The Legal News.

VOL. XIII. AUGUST 16, 1890. No. 33.

An Indian criminal prosecution which has excited some attention, the trial of the mahunt of Tripati, who was prosecuted for stealing the treasure of the temple of which he was the head, and convicted and sentenced to three years' imprisonment, has brought to notice the fact that some of his counsel withdrew from the case because their fees were not paid. The Chief Justice of the Madras High Court to which the case had been appealed, adverted to this circumstance in severe terms, remarking that while such a course could be justified in civil cases, it could not be defended in criminal matters, and he added that he would deal with a barrister guilty of such an act as he deserved, whatever might be the practice of the local bar. The *American Law Review*, noticing this case, says:—"We had always understood that the reason why a surgeon cannot receive a patent of nobility in England is that he *takes pay directly* for his services, the custom of the patient being to leave a guinea on the mantel-piece for him to pick up when he goes out, and the 'high-falutin' theory being that he who touches lucre for professional or humane work can never be ennobled. Whereas the barrister does not touch the lucre; it never comes to him in the way of contract; he cannot sue for it; it is in some gentle way slipped into his coat-tail pocket, just as the tip is slipped into the hand of the bowing and over-complimentary hotel waiter. In America, we have, for the most part, done away with this antiquated nonsense, and the rendition of professional services stands on the footing of the rendition of mere work and labor, or any other species of valuable services. It is a matter of contract, and it is no dishonor to take money directly for it."

A curious example of the right of a corporation to be protected in the use of its name occurred recently. The celebrated wax works museum of Madam Tussaud is now conducted by a company styled "Madam Tussaud & Sons, Limited." There happened to be an individual named Louis Tussaud, and he or his associates conceived the idea of registering a new company under the name of "Louis Tussaud, Limited." The original company applied for an injunction to restrain the registrar of joint-stock companies from registering the new company. The case came before Mr. Justice Stirling, who held that although Louis Tussaud might open and carry on the wax work business in his own name, and might take in partners and trade under the name of "Louis Tussaud & Co., yet he could not confer on another person or company the right to use the name of Tussaud in connection with a business which he had never carried on, and in which he had no interest. The learned judge reasoned that, presumably, the object of the defendant and his proposed company was to induce the world to believe that the business to be carried on was that of the plaintiff company, or a branch of it; and he accordingly granted the injunction prayed for.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, June 25, 1890.

PRESENT: — THE LORD CHANCELLOR, LORD BRAMWELL, SIR BARNES PEACOCK, SIR RICHARD COUCH.

LA BANQUE D'HOCHELAGA et al. v. MURRAY et al.

Letters patent—Obtained by fraud—Art. 1034, *C.C.P.*

HELD:—1. *Where the names of persons were inserted in the petition for letters patent without their consent or authority, and the declaration verifying the petition was false, that such letters patent were obtained by means of a fraudulent suggestion, and may be annulled by the Superior Court, as provided by Art.* 1034, *et seq. C.C.P.*

2. *Where letters patent incorporating a joint stock company are annulled as having been obtained by fraudulent suggestion, that they cannot be partially annulled as to some of the persons incorporated, but must be entirely annulled.*

3. *Where the prayer of the information was to the effect that the letters patent might be annulled at least in so far as the parties complaining thereof were concerned, that the Court may entirely annul the said letters patent.*

The judgment of their Lordships was delivered by

SIR BARNES PEACOCK :—

This is an appeal from judgments of the Court of Queen's Bench for Lower Canada, in the Province of Quebec (Appeal Side), reversing judgments of the Superior Court for Lower Canada, Province of Quebec, district of Montreal.

In May, 1883, the appellants, La Banque d'Hochelaga, obtained in the Superior Court a judgment against the Pioneer Beetroot Sugar Company, Limited, for $40,800.80, with interest and costs, and on or about the 30th May, 1883, the said appellants, under the provisions of the Quebec Statute, 31 Vict., c. 25, issued a writ of execution upon the said judgment, to which, on 25th June, 1883, the sheriff made a return of *nulla bona*.

In the month of June in the same year several actions were commenced by the appellant Bank, as creditors of the said Company in respect of the said unsatisfied judgment against the defendants respectively as shareholders of the said Company, to recover from them respectively the amounts remaining unpaid upon the shares alleged to be held by them respectively in the above-mentioned Company; and the question in each of the said actions was, whether or not the said defendants were liable as shareholders in the said Company.

In the case of the defendant William G. Murray, he denied that he had ever promoted or been party to the incorporation of the said Company, or connected therewith in any way, and alleged that if his name had been used it had been used without his authority and by fraud. He denied that he had ever been treated as a shareholder or member of the Company, or had ever been entered as a shareholder in the books of the Company.

On the 27th July, 1883, the said Company was ordered to be wound up, and John Fair was duly appointed liquidator. He afterwards obtained leave to intervene, in order that any amount recovered in the said action might be paid into the hands of the said liquidator, to be distributed, according to law, amongst the creditors of the Company; and in September, 1884, the appellant Thomas Darling was substituted for the said John Fair as intervener in the said cause.

It was enacted by the above-mentioned Statute, 31 Vict., c. 25, Section 1, Clause 6, that the expression "shareholder" or "stockholder" means every subscriber to or holder of stock in the Company, and extends to and includes the personal representatives of the shareholder.

By Section 2 it was enacted that the Lieutenant Governor in Council may by letters patent under the Great Seal grant a charter to any number of persons, not less than five, who shall petition therefor, constituting such persons and others who may become shareholders in the Company thereby created a body corporate and politic for certain purposes therein mentioned, of which the purpose of the said Beetroot Sugar Company was one.

The Company was incorporated by letters patent, issued under the Great Seal of the Province of Quebec, in pursuance of the provisions of the said Act. The letters patent were issued upon a petition presented to His Honour the Lieutenant Governor of Quebec in the names of Gerhard Lomer, the defendant William G. Murray, the other defendants, and other persons, stating that they had associated themselves together for the purpose of establishing a Joint Stock Company for the manufacture of sugar from beetroot in the said Province, and that they were desirous of obtaining a charter by letters patent under the Great Seal of the Province, to constitute themselves and their successors and such other persons as had or might become shareholders a body corporate and politic, that each of them had taken and subscribed the amount of stock set forth therein, and praying that His Honour would be pleased to grant a charter of incorporation to them by letters patent, to be issued under the Great Seal of the Province, constituting them and their successors, and such other

persons as had or might become shareholders, a body politic and corporate by the name of the "Pioneer Beetroot Sugar Company, limited," for the purpose and with the capital stock therein mentioned.

The petition was verified by the solemn affirmation of the said Gerhard Lomer, in which he declared that to his knowledge the allegations and averments of the said petition were true, and it was accordingly recited in the letters patent that the said Gerhard Lomer, the defendants, and the said other persons had by petition represented that they were desirous to be incorporated by the name of the Pioneer Beetroot Sugar Company, and that the truth and sufficiency of the facts stated in the said petition had been established to the satisfaction of Her Majesty.

It was enacted by Section 51 of the said Act that, save only in any proceeding by *scire facias* or otherwise for direct impeachment thereof, the letters patent or supplementary letters patent themselves or any exemplification or copy thereof under the Great Seal should be conclusive proof of every matter and thing therein set forth.

Parol evidence was given in the actions on the part of the defendants, but the whole of that evidence was objected to, and a motion was made by the Bank that all parol evidence adduced by the defendants to contradict their subscription in writing to the capital stock of the said Company, or to contradict the said letters patent or anything mentioned therein, should be declared illegal and be rejected.

In December, 1884, the defendants instituted proceedings for improbation of the said letters patent under Article 154 and following Articles of the Code of Civil Procedure for Lower Canada, with the object of having their names struck out of the said letters patent. That application was dismissed by the Superior Court, and the judgment having been in this respect affirmed by the Court of Queen's Bench, from which there has been no appeal, it is not necessary to consider it further.

In December, 1884, the Honourable L. O. Taillon, as Attorney General of the Province of Quebec, filed an information against the said Company and the appellant Thomas Darling as liquidator thereof and the Bank as *mise en cause*, whereby after alleging, amongst other things, that the above-mentioned letters patent had been obtained by fraudulently suggesting that the defendants and others had petitioned for the grant of the same, and were desirous that the same should be granted, and alleging that the defendants had represented that they could not adequately defend themselves without the benefit of a *scire facias*, he prayed that a writ of *scire facias* should issue and be made known to the said Company, and to the said Thomas Darling in his quality of liquidator of the said Company, and to the said La Banque d'Hochelaga, ordering them and each of them to appear and show anything which they or either or any of them might have or know why the said letters patent should not be declared fraudulent, null, and void, at least in so far as the said defendants were concerned; and further that the Court being more surely informed of all the premises should then declare by the judgment to be rendered on the said information that the said letters patent were fraudulent, null, and void, at least in so far as the said defendants were concerned.

A writ of *scire facias* was issued according to the terms of the information.

Thereupon the Company, declaring that they severed in their pleading from the *mis en cause*, demurred to the said information, because, amongst other reasons, the remedy sought to be invoked by the informant, to wit, the process of *scire facias*, cannot be applied except to set aside the letters patent themselves, which was not sought to be done in the present case.

The Company also, without waiver of their demurrer, pleaded to the said information, and, amongst other things, alleged that it was specially false that the persons at whose request the said information was issued, that is to say, the defendants in the said actions, never participated in the application for the issue of the letters patent in question, nor ever subscribed for stock in the said Company, and that, on the contrary, they and each of them did subscribe unconditionally to the capital stock thereof, and did either

themselves or by their duly authorized agent petition for the issue of the said letters patent, and that the same were issued on the faith of the original unconditional subscription of the said persons, which had been transmitted and communicated to the Provincial Secretary or other proper Governmental officer; that the said letters patent were issued on the 15th of July, 1880, and were published according to law, and that the fact that the same were issued to the corporators mentioned therein was published in the leading daily newspapers then in the city of Montreal, which newspapers were at the time subscribed to or read by the said corporators and each of them; that the persons at whose instance the information was laid were persons of large reputed means, and that the fact of their being known and published as corporators in the said Company contributed largely to the financial standing of the said Company, and was thus an inducement to capitalists to make advances to the said Company.

The action of La Banque against the defendant William G. Murray, together with the intervention of the said Thomas Darling and the information for the writ of *scire facias*, together with the proceedings in improbation and the motion to reject the evidence above mentioned, were heard in the Superior Court, before the Honourable Mr. Justice Loranger, and in or about June, 1886, the learned Judge gave judgment in the said action, granting the motion for the rejection of evidence, and dismissing the application for annulling the letters patent, and ordering the defendant William G. Murray to pay the amount claimed from him into the hands of the intervener, the liquidator of the said Company, to be distributed according to law. Similar judgments were delivered in the Superior Court in the other actions.[1]

In March, 1887, the Honourable Honoré Mercier, Attorney General for the Province of Quebec, was by order of the Court of Queen's Bench, substituted for the Honourable Louis Taillon.

The defendants and the Attorney General respectively appealed against the said judgments, and the cases, having been consolidated by the order of the Court of Queen's Bench, were heard in March, 1888, before the Honourable Sir Antoine Aimé Dorion, Knight, Chief Justice, and the Honourable Justices Tessier, Cross, and Church.

The said Court (*dissentiente* Tessier, J.) on the 19th May, 1888, gave judgment reversing the judgment of the Superior Court on the information for the *scire facias*, and it was ordered that the letters patent should be repealed, cancelled, and annulled in so far as the defendants were concerned, and that the names of the defendants should be struck out of the said letters patent; and the actions of the appellant Bank against the defendants were dismissed.

It has been agreed for the purpose of this appeal that the declarations, pleadings, evidence, and judgments in the consolidated cases are the same, *mutatis mutandis*.

Their Lordships concur with the majority of the Judges of the Court of Queen's Bench in their findings of fact, as stated in their reasons. From these it appears that the defendants were never organized as shareholders, and that no allotment of stock was ever made to them; that they had proposed the formation of a Joint Stock Company, which, however, was only to be put into operation on certain conditions, and especially that of obtaining a Government subsidy, without which it was distinctly understood that the Company should not be formed; that the conditions not being fulfilled, they abandoned the project, and their names were never entered in the list of shareholders; that the Bank did not lend money on their names, and was, therefore, in no respect led astray by the fact that their names were used without their permission; and furthermore, that the promoters acquiesced in the withdrawal of the defendants, and at a later period formally approved thereof, and that from the time of their severance from the project the defendants ceased to be considered or even reputed to be subscribers to the undertaking; that they were never notified of any further proceedings, nor were they ever required to pay any call; that they took no part in any further

[1] See *Banque d'Hochelaga* v. *Garth*, M.L.R., 2 S.C. 201-218.

proceedings, and that their names were never entered in the stock ledger, nor in any book purporting to be kept in conformity with Section 32 of the Statute of Quebec, 31 Vict., cap. 25.

Their Lordships are of opinion that the names of the defendants were fraudulently inserted in the petition for the letters patent without their sanction or authority, and that the solemn declaration of Gerhard Lomer verifying that petition was false. There was therefore no ground for making them liable except the statements in the letters patent.

By Article 1034 of the Code of Civil Procedure for the Province of Quebec, it is declared that any letters patent granted by the Crown may be declared null and be repealed by the Superior Court:—(1) where such letters patent were obtained by means of some fraudulent suggestion, or (2) where they have been granted by mistake or in ignorance of some material fact.

By Article 1035, all demands for annulling letters patent may be made by suits in the ordinary form or by *scire facias* upon information brought by Her Majesty's Attorney General or Solicitor General, or other officer duly authorized for that purpose.

By Article 1036 the information is served upon the person who holds or relies upon such letters patent, and is heard, tried, and determined in the same manner as ordinary suits; and by Article 1037 an appeal lies from the final judgment rendered upon the information.

The Court of Queen's Bench annulled the letters patent only so far as the defendants were concerned, but their Lordships are of opinion that the Code does not in such a case as the present authorize a partial annulment of letters patent. To annul the letters patent as to some only of the members of the corporate body in the present case would be to alter the constitution of the Corporation created thereby. If it could be annulled as to eight or ten of the shareholders, it might be annulled as to all but five, and thus the amount of the capital of the Corporation as intended by Her Majesty to be constituted might be and would be materially diminished. In fact, by such a partial annulment, a Corporation might be created quite contrary to Her Majesty's intention, and such a one as would be incapable of carrying into effect the objects intended by the letters patent.

The facts found show that the grant of the letters patent and the recitals therein were obtained by means of a false and fraudulent suggestion, and are quite sufficient to warrant a total annulment of the letters patent. A material question was, however, raised by the demurrer to the information as to the construction of the prayer of the information and writ of *scire facias*. It was contended that there was no prayer to have the letters patent wholly annulled, and that the information and writ of *scire facias* merely asked for an annulment so far as the defendants were concerned. Their Lordships cannot put such a construction upon the words of the prayer. The information does not merely ask to have the letters patent declared fraudulent and void so far as the defendants are concerned, but to have them declared fraudulent and void, at least in so far as the defendants are concerned. The words "at least" make a great difference in the meaning. Their Lordships' construction of the prayer is this, that the Court should declare that the letters patent were fraudulent and void, but that if the Court should think fit to declare anything less, the least that should be declared should be that the letters patent were fraudulent and void in so far as the defendants were concerned.

It would be a great miscarriage of justice if the defendants should be held conclusively bound by a false recital in the name of Her Majesty in the letters patent obtained by means of a false and fraudulent suggestion, verified by a false affidavit, and should be compelled to pay the unpaid amount of shares for which they were never subscribers, and of which they were never the holders. Her Majesty has the right, under Articles 1034 and 1035 of the Code of Civil Procedure of Lower Canada, to demand, by Her Attorney General, the annulment and repeal of letters patent obtained by means of any fraudulent suggestion. Her Majesty's Attorney General for the Province of Quebec, acting on behalf of Her Majesty, has by a recital in the information declared it to be

his duty to protect the defendants against the unauthorized and fraudulent incorporation of them in the letters patent, and against the fraudulent and mistaken issue of the said letters patent, purporting to incorporate them with others as shareholders in the said Pioneer Beetroot Sugar Company; and he has, in the opinion of their Lordships, prayed on behalf of Her Majesty to have the letters patent declared fraudulent, null, and void. Their Lordships having decided that the letters patent cannot be partially annulled, are bound to advise Her Majesty to order that they be entirely annulled, and to amend the judgment of the Court of Queen's Bench, on the information for the writ of *scire facias*, in accordance with that view.

The letters patent being annulled, there is an end of the actions at the suit of the Bank and of the interveners against the defendants as shareholders in the incorporated Company. They are not liable to be sued as shareholders of the Company in consequence of the return of *nulla bona* by the Sheriff to the writ of execution issued upon the judgment recovered by the Bank against the Company as incorporated by the letters patent.

Their Lordships will humbly advise Her Majesty to amend the judgment of the Court of Queen's Bench on the information for the writ of *scire facias*, by ordering the letters patent to be entirely repealed, cancelled, and annulled, instead of ordering them to be partially annulled and repealed as therein specified, and to order the said judgment to be affirmed in all other respects.

Also to affirm the judgment of the Court of Queen's Bench in the several consolidated actions, including those portions of the said judgment which relate to the interventions, and the interveners.

The appellants must pay the costs of this appeal.

FIRE INSURANCE.

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

CHAPTER VI.

THE CONDITIONS OF THE POLICY.

[Continued from p. 256.]

§ 166. *Particular conditions.*

The following is a condition often inserted in policies:—

"1. Applications for insurance must be in "writing, and specify the construction and "materials of the building to be insured, or "containing the property to be insured; by "whom occupied, whether as a private dwel- "ling or how otherwise, its situation with res- "pect to contiguous buildings, and their cons- "truction and materials; and whether any "manufactory is carried on within or about "it; and in relation to the assurance of goods "and merchandize, the application must "state whether or not they are of the de- "scription denominated hazardous, extra- "hazardous, or included in the memorandum "of special rates. If any person assuring "any building or goods in this office shall "make any material misrepresentation or "concealment; or if, after assurance is "effected, either by the original policy or "by the renewal thereof, the risk shall be "increased by any means whatsoever within "the control of the assured; or if such build- "ings or premises shall be occupied in any "way so as to render the risk more hazardous "than at the time of assuring, such assur- "ance shall be void and of no effect. If, "during the assurance, the risk be increased "by the erection of buildings, or by the use "or occupation of neighbouring premises or "otherwise; or if for any other cause, the "Company shall so elect, it shall be optional "with the Company to terminate the assur- "ance after notice given to the assured, or "his representative, of their intention to do "so; in which case the Company shall "refund a rateable proportion of the "premium."

In addition to the above condition the policy, in the body of it, generally contains this clause:

"In case the above described premises "shall at any time during the continuance "of this assurance be appropriated, applied "or used, to or for the purpose of carrying "on or exercising therein any trade, business "or vocation denominated hazardous, or "extra-hazardous, or specified in the mem- "orandum of special rates in the conditions "annexed to this policy, or for the purpose "of storing, using or vending therein any of "the goods, articles or merchandize, in the "conditions aforesaid denominated hazard- "ous, extra-hazardous, or included in the "memorandum of special rates, unless here-

"in otherwise specially provided for, or "hereafter agreed by this Company in "writing, or added to, or endorsed on this "Policy, then, and so long as the same be "so appropriated or used, these presents "shall cease and be of no effect."

Under these two clauses I will treat of misdescriptions and misrepresentations; of concealment; of the changing the appropriation or use of buildings, to the increase of the risk of fire; and of the storing, using or vending of goods in buildings hazardously.

§ 167. *Whole policy avoided by false swearing as to one item.*

Where three things are insured for several amounts by one policy with the above condition, *semble*, if there be false swearing as to one item, the whole policy is avoided. In the absence of the above condition, express, what would be the effect of an over-valuation in the statement? It would be presumed not fraudulent, and could not hurt, *semble*, under the system of the insured never recovering beyond the real loss proved. But under the above condition a real loss, proved, would not save. The clause in *pœnâ* under the condition, would be held as in England and the United States. But see *Dill's* case *ante*.

In *Gore Dist. M. F. Ins. Co.* v. *Lamo*,[1] insurance on building and stock was held entire and indivisible. In this case building and stock were insured separately though by one policy. The consideration was one sum, and the stipulation was that the policy was to be avoided, &c.[2]

In *Moore* v. *Virginia F. & M. Ins. Co.*, 26 Am. Rep., several subjects were insured, $2,000 on buildings, $1,000 on machinery, $2,000 on stock of grain. A fire happened. The statement of loss was false as to stock of grain; the entire policy was held forfeited. So the policy read all claim under the policy was to be forfeited in case of any fraud or false swearing. So *Platte* v. *Minnesota Farmers' Mut. F. Ins. Association*, 23 Am. Rep.; consideration single; a gross sum insured; contract held entire; but in N. Y. 29 Am. Rep. *Merrill* v. *Agric. Ins. Co.*, the loss was held severable.

[1] 2 Supreme Court, Rep. (Canada).
[2] *Hopkins* v. *Prescott*, 4 C. B. Rep. is cited.

Ellis says that when a person demands twice as much in respect of his loss as he can give probable evidence of, or a jury will give him, it strongly indicates fraud.[1] *Dill's* case is not against this. He did not ask twice as much. Had he done so he probably would have met a different judgment.

In the absence of condition, exaggeration of claim, apparently, is not fatal. The existence of a condition is necessary to operate fatality. In the absence of it, why should the insured not get his real loss?

Demand wilfully exaggerated may by conditions be made to avoid the policy. 4 F. & F. Also in France, Nancy, 23 June, 1849.

In *Britton* v. *Royal Ins. Co.*,[2] there was insurance on stock and furniture for £550. Arson and fraud were pleaded. The judge (Willes, J.), advised the jury to confine themselves to the question of fraud. The jury found the claim made after the fire wilfully false and fraudulent. The plaintiff alleged loss of over £700. The plaintiff had assumed the name of Britton, having formerly used the name of Bitton; he had previously twice been burnt out, and on both occasions was insured. The plaintiff was not allowed to recover at all.

§ 168. *Concealment.*

Insurance is a contract upon speculation; the special facts upon which the risk is to be computed lie commonly in the knowledge of the insured only. The insurer trusts to his statement, and proceeds upon confidence that he does not keep back any circumstances within his knowledge to mislead into a belief that the circumstances do not exist, and to induce the insurer to estimate the risk as if they did not exist. The keeping back such circumstances is a fraud. Although the suppression should happen by mistake, without fraud, yet still the insurer is deceived, and the policy is void; because the risk run is really different from the risk understood and intended to be run at the time of the agreement.

The law in France agrees with that of England that a concealment or suppression of a material fact, though unintentional, suffices

[1] See Kent's observation, *ante*.
[2] 4 Foster & Finlayson, 905.

to vitiate a policy. Whether the concealment or suppression arise from fraud, or merely from negligence or accident, the consequence is the same.[1]

Immaterial things, of course, need not be stated.

The insurer, being a cautioner, is freed pretty much as sureties are who contract. Any fraudulent misrepresentation practised against them, any concealment of material facts from them, will entitle them to claim discharge from their suretyship.

A man hears that several attempts to burn his neighbour's house have been made. He must not conceal that, if he is afterwards insuring his own house.[2] So, of course, of his own house.

Where it was proved on the trial of an action on a fire policy, that a convict in the State's prison had, before the insurance was effected, threatened, in the presence of the insured, to burn the house of the latter, as soon as he should be released, the Court charged the jury, that if they considered the risk of fire thereby increased, the omission of a disclosure to the insurers of the threat at the time of effecting the insurance was a a material concealment, and avoided the policy.[3]

A full and complete disclosure is not only necessary at the time application is made for insurance, but is also required, if a material circumstance comes to the knowledge of the applicant at any time before he knows that a policy has been issued, even though his application has already been submitted, or forwarded to the insurers by letter or otherwise.

The intelligence of a material fact, obtained by a party after he has applied for insurance, must be communicated to the insurers by the earliest and most expeditious usual route of mercantile communication, but due and reasonable diligence is sufficient, and the insured need not employ an express to convey the intelligence, unless that be the usual mode.[1]

In *Royal Bank of Scotland* v. *Ranken* (A.D. 1844), it was held that concealment may be undue and void a suretyship, though not made with a fraudulent motive, if it be such as to lead the cautioner to view the case in a false light.[2] Undue concealment may consist entirely of "non-communication.[3]

---

[1] 2 Alauzet, No. 494 ; 1 Ph. p. 214. A shopkeeper conceals that he is a *fabriquant* and using a furnace. He is really a *fabriquant*. The assurance not mentioning the furnace is null. Cassn. 5 Jan., 1870.

Reticences &c., entitle insurer to sue for annulation of the contract (such suits are known in France).

[2] *Walden* v. *La. Ins. Co.*, 12 La. R.

[3] *Curry* v. *Commonwealth Ins. Co.*, 10 Pick. 535.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Aug. 16.

Judicial Abandonments.

Joseph Filion, carriage-maker, Napierville, Aug. 5.

Victor Germain and Louis Payette, hotel-keepers, Montreal, doing business as Germain & Co., Aug. 11.

Joseph H. Lauzon, merchant tailor, Montreal, Aug. 12.

Charles Anatole Théodose Leduc and Charles Florence, Montreal, doing business under the name of Leduc & Co., Aug. 11.

Edward O'Reilly, trader, Aylmer, Aug. 5.

William Rourke, grocer, Montreal, Aug. 14.

Majorique Tardif, barber, Montreal, Aug. 9.

Curators appointed.

Re A. Hubert Bernard, jun., trader, St. Jean, I.O.—H. A. Bedard, Quebec, curator, Aug. 11.

Re Dame Mary McCaffrey, township of Dundee.—W. S. Maclaren, Huntingdon, curator, Aug. 4.

Re Joseph Filion, carriage-maker, Napierville.—A. F. Gervais, St. Johns, curator, Aug. 12.

Re William Grant, trader, Chicoutimi.—H. A. Bedard, Quebec, curator, Aug. 11.

Re Adolphe Kelsen, Montreal.—J. McD. Hains, Montreal, curator, Aug. 8.

Re Appolinaire Morency, merchant tailor, Quebec.—H. A. Bedard, Quebec, curator, Aug. 12.

Re W. & G. H. Tate, dry dock and ship yard.—G. A. Grier, Montreal, curator, Aug. 5.

Dividends.

Re William Gariépy, of Montreal, an absentee.—Dividend payable at office of sheriff, Montreal, Sept. 2.

Re Benjamin Maynard.—First and final dividend, payable Sept. 5, Kent and Turcotte, Montreal, curator.

Re John Walker, township of Grenville.—First dividend, payable Aug. 27, A. Pridham, Grenville, curator.

Separation as to Property.

Marie Malvina Gagnon vs. Ernest Lamoureux, farmer, township of Barnston, July 17.

Claudia Gareau vs. Hermas Riopelle, trader, Aug. 11.

M. Hélène Têtu vs. Charles Le Boutillier, trader, Gaspé Basin, Aug. 7.

Exchequer Court of Canada.

To sit at Court House, in City of Quebec, at 11 a.m. Sept. 2.

[1] *Watson* v. *Delafield*, 2 Johns. 525 ; *Green* v. *Merchants' Ins. Co.*, 10 Pick. 402.

[2] Ross' Leading cases, Vol. 3, p. 70.

[3] *Railton* v. *Mathews*, House of Lords, A.D. 1844.