires par an*, et, à Paris,

les juges sont ahuris de besogne. Paris n'a pas assez de juges ; *en revanche, il a énormément d'anarchistes.*

COURT OF QUEEN'S BENCH.

QUEBEC, Oct. 7, 1886.

Before DORION, CH. J., MONK, TESSIER, CROSS, BABY, JJ.

HILL et al. (defts. below), Appellants, and ATTY.-GENERAL (plff. below), Respondent.

Surety—Responsibility—Deviation from stipulation of Contract.

HELD:—*That sureties for the due performanee of a contract are not responsible for money advanced to their principal, contrary to the stipulations of the contract.*

On the 13th May, 1882, at Rimouski, the appellant, John Hill, Dominion land surveyor, with the two other appellants, Ferdinand Fortunat Rouleau and Michel Ringuet, entered into an agreement with the Minister of the Interior, to the effect that the appellant, John Hill, should survey, for the Government of Canada, certain townships, and fractions of townships, in the North-West Territories, described in a schedule annexed to the deed of agreement, and the two other defendants became security to the extent of $4,000, for the satisfactory execution of the contract by Hill. In a set of printed instructions addressed to the appellant, John Hill, by E. Deville, chief inspector of Dominion land surveys, annexed to, and forming part of, that agreement, there is the following closing sentence:—

"It must be understood that *no money will be paid on account of your contract, unless such sketches of the work done are duly received.*"

Notwithstanding this stipulation of the contract, the Government of Canada, before and during the execution of the surveying by the appellant Hill, advanced to him the sum of $1,510.

Hill, having failed to satisfactorily perform the surveys agreed upon, the Crown sued him and his sureties, Rouleau and Ringuet, not only for the money advanced, but also for an amount of damages stated to consist in the extra cost of correcting Hill's surveys.

At the trial, no proof was adduced of actual damages having been suffered by the Canadian Government, and the Crown, by a written declaration filed in the case, abandoned all claim to damages.

On the 26th of November, 1885, at Rimouski the Superior Court condemned the three defendants, jointly and severally, to pay to the Crown the sum of $1,510.

In appeal, at the argument, counsel for the two sureties, Rouleau and Ringuet, cited the following authorities:—Story on Contracts, pp. 566, 568 and 570 (edition of 1884); 28 Laurent, Nos. 167, 170 and 177; Dalloz, Rép. de Juris. *vbo.* Cautionnement, Nos. 74 and 319; Civil Code, art. 1929.

On the 7th October, 1886, the Court of Appeal (Tessier, J., *diss.*) held: 1st. As regards the defendant, appellant, Hill, he had been rightly condemned, in the Court below, to reimburse to the Crown the amount, $1,510, claimed from him by this suit.

2nd. As regards the two sureties, Rouleau and Ringuet, they were not liable to pay to the Crown the sum in question, by reason of the covenant in the contract between the Crown and them, to be found in the set of printed instructions forming part of the contract, by which covenant it was agreed that Hill should not receive from the Crown any money, on account of the contract, until after he, Hill, should have completed his contract,—and that the obligation to refund such advances formed no part of the contract of suretyship of the defendants, appellants, Rouleau and Ringuet.

The following is the judgment:—

"Considérant que par le contrat entre l'appelant, John Hill, avec sa Majesté, le 13 mai, 1882, le dit John Hill s'est obligé d'arpenter et de diviser suivant les instructions qu'il recevrait du Ministre de l'Intérieur, ou de l'Inspecteur en Chef de l'arpentage des terres de la puissance du Canada, les cantons mentionnés en la cédule annexée au dit contrat et tout autre canton, ou fraction de canton, qu'à demande l'Inspecteur en Chef des arpentages des terres de la Puissance pourrait lui donner à arpenter;

"Et considérant qu'il fut convenu à ce contrat que le dit John Hill ne commencerait que le, ou vers le 1er juillet 1882, et qu'il complèterait le dit arpentage et rapporterait

ses plans et notes locales (*field-notes*) le, ou avant le 1er avril 1883, et que les arpentages seraient terminés à la satisfaction du ministre de l'intérieur, il lui serait payé la somme qu'il mériterait pour tel arpentage, d'après les prix mentionnés à la dite cédule annexée au dit acte de contrat;

"Et considérant que par un écrit, en date du 13 mai 1882, les deux intimés, Ferdinand Fortunat Rouleau et Michel Ringuet, se sont portés cautions envers Sa Majesté, jusqu'à concurrence de la somme de $4,000, que le dit John Hill accomplirait toutes et chacune des obligations qu'il avait contractées par le contrat ci-haut mentionné;

"Et considérant qu'avant et pendant l'exécution de l'arpentage entrepris par le dit John Hill, Sa Majesté lui aurait payé, par avance et à compte des arpentages qu'il devait faire en vertu du dit contrat, diverses sommes de deniers, au montant de $1,510;

"Et considérant que le dit John Hill n'a pas rempli les obligations, à lui imposées par le contrat du 13 mai 1882, et que les travaux et arpentages qu'il a faits ne l'ont pas été conformément aux instructions qu'il avait reçues, que ces arpentages ont été tout-à-fait irréguliers et ne sont d'aucune utilité et valeur, en sorte que Sa Majesté a été obligée de les faire recommencer;

"Et considérant que, par cette action, Sa Majesté a réclamé du dit John Hill et des dits Ferdinand Fortunat Rouleau et Michel Ringuet, ses deux cautions,—1o. le remboursement de la dite somme de $1,510, avancée au dit John Hill, sur et à compte du prix de ses dits ouvrages; 2o. une somme de $4,000 pour dommages causés par l'inexécution de ses obligations;

"Et considérant que cette réclamation contre le dit John Hill, pour le remboursement de la dite somme de $1,510, est bien fondée et qu'il n'y a pas d'erreur dans le jugement de la Cour de première instance, qui a condamné le dit John Hill à rembourser la dite somme de $1,510, avec intérêt du 18 mars 1884;

"Mais considérant que les dits Ferdinand Fortunat Rouleau et Michel Ringuet ne se sont pas portés cautions pour le remboursement des sommes de deniers que Sa Majesté pourrait avancer au dit John Hill et que les avances, qui ont été faites à ce dernier de la somme de $1,510, l'ont été en contravention des termes du contrat, dans lequel il était stipulé que le dit John Hill ne serait payé qu'après l'exécution complète et entière de ses obligations à la satisfaction du ministre de l'intérieur;

"Et considérant que les dits Ferdinand Fortunat Rouleau et Michel Ringuet ne sont pas responsables, en vertu de leur cautionnement, du remboursement de la dite somme de $1,510,—et qu'il y a erreur dans cette partie du jugement rendu par la Cour de première instance le 26 novembre 1885, qui a condamné les dits Rouleau et Ringuet à payer conjointement et solidairement avec le dit John Hill la dite somme de $1,510, avec intérêt comme susdit;

"Cette Cour confirme le dit jugement du 26 novembre 1885, quant au dit John Hill, et le condamne à payer à Sa Majesté la dite somme de $1,510 avec intérêt à compter du 18 mars 1884, et renvoie l'action de Sa Majesté, quant aux dits Ferdinand Fortunat Rouleau et Michel Ringuet;

"Et la Cour déclare de plus que, si cette demande n'avait pas été faite par Sa Majesté, mais par des particuliers, leur action et demande aurait été renvoyée avec dépens, tant en Cour de première instance que sur cet appel." (*)

Jules E. Larue, Q.C., for the crown.
F. X. Rouleau for the defendants.
(J. O'F.)

COURT OF QUEEN'S BENCH.

QUEBEC, Oct. 7, 1886.

MONK, RAMSAY, TESSIER, CROSS, BABY, JJ.

LARUE *es qual.* (plff. below), appellant, and RATTRAY (deft. below), respondent.

Intervention — Substitute — Tutor ad hoc — C. C. 269.

HELD:—1. *The persons in whose favor a property is substituted are entitled to intervene for the protection of their interest, in an action di-*

(*) On presenting to the government of Canada an authentic copy of the judgment and taxed bills of costs, the defendants, Rouleau and Ringuet, can, by petition of right, compel the payment of such costs. (Reporter's note).

rected against a trustee administering the property under a marriage contract, to have him removed from the position of trustee and to compel him to give an account of his administration.

2. *A tutor ad hoc may be appointed to represent substitutes who are minors, for the purpose of making such intervention. Art. 269 of the Civil Code is not exclusive of all extension.*

RAMSAY, J. This case comes up before us on a very contracted question. The mother of the minors, Young, by her curator, she being interdicted for prodigality, brought an action against respondent to have him removed from the position of Trustee under her marriage contract, and to compel him to give an account of his administration.

The marriage contract created a substitution in favor of her children, and they, being minors, intervene, by appellant, who takes the quality of tutor *ad hoc*, as interested in the result of the litigation. This intervention was met by a demurrer. It is contended that the minors have no interest in the litigation; that they have no right to urge grounds peculiar to themselves in the suit of another, and thirdly, that the appellant has taken a quality to which he has no right.

The argument on the first of the grounds of demurrer, does not apply to the present case. No interest can be more direct than theirs. They desire to have a trustee removed for unfaithful or bad management of his trust, the property of which is substituted in their favour. Being in the suit, they are to urge their own rights, and they cannot be precluded from so doing by an exception that might shut the mouth of the original plaintiff. Art. 154, C. C. P., is express on the point: "Every person interested in the event of a pending suit is entitled to be admitted a party thereto, in order to maintain *his rights.*"

On the third point, the judgment says that Art. 269, C. C. provides for "the only case where a tutor *ad hoc* can be appointed to minors." This may be the interpretation to be given to the article, but certainly the article does not say so.

The argument in support of the judgment seems to be this: the tutor *ad hoc* is only given to discuss judicially with the tutor, matters in which the tutor is interested. That it is a tutor who should be appointed for any other purpose. I have already pointed out that this is the scope of art. 269, but that there is no reason to make it exclusive of all extension. The words, *ad hoc*, appear to me to signify very little. Ordinarily, one tutor only is named, but two or more may be named, and these are often tutors to a portion of the property to be administered, (Art. 264, C.C. They are then tutors *ad hoc*. A tutor may also be appointed to the person of the minor, and another to the property. The latter is surely *ad hoc*.

Now what have we here—there is no tutor to the person, none is required, but by the same formalities as a tutor is named, a tutor is appointed to the only transaction the minors have.

I see no irregularity or inconvenience in that.

It has been said that the tutorship is *dative*, and that the appointment of a tutor is fixed by the law. I do not see the force of this. I don't remember, if I ever knew how it came about, that under the customs, tutors were only *dative*. As a matter of law, they are all *datives* under the custom of Paris, and the tutor called *ad hoc*, in this instance, was appointed by the court. As a fact, not one minor in a hundred has a tutor given to him. The majority of the court is to reverse.

Judgment reversed, Tessier & Cross, JJ., *diss.*

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*SUPERIOR COURT—MONTREAL.**

Cession volontaire de biens—Effet—Transport subséquent par le débiteur.

JUGÉ:—Bien que la cession volontaire de biens par un débiteur à ses créanciers ne dépouille pas le débiteur de la propriété de ses biens, elle constitue néanmoins en faveur des créanciers un mandat irrévocable qui a pour effet de priver le débiteur du droit de disposer autrement de ce qu'il a ainsi cédé.—*Jacob* v. *Jacob*, Jetté, J., 17 sept. 1886.

Acte des licences de Québec—Certificat—Confirmation—Conseil municipal.

* To appear in Montreal Law Reports, 2 S. C.

JUGÉ:—Que sous l'Acte des Licences de Québec (1878), il est de la compétence du conseil municipal de s'enquérir si l'applicant a tenu par le passé son hôtel dans les conditions voulues par la loi, avant de confirmer son certificat; et qu'une fois ce certificat légalement confirmé, le conseil ne peut revenir sur sa décision sur ce point.—*Normandin* v. *Hurteau*, Loranger, J., 14 septembre 1886.

Procedure—Replication to answer-in-law.

HELD:—That facts cannot be alleged in replication to an answer-in-law, and allegations of fact contained in such replication may be struck out on motion.—*Lockie* v. *Mullin et al.*, Taschereau, J., April 7, 1886.

Pleading—Compensation—Incidental demand.

HELD:—1. That a claim for damages cannot be set up in compensation of an action in revendication.

2. That the defendants may set up by incidental cross demand to an action in revendication, a claim for damages, if both claims (in revendication and for damages) arise out of the same contract.—*Lockie* v. *Mullin et al.*, Taschereau, J., April 16, 1886.

Municipal taxes—Special assessment—Exemption—41 Vict. (Q.) c. 6, s. 26—Educational Institution.

HELD:—That the exemption from municipal taxes enjoyed by educational institutions under 41 Vict. (Q.) c. 6, s. 26, extends to taxes imposed for special purposes, *e. g.*, the construction of a drain in front of their property.—*La cité de Montréal* v. *Les Ecclésiastiques du Séminaire de St. Sulpice*, Loranger, J., Dec. 31, 1885.

Ecrit—Preuve testimoniale—Examen de la partie—Décision à l'enquête—Révision.

JUGÉ:—Que l'article 1234 du Code Civil qui décrète que, dans aucun cas, la preuve testimoniale ne peut être admise pour contredire ou changer les termes d'un écrit valablement fait, ne s'applique pas à la partie qui peut admettre et avouer, même lorsqu'elle est entendue comme témoin, que l'écrit valablement fait ne contient pas toutes les conventions qu'elle a faite.—*McConnell* v. *Millar*, Mathieu, J., 10 octobre, 1886.

Opposition—Frais—Outils insaisissables.

JUGÉ:—1o. Que par l'article 556 du Code de Procédure Civile les outils et instruments ordinairement employés pour le métier du débiteur ne sont pas déclarés insaisissables, mais que le dit article déclare seulement qu'ils devront être laissés au débiteur à son choix.

2o. Que le débiteur doit faire ce choix lors de la saisie, et que s'il ne le fait pas, l'huissier peut et doit saisir la totalité des effets, moins ceux expressément déclarés insaisissables.

3o. Que si subséquemment le débiteur veut exercer son droit, il devra le faire à ses frais.—*Ross* v. *Lemieux*, Taschereau, J., 8 octobre, 1886.

L'acte des licences de Québec, 1878—Prohibition—Cirque et ménagerie—Représentations acrobatiques.

JUGÉ:—1o. Que sous "l'Acte des licences de Québec de 1878" (41 Vict., chap. 3), le juge des sessions de la paix a juridiction pour émaner un mandat de saisie des biens d'un cirque ou d'une ménagerie sans avis ou condamnation préalable.

2o. Qu'un "cirque," dans le sens de la loi, consiste en spectacles équestres donnés dans des enceintes circulaires; et qu'une représentation d'exercices acrobatiques, danses et exercices corporelles sans écuyers ou chevaux n'est pas un cirque.—*Sparrow & Desnoyers, & Lambe*, Loranger, J., 14 septembre 1886.

Eviction—Demolition of Buildings by proprietor of Land—Possession—Nuisance.

The defendants had leased certain land, with stipulation that it should be sublet only to persons approved of by them; that no liquor was to be sold thereon, and defendants should have right of entry, at any time, and right of ejectment of any tenant who did not conform to the terms of the lease.

HELD:—That the defendants were justified in causing the demolition of buildings existing on such land, the buildings in question being used for the sale of spirituous liquors,

contrary to law, and for purposes of prostitution, and the defendants never having authorized the construction thereof by the plaintiff, whose occupancy, moreover, was not proved.—*Bacon* v. *The Canadian Pacific Ry. Co.*, Torrance, J., Sept. 13, 1886.

Dilatory Exception—Parties to a promissory note—Action en garantie.

HELD:—That the maker of a promissory note cannot by dilatory exception stay the suit of the holder in order to call in the payee *en garantie.*—*Block* v. *Laurance*, Jetté, J., Oct. 8, 1886.

Evidence—35 *Vict.* (*Q.*) *c.* 6, *s.* 9—*Examination of Consort—Action by Transferor.*

HELD:—That under 35 Vict. (Q.), ch. 6, sect. 9, the right to examine a consort as a witness is conferred upon the adverse party only, and the evidence of the husband of the transferor of a claim is inadmissible in an action by the transferee, on the part of the plaintiff.—*Lajeunesse* v. *Price*, Torrance, J., June 16, 1886.

Exception déclinatoire — Evidence— Onus probandi.

Where the defendant is sued in a jurisdiction within which he comes solely by virtue of a particular fact alleged in the declaration (*e. g.* that goods were sold to him in the district wherein the action is brought), and the defendant, by declinatory exception, denies such fact, the proof of the fact rests upon the plaintiff.—*Shaw* v. *Cartier*, In Review, Doherty, Papineau, Loranger, JJ., May 31, 1886.

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48 *Vict.* (*Q.*), *ch.* 29—*Evidence of non-registration—Index.*

HELD:—In an action to recover a penalty, under 48 Vict. (Q.), ch. 29, for non-registration, the plaintiff is bound to establish not only that the defendant carried on business under a name indicating a plurality of members, but also that he failed to register the declaration in the mode and within the time prescribed by the statute.

As to failure to register within sixty days after the passing of the statute, the plaintiff proved that defendant was carrying on business under a firm name after the sixty days, and further called a clerk in the *tutelle* office, who deposed that he had examined the index of the registers in that office, and that the only person of defendant's name and business therein mentioned, was registered after the expiration of the sixty days.

HELD:—That this evidence was inconclusive; that it is necessary to prove absence of registration in any of the books of the *prothonotary's* office, and that an examination of the *index* alone was insufficient. Moreover, the best evidence in such cases is a certificate of the prothonotary.—*Pringle* v. *Martin*, In Review, Doherty, Papineau, Loranger, JJ., May 31, 1886.

Execution—Saisie Arrêt—Moneys of Employer in possession of clerk—Deposit in bank—C. C. P. 612—*Third Person.*

HELD:—That a clerk or employee is not a "third party" within the meaning of Art. 612, C. C. P. His possession of his employer's moneys is not distinct from that of his master, and such moneys cannot be seized in the hands of the clerk by garnishment.

The fact that the clerk may have deposited such moneys in a bank in his own name "in trust," does not affect the case.—*Ontario Car Co.* v. *Quebec Central Ry. Co., & Anderson*, In Review, Johnson, Papineau, Loranger, JJ., May 31, 1886.

Procedure—Answers to faits et articles—Service.

HELD:—1. That a judge in vacation has discretionary power to compel a defendant to answer interrogatories *sur faits et articles* at the prothonotary's office during vacation.

2. The order therefor may be served in Ontario.—*Stanton* v. *Canada Atlantic Ry. Co.*, Jetté, J., Sept. 27, 1886.

OXFORD LAW STUDIES.

And this brings me to a not unimportant consideration: that the invaluable habit of first-hand work and constant verification can be formed and exercised in a limited field no less than in an unlimited one, and for the beginner, even better so. We no longer

make and transcribe notes and extracts, with infinite manual labor, in a huge 'common-place book,' as former generations were compelled to do by the dearth of printed works of reference.* But since the law is a living science, no facilities of publishing and printing can ever keep pace with it. A student who intends to be a lawyer cannot realize this too soon. There is no need for him to make voluminous notes (indeed there is a great deal of vain superstition about lecture notes); but those he does take and use ought to be made by him for himself, and always verified with the actual authorities at the first opportunity. Another man's notes may be better in themselves, but they will be worse for the learner. As for attempts to dispense with first-hand reading and digesting by printed summaries, and other like devices, they are absolutely to be rejected. No man ever became a lawyer by putting his trust in such things; and if men can pass examinations by them, so much the worse for the examinations. It is, of course, needless to say this to scholars; I now speak of purely professional experience. And in order to form the habit of first-hand work it is not necessary to possess many books, or even to have constant access to libraries.

There is nothing to prevent any student of average means from having in his own copies of good modern editions the whole of the authentic texts of the Roman law. If, however, the Corpus Juris appears too formidable, the use of select parts of the Digest has been greatly facilitated by the publications of this University. English authorities are less manageable, but the selections of leading cases which have been published on both sides of the Atlantic (I may especially mention as the latest, and one of the best, Mr. Finch's, on the Law of Contracts) will go some way towards enabling the student to practise real search and verification without so much as leaving his own rooms. At the same time it is good to learn, as early as may be, the use of public libraries, catalogues, and books of reference generally.

Facility in such things may seem a small matter, but much toil may be wasted and much precious time lost for want of it. To the working lawyer these things are the very tools of his trade. He depends on them for that whole region of potential knowledge, which, as I have said, must bear a large proportion to the actual. And where can one learn the mechanism of scholarship, general or special, better than at Oxford?—*Frederick Pollock in Law Quarterly Review.*

* The old "Abridgments" are nothing else than the commonplace books of eminent lawyers. See the preface (attributed to Hale) to Rolle's Abridgment. Hale's own unpublished commonplace book, an amazing monument of minute industry, is preserved among the MSS. of the Lincoln's Inn Library.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 30.

Judicial Abandonments.

Francis Gélinas, Sorel, Oct. 23.

Thomas Lang, Caldwell, district of Ottawa, Oct. 23.,

Curator Appointed.

Re John Haly et al., Montreal.—Kent & Turcotte Montreal, curator, Sept. 15.

Dividends.

Re J. D. Tellier, Sorel.—First dividend payable Nov. 17, Kent & Turcotte, Montreal, curator.

Re Alex. Waters.—Dividend payable Nov. 15, F. Penfold, curator.

Separation as to property.

Dame Eva Berton vs. Etienne Demers, butcher, Longueuil, Oct. 26.

Notarial Minutes.

Minutes of late Désiré La Rue, N.P., St. Gervais, Co. Bellechasse, transferred to Louis Abraham Wilfrid Guay, N.P., St. Gervais, Oct. 23.

Members elected.

Hon. W. W. Lynch, Brome; Ed. Caron, Maskinongé; L. P. Cardin, Richelieu; E. E. Spencer, Missisquoi; Hon. A. Turcotte, Three Rivers; F. X. Lemieux, Lévis; L. T. N. L. Duplessis, St. Maurice; Joseph Morin, Charlevoix; L. T. Dorais, Nicolet; A. T. Johnson, Mégantic; Hon. H. Mercier, St. Hyacinthe; Hon. J. Blanchet, Beauce; J. B. T. Richard, Montcalm; G. A. Nantel, Terrebonne; J. E. Girouard, Drummond and Arthabaska; P. E. Le Blanc, Laval; H. J. Martin, Bonaventure; E. Lafontaine, Napierville; T. C. Casgrain, Quebec; J. Picard, Richmond and Wolfe; L. Sylvestre, Berthier; E. O. Martin, Rimouski; L. Basinet, Joliette; F. G. M. Déchêne, L'Islet; Jules Tessier, Portneuf; W. J. Poupore, Pontiac; E. H. Laliberté, Lotbinière; J. E. Robidoux, Châteauguay; O. Murphy, Quebec West; J. Pilon, Bagot; E. H. Bisson, Beauharnois; O. G. Bourbonnais, Soulanges; N. E. Cormier, Ottawa; C. A. E. Gagnon, Kamouraska; J. S. Hall, jr., Montreal West; F. Trudel, Champlain; G. H. Deschênes, Temiscouata.

District magistrate.

Menalque Tremblay, advocate, appointed district magistrate in the county of Gaspé.