The Legal News.

VOL. XIII. JANUARY 11, 1890. No. 2.

A gentleman down in Virginia, in an article entitled 'Sacking the Temple,' laments the ruin which codification must work to the stately edifice of the common law. In phrase somewhat stilted he exclaims : "The splendid columns, the massive pilasters, that supported the grand temple, have been moved, and the structure is slowly and inevitably crumbling away. Modern hands must build a modern structure, but the startling announcement has been made that these iconoclasts must build the structure anew from the rubbish of the old ; soiled, marred, defaced, impaired, scarred and demolished, though it has been from the fall. And where is their architect, and where are their skilled artificers and mechanics? The acanthus leaves from the Corinthian capital will find a place on the head of the sculptured Centaurs from the Doric Parthenon. The fluted columns of the Roman Parthenon will sustain the gothic gable, instead of the portico. Some mossy boulder from a Teutonic stronghold will be laid upon the volutes of the Græco-Gothic structures of France ; and from the ruins of this great fallen structure we will trace the indiscriminate composite of the legal architecture of every civilized nation, placed without form, forbidding, gloomy, mossy, cold ; frequented only by the owls of the profession who constructed it ; the mausoleum of reason, truth and justice." This is a sample of anti-codification extravagancy. On the other hand, the friends of codification are too sanguine in their predictions of what codification will accomplish. For example, the *Albany Law Journal* tells the fervid writer from whom we have quoted, to go to sleep, "and wake up again in twenty years, and we will show him a temple worthy his admiration." The usefulness of codification in respect of many branches of the law cannot be denied. Some of the statutes which exist in countries not under code rule, are in fact sections of a code. Nevertheless, great expectations are not thus far justified by experience of codes. One test which may be applied—an imperfect one, of course—is whether they diminish the work of the courts. Here in Canada we have two large provinces side by side, one without a code and one which has been governed by a code for nearly a quarter of a century. Is there less litigation in one province than in the other? We do not find such to be the case. In the city of Montreal alone we have ten or twelve judges of first instance constantly occupied with the work which the bar of this district contrive to put before them. Therefore one great argument which the friends of codification in the United States are constantly urging—that it will make the law certain—does not appear to be unassailable. We do not dispute that codification has its advantages ; but it must not be forgotten that it has also some drawbacks, as Mr. Bishop very forcibly pointed out in the article quoted in our eleventh volume, p. 76.

Mr. Justice Grantham, in his charge to the grand jury at the Liverpool assizes, referred to the subject of a court of criminal appeal, which has been brought prominently forward since the Maybrick case. After observing that there seemed to be a good deal of misapprehension on the subject in the public mind, his lordship pointed out that the procedure in civil and criminal jurisprudence was totally different. In the former the object of each party was to conceal his hand from the other ; in the latter, no evidence could be produced at the trial with which the prisoner was not acquainted. In the vast majority of cases in which prisoners had been found to be innocent after their conviction, that discovery had only been made months or years after the conviction, and a Court of Criminal Appeal could only have re-tried the case with the same set of witnesses and the same circumstances which the first Court had before it. They had, however, a Court of Appeal in the Home Secretary, and he thought the present arrangement was more favorable to the prisoner than if a Court were established. The Maybrick case was cited as an example of the danger of a Court of Criminal Appeal and its prejudicial effect on the prisoner. Any

re-trial or hearing of that case must have proved almost a mockery of justice, so excited were the feelings of the people. Under these circumstances he thought it would be bad for the administration of justice if that change were made, for it would, more than anything else, result in responsibility being taken off the shoulders of the jury and the head of the judge, and the jury and the judge would be less likely to try a charge with the care they now exercised. He was quite certain of this, that in many cases, juries would convict where they now gave the prisoner the benefit of the doubt. In many cases where the jury might think a man guilty, but be somewhat doubtful on the point, they might depend upon it the prisoner would be convicted, and the Court of Criminal Appeal would have to decide whether the verdict was right.

In *Talbott* v. *Stemmons' Ex'r.*, the Court of Appeals of Kentucky (Oct. 24, 1889) was asked to decide whether an agreement to pay the promisee $500 if he would never take another chew of tobacco or smoke another cigar during the life of the promisor, was upon a sufficient consideration. The Court held in the affirmative, observing: "There is nothing in such an agreement inconsistent with public policy, or any act required to be done by the plaintiff in violation of law; but on the contrary, the stepgrandmother was desirous of inducing the grandson to abstain from a habit, the indulgence of which she believed created a useless expense, and would likely, if persisted in, be attended with pernicious results. An agreement or promise to reform her grandson in this particular was not repugnant to law or good morals, nor was the use of what the latter deemed a luxury or enjoyment a violation of either; and so there was nothing in the case preventing the parties from making a valid contract in reference to the subject-matter."

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Fraud and simulation—Private writing—Registration.

Held:—That an onerous deed of conveyance of real estate, followed by possession, will not be set aside at the suit of a chirographary creditor as fraudulent and simulated, where the transferor was perfectly solvent at the time the deed was made, though his circumstances became embarrassed before the same was registered five years subsequently.

2. That the date of the deed, which was *sous seing privé*, might be established against a third party by legal proof, and was so proved in the present case.—*Eastern Townships Bank & Bishop*, Dorion, Ch. J., Tessier, Cross, Bossé, JJ., Jan. 23, 1889.

Carrier — Negligence — Presumption — Bill of Lading—Exception—Evidence—Onus Probandi—Art. 1675, *C.C.*

Held:—1. It is sufficient for the shipper to prove the reception of the goods by the carrier, and that they have not been delivered to the consignee, to place upon the carrier the burden of proving that the loss was caused by a fortuitous event or irresistible force, or has arisen from a defect in the goods or thing itself.

2. The fact that the bill of lading contained a clause exempting the carrier from responsibility for "the acts of God, the Queen's enemies, fire, and all and every the dangers and accidents of the seas, rivers, and navigation of whatsoever nature and kind," does not necessarily cast the burden of proof on the plaintiff,—so far at least, as to oblige him to make proof of the carrier's negligence by his evidence in chief.

3. The exception "dangers and accidents of the seas, rivers, and navigation of whatsoever nature and kind," covers only such losses as are of an extraordinary nature, or arise from some irresistible force which cannot be guarded against by the ordinary exertion of human skill and prudence.

4. The sinking of a steamer at the entrance to a canal, on a calm, clear night, was not such an accident.—*La Cie de Navigation R. & O. & Fortier*, Dorion, Ch. J., Tessier, Cross, Baby, Bossé, JJ., Sept. 23, 1889.

Attorney—Costs—Distraction—Saisie-arrêt.

Held:—1. That distraction of costs granted

*To appear in Montreal Law Reports, 5 Q.B.

to a party's attorney vests the attorney alone with the right to claim such costs, as long as the client has not obtained from the attorney a transfer followed by service on the adverse party.

2. That an execution taken in the name of the attorney *distrayant's* client, against the adverse party, is null, if such execution was was not preceded by the transfer and notice above mentioned.

3. That the claim for costs of the attorney *distrayant*, due by the adverse party, is subject to the same laws as apply to ordinary debts with regard to transfer, service and subrogation.

4. That when an attachment by garnishment, *saisie-arrêt*, has been served upon the judgment debtor for costs, by a creditor of the attorney *distrayant*, the attorney *distrayant's* client cannot by alleging payment by him to his attorney, or transfer by his attorney to him of said costs, claim the same in his own name, to the prejudice of the attorney's seizing creditor, if notice of such payment and transfer has not been served upon the judgment debtor before the attachment by garnishment was issued.

5. That in such a case, the judgment debtor is not obliged, before judgment is rendered upon the attachment by garnishment of the attorney's creditor, to deposit in Court, to be paid to whom it may appertain, the amount of such costs, but on the contrary must retain the same in his own hands, as he is ordered to do by the writ of attachment by garnishment, until the Court may decide thereon.— *Milette & Gibson*, Dorion, Ch. J., Tessier, Church, Doherty, JJ., Feb. 26, 1889.

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*SUPERIOR COURT—MONTREAL.**

Avoidance of contract made in fraud of creditors —Arts. 1032, 1034, *C.C.—Assignment of life insurance by a person notoriously insolvent—Rights of creditors.*

Held:—(Affirming the decision of Davidson, J., M. L. R., 4 S. C. 319), 1. That the assignment of a policy of life insurance is governed by the law of the place where the assignment is made, and not of the place where the policy was issued, or where it is payable.

2. Where a person notoriously insolvent transfers a policy of life insurance to a creditor as collateral security for a pre-existing debt, and the amount of the insurance is received by such creditor after the death of the assignor, any other creditor may bring an action in his own name against such assignee, to set aside the assignment, and compel him to pay the money into Court for distribution among the creditors generally. — *Prentice* v. *Steele*, in Review, Johnson, Loranger, Würtele, JJ., April 30, 1889.

Interdiction for prodigality— Goods supplied to interdict without authority of curator— Art. 334, *C.C.—Lesion.*

Held:—That when a person has been interdicted for prodigality, in accordance with the formalities prescribed by law, every one is presumed to have knowledge thereof; and a tradesman, who continues to supply goods on credit to the interdicted person without the sanction of the curator, and to an extent greatly in excess of what the means of the interdicted person would justify, cannot maintain an action against the curator for the value of such goods, even when they are household supplies (such as groceries), — more especially where the curator has made adequate provision for the subsistence of the interdicted person.—*Riendeau* v. *Turner*, in Review, Johnson, Davidson, de Lorimier, JJ., June 22, 1889.

Limited Partnership— Certificate—False statement — Insufficiency of certificate — Arts. 1871-1877, *C.C.*

Held:—1. That the contributions of special partners to a partnership *en commandite*, or limited partnership, must be in cash, paid in at the date of formation of the partnership (Art. 1872, C.C.)

2. That in order to obtain the privilege of a limited partnership, the formalities of the special laws relating thereto must be strictly complied with, and a statement in the certificate (dated Oct. 30) which persons contracting such a partnership are bound to sign; to the effect that a special partner had brought $1,000 into the capital of the firm, whereas

* To appear in Montreal Law Reports, 5 S.C.

this sum was not paid in until Dec. 31 following: was a "false statement" within the meaning of Art. 1877, C.C., and rendered the special partners liable for the obligations of the firm in the same manner as ordinary partners.

3. That a certificate which does not mention the period at which the limited partnership is to terminate, is insufficient, and the partners are liable as ordinary partners.—*Davidson* v. *Fréchette*, Davidson, J., June 28, 1889.

Libel—Plea of Justification—Truth of Matters Alleged—Compensation of Wrongs.

Held:—1. That a plea of partial prescription to an action of damages for libel is not demurrable on the ground that the matters sought to be prescribed were not alleged as charges of libel, but to show animus;—that being matter of fact, and not of law.

2. That the defendant in an action of damages for the publication of a libel, may lawfully plead the truth of the alleged libel, and that it was published in the interest of the public, and concerning matters of public import; and such allegations, if duly established, constitute a sufficient defence in such case.

3. The defendant may oppose to a demand for damages for libel or slander, the fact that the plaintiff on his part libelled defendant, and that there is *compensation d'injures*, where the attack and defence are alleged to have been simultaneous, as in a discussion between the editors of two newspapers in the columns of their respective journals.—*Trudel* v. *La Compagnie d'Imprimerie, etc.*, Johnson, J., Jan. 12, 1889.

Procedure—Exception to the form—Power to strike out allegations on motion—Indefinite allegations.

Held:—1. That vague and indefinite allegations in an exception to the form may be rejected on motion of the adverse party.

2. That the allegations of a pleading must be sufficiently clear and distinct to enable the opposite party to reply thereto. And so where an exception to the form alleged that the Act incorporating the plaintiffs was *ultra vires*, because the persons incorporated were incapable of exercising any civil rights in the province by reason of the vows which they had taken—without specifying the vows—and because the objects of their Society were the promulgation of doctrines contrary to Imperial statutes, set forth in certain works filed as exhibits—without specifying the doctrines objected to,—these and other like allegations were rejected as vague and lacking precision.—*La Compagnie de Jésus* v. *The Mail Printing Co.*, and *Hon. A. Turcotte*, intervenant, Loranger, J., May 14, 1889.

Lessor and Lessee—Privilege of Lessor—Sub-lease—Saisie-Gagerie.

The lessee of premises under a written lease for one year, which prohibited subletting, continued to occupy them for a second year under a verbal agreement to pay an increased monthly rental, and with some modification as to the premises leased. In the course of the second year the lessee sub-let the premises and removed the greater part of his effects to other premises. The lessor having seized the effects removed, by *saisie-gagerie par droit de suite*, there being at the time no rent due and exigible:

Held:—1. That the privilege of the lessor for the unexpired period of the lease extends to the effects of the lessee, and also includes the effects of the under-tenant in so far as he is indebted to the lessee; and so long as the under-tenant has sufficient effects upon the premises to secure the rent payable by him to the tenant, and the tenant leaves sufficient effects to secure the difference, the principal lessor has no right to issue a *saisie-gagerie* for rent not due and exigible.

2. Even where the under-tenant has bound himself to pay the tenant monthly in advance, it is sufficient if there are enough movables upon the premises, including those of the under-tenant to the extent of his obligation to the lessee, to secure the whole rent for the remainder of the lease.

Semble, That where there is a written lease, with prohibition to sub-let, and the lessee remains in the premises after the term of the original lease, the parties agreeing verbally to certain modifications, the

stipulation against sub-letting still applies, and the effects of a sub-tenant who enters in contravention of such stipulation, become subject to the principal lessor's privilege in the same manner as those of any other third person.—*Vinette* v. *Panneton*, in Review, Johnson, Gill, Wurtele, JJ., Nov. 30, 1889.

COUR DE MAGISTRAT.

MONTRÉAL, 2 mai 1889.

Coram CHAMPAGNE, J. C. M.

BEAUCAIRE v. WHELAN.

Dommages—Responsabilité—Négligence contributive.

JUGÉ:—1. *Que celui qui réclame des dommages causés par la faute grossière, ou par la négligence du défendeur, ou ses employés, doit être lui-même à l'abri d'une imputation semblable.*

2. *Que dans le cas où il y a eu négligence contributive, et que l'accident peut être reproché aussi bien à l'un qu'à l'autre, il n'y a pas droit d'action.*

Il s'agissait d'un accident causé à une voiture par un cheval échappé dans une rue publique, où il avait été par son maître abandonné sans entraves, mais, la preuve fit voir que le demandeur avait lui aussi laissé son cheval seul sur la rue sans l'entrave, et que celui-ci tourna de côté et obstrua la rue en travers, et que c'est dans cette position qu'il fut frappé par le cheval du défendeur.

Action déboutée avec dépens.

Autorités: C. C. art. 1053 et la jurisprudence citée au bas de cet article dans le code de M. de Bellefeuille.

Bérard & Brodeur, avocats du demandeur.

Augé & Lafortune, avocats du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 5 juin 1889.

Coram CHAMPAGNE, J. C. M.

THEORET v. SENÉCAL.

Action qui tam—Amendement—Parties en cause.

JUGÉ:—1. *Qu'une action sous le Code Municipal, pour recouvrer une amende appartenant pour moitié au poursuivant et pour moitié à la corporation municipale, intentée au nom du poursuivant seul, est une nullité absolue et qui ne peut être couverte par un amendement permettant de mettre en cause la corporation municipale.*

2. *Que cet amendment ne peut être permis parce que l'action telle que prise, était une action personnelle, et qu'en mettant en cause la dite corporation elle deviendrait* une action qui tam *ou populaire, ce qui en changerait la nature.*

Il s'agit d'une action intentée pour faire condamner le défendeur à l'amende, sous le Code Municipal. L'action était prise au nom du demandeur seul, au lieu de l'être au nom du demandeur et de la corporation de la paroisse de St-Raphaël de l'Ile Bizard, où demeurent les parties, et qui par la loi devait avoir la moitié de l'amende.

Le demandeur fit motion pour amender son *fiat*, le bref et la déclaration, de manière à mettre en cause la dite corporation.

La motion fut refusée, un amendement ne pouvant être permis pour mettre en cause une partie, et changer complètement l'action telle qu'intentée

Motion renvoyée.

Autorités: C. P. C. 49, 51 : 5 Q. L. R. 346.

Prevost & Bastien, avocats du demandeur.

Lacoste, Bisaillon, Brosseau & Lajoie, avocats du défendeur.

(J. J. B.)

THE LAND LAWS OF THE COLONIES IN THE JUDICIAL COMMITTEE.

At a time when investments are being made by Englishmen in the colonies, companies are being created with the object of developing remote parts of the world more or less subjected to British rule, and a new world is being discovered in Central Africa, the subject of the land laws in British colonies is not only interesting but of practical importance. Much light is thrown on this subject by three cases in the *Law Journal Reports* for November, decided by the Judicial Committee in April and May last. They come to Whitehall from the ends of the earth—one from Canada, one from New South Wales, and one from Natal—in the shape of problems in the land laws of those

countries which have been solved for them by Lord Watson with the concurrence, in the first case, of the Lord Chancellor, the late Lord Fitzgerald, Lord Hobhouse, and Lord Macnaghten; in the second, of the same councillors, with Sir William Grove substituted for the Lord Chancellor; and in the third, of Lord Bramwell, Sir Barnes Peacock, and Sir Richard Couch. *The Attorney-General of British Columbia* v. *The Attorney-General of Canada*, 58 Law J. Rep. P. C. 88, deals with the effect of a grant of public lands to the Dominion by the Provincial Legislature, upon the admission of British Columbia into the Dominion, on the rights of the Crown, and particularly of gold-mining. In *Cooper* v. *Stuart*, 58 Law J. Rep. P. C. 93, the applicability of the rule against perpetuities to colonies, and in particular as against the Crown, and in the circumstances of New South Wales, was decided. In *The Colonial Secretary of Natal* v. *Carl Behrens*, 58 Law J. Rep. P. C. 99, the effect of a reservation of a right to resume possession in a Crown grant of land and the existence of a duty in the holder, who is deprived of it either with or without compensation, to execute a transfer were determined.

The Columbia case was brought on appeal by special case under a British Columbia Act, and the question raised was, whether the precious metals under certain public lands in that province belonged to that Government or the Government of Canada. Judgment had been given in the first instance for the Attorney-General of Canada. Upon appeal to the Supreme Court of Canada this judgment was affirmed by three judges to two. The judges who formed the majority were Chief Justice Ritchie and Justices Gwynne and Taschereau. The dissentient judges were Justices Fournier and Henry. The public lands in question, on British Columbia being, in 1871, by an Order of Council, made part of the Dominion of Canada were, by Article 11, agreed to be conveyed by that Province to the Dominion Government, in trust, to be appropriated in such manner as the Dominion might deem advisable in furtherance of the construction of a railway to connect British Columbia with the Canadian railway system, which the Dominion undertook to complete in ten years, being a similar extent of public lands along the line of railway throughout its entire length in British Columbia, not to exceed, however, twenty miles on each side of the said line, as might be appropriated for the same purpose by the Dominion Government, from the public lands in the North-West Territories and the Province of Manitoba. Lord Watson, in giving judgment, pointed out that the question whether the precious metals were included in the grant to the Dominion must depend on the meaning to be put on the words "public lands" in Article 11. He lays down that the title to the public lands of British Columbia has all along been, and still is, vested in the Crown; but the right to administer and to dispose of these lands to settlers, together with all royal and territorial revenues arising therefrom, had been transferred to the Province before its admission into the federal union. The object of the Dominion Government was to recoup the cost of constructing the railway by selling the land to settlers. Whenever land is so disposed of, the interest of the Dominion comes to an end. The land then ceases to be public land, and reverts to the same position as if it had been settled by the Provincial Government in the ordinary course of its administration. According to the law of England, gold and silver mines, until they have been aptly severed from the title of the Crown and vested in a subject, are not regarded as *partes soli*, or as incidents of the land in which they are found. Not only so, but the right of the Crown to land, and the baser metals which it contains, stands upon a different title from that to which its right to the precious metals must be ascribed. In the *Mines Case*, 1 Plowd. 366, all the justices and barons agreed that, in the case of the baser metals, no prerogative is given to the Crown. Although the Provincial Government has now the disposal of all revenues derived from prerogative rights connected with land or minerals in British Columbia, these revenues differ in legal quality from the ordinary territorial revenues of the Crown. It therefore appeared to the Judicial Committee that a conveyance by the Province of "public lands," which is,

in substance, an assignment of its right to appropriate the territorial revenues arising from such lands, does not imply any transfer of its interest in revenues arising from the prerogative rights of the Crown. Lord Watson proceeds to deal with the reasoning of the majority of the judges in the Courts below, and admits that if the eleventh Article of Union had been an independent treaty between the two Governments, which obviously contemplated the cession by the province of all its interests in the land forming the railway belt, royal as well as territorial, to the Dominion Government, the conclusion of the Court below would have been inevitable, but the article in question does not profess to deal with *jura regia*; it merely embodies the terms of a commercial transaction, by which the one Government undertook to make a railway, and the other to give a subsidy, by assigning part of its territorial revenues. Their lordships were therefore of opinion that the judgment appealed from must be reversed, and that it ought to be declared that the precious metals within the railway belt are vested in the Crown, subject to the control and disposal of the Government of British Columbia, and they advised Her Majesty to that effect.—*Law Journal, (London).*

THE ELECTRIC WIRES DECISION.

It need not be said that this is a case of very great importance, and while the principles of law laid down by the court as to nuisances are not novel, it is in the application of well-known principles of law to a new state of facts wherein lies the importance of the decision.

As to whether or not a dangerous electric wire is a nuisance under the criminal law, the best answer can be found in section 385 of the Penal Code, which defines a public nuisance.

It is there said that "a public nuisance is a crime against the order and economy of the State, and consists in unlawfully doing an act, or omitting to perform a duty, which act or omission—1, annoys, injures or endangers the comfort, repose, health or safety of any considerable number of persons; or . . . . . 3, unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage a lake or navigable river, bay, stream, canal or basin, or public park, square, street, highway; or, 4, in any way renders a considerable number of persons insecure in life or the use of property."

In Stephen's "Digest of Criminal Law" the English criminal law as to a public nuisance is thus laid down: "Article 187. Every person commits a common nuisance who does anything which endangers the health, life or property of the public, or any part of it. . . . . Everything is deemed to endanger health, life or property which in either case is actually dangerous thereto, *or which must be so in the absence of a degree of prudence or care, the continued exercise of which cannot reasonably be expected.*"

Among the illustrations of this last section is given the case of *Lister*, 1 D. & B., C. C. 209. In that case the defendant kept in a warehouse in the city of London, a large quantity of mixture of spirits of wine and wood naphtha, forming a substance more inflammable than gunpowder, and of such a nature that a fire lighted by it would be practically unquenchable. It was held that the defendant in such a case commits a common nuisance, though he uses the most scrupulous care to avoid accidents.

That an act may be sometimes dangerous and sometimes innocent, according as it is negligently or carefully performed, see as to keeping gunpowder, on the one hand, the case of *Bradley* v. *People*, 56 Barb. 72; on the other, *People* v. *Sands*, 1 Johnson, 78.—*New York Law Journal.*

TRYING CASES IN CAMERA.

On November 22, before Mr. Justice Cave and a special jury, when the case of *Smythe* v. *Smythe*, an action by a wife against her husband to recover a sum of money due to her, covenanted to be paid by a separation deed, the husband refusing to pay on the ground of molestation, was called on, Mr. Henn Collins (for the defendant) said: I am instructed to ask your lordship that the case should be heard *in camerâ*. It is an action between husband and wife, and the evidence

of the children will be necessary. They are wards of Court, and it will be very injurious to the children. I ask your lordship to follow the same course as that pursued in a recent case.

Mr. Bray (for the plaintiff): I do not consent, nor do I see why the case should be tried *in camerâ*. These issues have already been tried in another Court, and not then *in camerâ*, and why not again?

Mr. Henn Collins: Consent is not necessary.

Mr. Justice Cave: What is the case about? I will look at the pleadings.

Mr. Bray: I believe there is absolutely nothing in this case which will be prejudicial to the children.

Mr. Justice Cave: There is no sufficient reason why this case should not be tried in the ordinary way.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 4.

Judicial Abandonments.

Leonidas A. Bergevin, dry goods merchant, Quebec, Dec. 28.

Rémi Bernard, contractor and builder, St. Hyacinthe, Dec. 27.

George White McKee, Coaticook, Dec. 28.

Curators appointed.

Re Aldéma Bourbonnais, tanner, Ste. Marthe, Dec. 30.

Re Auguste Charbonnier, doing business under the name of Hélène Chalifour.—Kent & Turcotte, Montreal, joint curator, Dec. 27.

Re Ambroise De Blois, grocer, St. Sauveur, Quebec.—N. Matte, Quebec, curator, Dec. 31.

Re Philias Desormier.—Kent & Turcotte, Montreal, joint curator, Dec. 27.

Re James Stuart Kennedy.—R. N. England, Knowlton, curator, Dec. 31.

Re F. X. Lepage, dry goods, Quebec.—H. A. Bedard, Quebec, curator, Dec. 31.

Re Elie Rochon, carter, Ste. Cunégonde.—T. Gauthier, Montreal, curator, Dec. 27.

Re F. X. Trudeau, Montreal.—Kent & Turcotte, Montreal, joint curator, Dec. 29.

Dividends.

Re D. Z. Bessette, Montreal.—First and final dividend, Kent & Turcotte, Montreal, joint curator.

Re Joseph Donati, jeweller, Quebec.—First dividend, payable Jan. 21, N. Matte, Quebec, curator.

Re A. Fournier & Co.—First and final dividend, payable Jan. 22, C. Desmarteau, Montreal, curator.

Re George Gauvreau.—First and final dividend, payable Jan. 24, C. Desmarteau, Montreal, curator.

Re Moïse Gauvreau.—First and final dividend, payable Jan. 21, C. Desmarteau, Montreal, curator.

Re Laganière & Schambier.—First and final dividend, payable Jan. 23, C. Desmarteau, Montreal, curator.

Re Médéric Lefebvre, Laprairie.—First and final dividend, Kent & Turcotte, Montreal, joint curator.

Re Louis Pigeon.—Collocation on hypothecary claims, C. H. Parent, Montreal, curator.

Re Pouliot & Falardeau, curriers, Quebec.—First dividend, payable Jan. 21, N. Matte, Quebec, curator.

Re J. Rasconi & Co.—First and final dividend, A. A. Taillon, Sorel, curator.

Separation as to property.

Maranda Covey vs. Isaac Patton, farmer, township of Brome, Dec. 27.

Marie Elzémire Dubeau vs. Louis Lebel, butcher, Megantic, Dec. 31.

Marguerite Lemonde vs. Théophile Brodeur, hotelkeeper, St. Liboire, Dec. 28.

Agnès Moreau vs. Ephrem Durocher, trader, Iberville, Dec. 30.

GENERAL NOTES.

THE HABIT OF A LIFETIME.—One summer morning, years ago, a number of young lawyers surrounded Col. Boyd, of Norristown, Penn., on the porch of the Stockton House at Cape May. When they were about to leave, the good colonel said he did not feel like parting with them without giving them some good advice. Said he, "Young men, I have practiced law for forty years, and I have found that the best plan to have an easy conscience is to open each week in the proper way. Monday morning I go to my office about half an hour earlier than usual, lock myself in the back room, and go over the events of the preceding week, so as to see that I have wronged no man. If I find that I have, I make amends at once. If I find on mature consideration that I have charged a client too large a fee, I promptly write him a check and reduce it to the proper amount. You cannot too soon adopt such a practice." "Have you often had occasion, Colonel," innocently asked one of the young men, "to make many such repayments?" "That is the singular part of it all," promptly replied the good colonel: "I have religiously followed this habit for forty years, and thus far I have never had occasion to do anything of the kind."

JUDICIAL LIFE.

Judicial honors no sane man will grudge,—
It is an awful bore to be a judge;—
To sit for hours and strict attention keep
When one is dying with desire to sleep,
Lulled by the droning of the voice professional,
Like priest by penitent's outside confessional:
To look as if he never heard these things before,
When counsel every day repeat them o'er and o'er:
To hear them eat their words from term to term
With memories or consciences infirm:
These blowers of both hot and cold empiric
Make patient judges grow a bit satiric;
Never to be allowed to laugh at jokes,
Though counsel are so funny that one chokes;
No use to try to stop the tedious patter
Of immaterial and superfluous matter;
Much better wait until the storm is over
Unless one has the courage of a Grover;
Beware the fate of him, who sawing logs,
His fingers interposes 'twixt the cogs;
The saws of lawyers may be out of place,
But meddling with them does not help the case.

—*Irving Browne.*