The Legal News.

Vol. XII. JULY 6, 1889. No. 27.

The second appointment to the bench of the Superior Court, provided for last session, has been filled by the appointment of Mr. W. W. Lynch, Q.C., formerly solicitor general, which bears date July 5. There will now be ten judges of the Superior Court resident in the district of Montreal.

By order-in-council, of date July 1st, 1889, the Act of the Quebec Legislature, passed last session, "An Act to amend the law repecting district magistrates," has been disallowed by the Dominion Government.

## *DISCLOSING THE CONFIDENCES OF THE CAMERA.*

The injunction 'register,' which is now the watchword of all desirous of maintaining their legal rights in a large and increasing area of the relations of life, cannot be ignored even in the case of copyright, in spite of the usual practice of publishers not to register till they bring an action, and in spite of the interesting decision of Mr. Justice North in *Pollard* v. *The Photographic Company*, 58 Law J. Rep. Q.B. 251, reported in the April number of the Law Journal Reports, in which he found another way of help for those who had disregarded it. There is no wonder that the plaintiffs on the occasion in question should fail to suspect that the necessity for registration lurked under their legal right in the simple relation of customers and photographer. The female plaintiff, as Mr. Justice North judicially described the chief actor in the case, may by less responsible persons be allowed the courtesy of the description of the fair plaintiff, and by her friends of the same sex would at least have been admitted to be one of those who 'photograph well.' She visited the shop or studio of one J. Moll, of Rochester, trading under the name of the 'Photographic Company,' and as related by the learned judge, relaxing a little his sternness of expression, had her photograph taken in various positions. The photographs were sent home and the bill was paid, when, as Christmas approached, the lady and her husband became aware that the lady's photograph was being exhibited in the photographer's window, 'got up,' to use the commercial phrase adopted in the case, as a Christmas card. To have one's face sent freely round on Christmas Eve to announce through a leafy scroll 'A merry Christmas and a happy New Year' to all the inhabitants of Rochester whose friends take a fancy to this particular vehicle for the compliments of the season is not pleasant. A solicitor's clerk was accordingly sent to obtain formal evidence. He became the purchaser of one of the photographs for two shillings, whereupon an action was brought and an injunction applied for.

Mr. Justice North, in giving judgment, propounded for himself, as decisive of the case, the question whether a photographer, who has been employed by a customer to take his or her portrait, is justified in striking off copies of the photograph for his own use, and selling and disposing of them, or publicly exhibiting them by way of advertisement, or otherwise, without the authority of such customer, either express or implied, explaining the reservation as to authority by adding that a photographer is frequently allowed, on his own request, to take a photograph of a person under circumstances in which a subsequent sale by him must have been in the contemplation of the parties, although not actually mentioned. That reservation of the learned judge would apparently include the case of public persons, such as actresses and even statesmen, who are photographed for nothing by enterprising artists. Mr. Justice North proceeds to answer his question with a direct negative, and his proposition read accordingly undoubtedly goes very far. Logically it appears to give everyone a copyright in his own features, and that by the operation of the common law without a statute. Mr. Justice North, as he proceeds to give the grounds of his decision, considerably modifies the previous statement when he lays down his first ground as depending on he principle

that where a person obtains information in the course of a confidential employment the law does not permit him to make any improper use of the information so obtained, and an injunction is granted, if necessary, to restrain such use; as, for instance, to restrain a clerk from disclosing his master's accounts, or an attorney from making known his client's affairs, learnt in the course of his employment. This principle requires a relationship to support it, and while it would justify the reproduction of a stolen sketch or a photograph produced by that modern instrument of torture, an instantaneous pocket camera, it involves that the breach of confidence be in the scope of the relation. Would it apply, for example, to a barrister publishing a sketch of his client surreptitiously taken in the course of the trial? Mr. Justice North's second ground, based on the principle which, as he says, is clear that a breach of contract, express or implied, can be restrained by injunction, takes up the position 'that the case of a photographer comes within the principles upon which both these classes of cases depend,' and the learned judge proceeds to give his reasons as being that 'the object for which the photographer is employed and paid is to supply his customer with the required number of printed photographs of a given subject. For this purpose the negative is taken by the photographer on glass, and from this negative copies can be printed in much larger numbers than are generally required by the customer. The customer who sits for a negative thus places in the hands of the photographer the power of reproducing the subject, and, in my opinion, the photographer who uses the negative to produce other copies for his own use, without authority, is abusing the power confidentially placed in his hands merely for the purpose of supplying the customer.' Further, the learned judge holds that the bargain between the customer and the photographer includes by implication an agreement that the prints taken from the negative are to be appropriated to the use of the customer only. As the learned judge points out, no case has been decided as to the negative of a photograph, and cites several cases in the books which he considers analogous, on two of which he mainly relies. The first is *Murray* v. *Heath*, 9 Law J. Rep. (o.s.) K. B. 119, in which an engraver, to use the words of Lord Tenterden, took a certain number of impressions from a plate which he had contracted to engrave for the use of another. In other words, he stole some 'proofs before letter,' a very grievous breach of his duty and injury to his employer, but not very closely analogous to the negative of a photograph, of which the last, and not the first, impressions appear to have been taken. The engraver's plate belongs to the employer, and is returned to him or is broken up, but the negative belongs to the photographer. *Tuck & Sons* v. *Priester*, 56 Law J. Rep. Q.B. 553, the second case, was an action between a publisher and a printer of engravings, and it was held that for the printer to strike off copies for himself, and thus enter into competition with a publisher, was a breach of the contract between them. *The Duke of Queensbury* v. *Shebbeare*, 2 Eden. 329; *Prince Albert* v. *Strange*, 18 Law J. Rep. Chanc. 120, and 'the well-known principle, that a student may not publish a lecture to hear which he has been admitted,' by which reference is no doubt made to Lord Eldon's celebrated series of fluctuations, terminating in a decision in favour of Mr. Abernethy, and against the *Lancet*, in the case of *Abernethy* v. *Hutchinson*, 3 Law J. Rep. (o.s.) Chanc. 209, are also referred to by the learned judge.

The photographer's position bears hardly a sufficiently close analogy to this class of case, and Mr. Justice North outdoes Lord Eldon by fortifying his position not only by relying on the breach of a confidential relation and a breach of contract, but on the right of property in the plaintiff common to the cases on which he relies by way of analogy, and he points out that a person whose photograph is taken by a photographer is not deserted by the law. It is quite true that by sections 1 and 4 of the Fine Arts Copyright Act (25 & 26 Vict. c. 68) the negative of the photograph is the copyright of the person for whom it is executed for a valuable consideration, if it is registered before the infringement takes place. That this Act does not allow subse-

quent registration, like the Literary Copyright Act, was made plain by the Court of Appeal in *Tuck* v. *Priester*, but, as it was not contended in the case in question that there had been any registration at all on the part of the plaintiffs, it is difficult to see how any possible right he could have had by registration helps the present decision. If the buyer does register his photograph he is not deserted by the law, but he deserts the law. Much discussion has also arisen on the meaning of the phrase the 'copyright of a negative,' and it may well be argued that non-registration under the Act shows an intention to abandon the copyright. The Copyright Act must therefore be left out of consideration in the case, and the question is whether the so-called relation of photographer and customer can be brought within the analogies of doctor and student, medical adviser and patient, and lawyer and client. There remains the contractual relation, which must largely depend on the circumstances of each case, but if the present case lays down that it is necessarily implied from a photograph being paid for that the photographer undertakes not to use the negative except for the purposes of the customer, it seems to go further than can at present be accepted.—*Law Journal.*

## COUR DE CIRCUIT.

MONTRÉAL, 10 juin 1889.

*Coram* JETTÉ, J.

FELIX CADOTTE v. ALFRED OBORNE.

*Cour de Magistrat—Désaveu—Nouveau jugement pour la même cause d'action—Désistement.*

JUGÉ:—*Que bien que l'Acte* 51-52 *Vict., ch.* 20, *ait été désavoué et, par suite la Cour de Magistrat qu'il créait, abolie, ce désaveu n'a pas eu pour effet d'annuler les procédures faites devant elle, ni les jugements rendus par elle; et que pour obtenir un nouveau jugement devant une autre cour, pour la même cause d'action, il faut préalablement renoncer à ce premier jugement.*

Le défendeur a été poursuivi pour $21 dues au demandeur. Le défendeur a plaidé qu'il y avait chose jugée entre lui et le demandeur, parce que jugement ,avait déjà été rendu contre lui pour la même cause d'action devant la Cour de Magistrat du district de Montréal, dont l'acte instituant cette Cour a été désavoué par le gouverneur-général, en octobre dernier (1888).

La Cour, parties ouïes sur le mérite de la demande, débouta l'action par le jugement suivant:—

"Considérant que sur une première action pour la même créance que celle réclamée dans l'espèce, intentée devant la Cour de Magistrat du district de Montréal, le demandeur a obtenu jugement contre le défendeur le 29 septembre dernier; et qu'en conséquence il y a chose jugée entre les parties sur l'objet du présent litige;

"Considérant que bien que la loi créant la dite Cour de Magistrat, ait été subséquemment désavouée, ce désaveu n'a pas eu pour effet d'annuler les procédures valablement faites devant la dite cour et les jugements par elle rendus, et, qu'en conséquence, le dit jugement du 29 septembre dernier, prononcé contre le défendeur reste en pleine force et vigueur;

"Considérant que le demandeur ne peut obtenir un second jugement contre le défendeur pour la même cause d'action, tant que le premier subsiste et que le demandeur ne déclare pas y renoncer;

"Maintient l'exception du défendeur et renvoie et déboute la présente action avec dépens."

*Judah, Branchaud & Bauset*, avocats du défendeur.

(J. J. B.)

## COUR DE MAGISTRAT.

MONTRÉAL, 4 avril 1889.

*Coram* CHAMPAGNE, J.

LARKIN v. INGLIS.

*Avocat—Compétence comme témoin.*

JUGÉ:—*Que bien qu'il ne soit pas convenable pour un avocat au dossier d'offrir son témoignage en faveur de la partie qu'il représente, la Cour ne peut le refuser et il est un témoin compétent, et l'action peut être déboutée sur son témoignage seul.*

Dans cette cause, l'avocat du défendeur offrit son témoignage sur les points essentiels

de la cause. Le demandeur objecta à son audition. La Cour admit son témoignage, et comme il ne fut pas contredit, l'action fut, en conséquence, déboutée.

Action déboutée avec dépens.

*Autorités:* C. C. 1231, 1232; *Melançon* v. *Beaupré*, 6 R. L. p. 509; *Dames Ursulines* v. *Egan*, 6 Q. L. R., p. 36; *Waldron & White*, M. L. R., 3 Q. B. 375; 22 Vict., ch. 57, sect. 51.

*Sicotte & Chauvin*, avocats du demandeur.

*C. S. Burroughs*, avocat du défendeur.

(J. J. B.)

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## CHANCERY DIVISION, DEC. 21, 1888.

London, Dec. 21, 1888.

POLLARD v. PHOTOGRAPHIC COMPANY, 60 L. T. Rep. (N. S.) 418.

*Copyright—Photograph—Implied contract not to sell copies—Injunction.*

*The action was brought by a husband and wife against A., trading as the Photographic Company. The wife had been photographed at the shop of the defendant, and bought and paid for a number of copies, in the ordinary way without any special contract or agreement. The defendant afterward exhibited the lady's photograph in his window, with scrolls of leaves drawn above and below it, and the inscription, "A Merry Xmas and a Happy New Year." There was a conflict of evidence whether this was intended for sale as a Christmas card, or only as an advertisement to invite orders for photographs similarly executed. One copy was sold to the plaintiff's agent sent to purchase it, but the defendant swore that he had refused to sell except to a friend of the plaintiff.*

HELD, *that though the property in the negative of a photograph belongs to the photographer, the bargain between the photographer and the customer implies an agreement that prints taken from the negative are appropriated to the use of the customer only, and in the absence of the permission of the customer, express or implied, the photographer is not justified in striking off copies for his own use, either for sale, exhibition by way of advertisement or otherwise.*

*An injunction was granted to restrain the defendant from selling or exhibiting copies.*

The defendant in this action carried on business in Rochester as a photographer under the name of the Photographic Company. In August, 1888, Mrs. Pollard called at the defendant's place of business, and had her photograph taken in several positions. Other photographs were taken by the defendant about the same time of other members of her family, and for the whole she paid the defendant £7 10s. No special stipulations were made by Mrs. Pollard or by the defendant about the copyright in the photograph.

In November in the same year the defendant exhibited in his window a copy of Mrs. Pollard's photograph, got up as a Christmas card, by the addition above and below the photograph of scrolls of leaves with the superscription in letters apparently composed of leaves of the words, "A Merry Xmas and a Happy New Year."

The plaintiffs, Mrs. Pollard and her husband, upon learning that this photograph was exhibited in the defendant's window, placed the matter in the hands of their solicitor. His clerk went to the defendant's place of business and asked for a photograph of Mrs. Pollard. The defendant offered him a plain copy and asked 2s. for it. The clerk then asked for one like the copy in the window. There was some conflict of evidence as to the conversation which then took place, the defendant stating that he said the copy in the window was not placed there for sale, but only as a specimen, with the view of obtaining orders for photographs taken in a similar manner, and that he asked the clerk three times whether he had Mrs. Pollard's authority to purchase the photograph, and only sold it on the clerk's assuring him that he had.

The clerk stated that the defendant merely asked him if he was a friend of Mrs. Pollard's and then sold him the photograph from the window. He stated also that he asked the defendant whether he had authority to sell Mrs. Pollard's photograph, and the defendant answered, yes, to her personal friends. This was not denied. Neither Mrs. Pollard nor her husband had given any authority whatever for the sale or exhibition of her photograph.

It appeared that after selling the photo-

graph in the window to the solicitor's clerk, the defendant had placed in his window another copy got up in the same way.

This action was brought by Mr. and Mrs. Pollard, for an injunction to restrain defendant from offering for sale or selling, exhibiting as advertisement, or dealing with the photograph of Mrs. Pollard, either as a Christmas card or otherwise.

NORTH, J. The question is whether a photographer who has been employed by a customer to take his or her portrait is justified in striking off copies of such photograph for his own use, and selling and disposing of them, or publicly exhibiting them by way of advertisement or otherwise, without the authority of such customer, either express or implied. I say "express or implied," because a photographer is frequently allowed, on his own request, to take a photograph of a person under circumstances in which a subsequent sale by him must have been in the contemplation of both parties, though not actually mentioned. To the question thus put, my answer is in the negative—that a photographer is not justified in so doing. Where a person obtains information in the course of a confidential employment, the law does not permit him to make any improper use of the information so obtained; and an injunction is granted, if necessary, to restrain such use; as, for instance, to restrain a clerk from disclosing his master's accounts, or an attorney from making known his client's affairs, learned in the course of such employment. Again, the law is clear that a breach of contract, whether express or implied, can be restrained by injunction—and in my opinion the case of the photographer comes within the principles upon which both these classes of case depend. The object for which he is employed and paid is to supply his customer with the required number of printed photographs of a given subject. For this purpose the negative is taken by the photographer on glass; and from this negative copies can be printed in much larger numbers than are generally required by the customer. The customer who sits for the negative thus puts the power of reproducing the object in the hands of the photographer; and in my opinion the photographer who uses the negative to produce other copies for his own use, without authority, is abusing the power confidentially placed in his hands merely for the purpose of supplying the customer; and further, I hold that the bargain between the customer and the photographer includes, by implication, an agreement that the prints taken from the negative are to be appropriated to the use of the customer only. The principles upon which I rest my judgment are well known, of familiar application, and though I am not aware that any case has been decided as to the negative of a photograph, there are many analogous cases in the books.

In *Murray* v. *Heath*, 1 B. & Ad. 804, the owner of some drawings employed the defendant to engrave plates from them, and the defendant, having done so, struck off some impressions from the plates before handing them over, which impressions his assigns sold after his bankruptcy. An action was brought by the owner of the drawings, founded on the Copyright Acts, and also in trover for the prints so struck. The action failed on both these heads, but Lord Tenterden said, in the course of his judgment: "The engraver having contracted to engrave the plate, and to appropriate the prints taken from it to the use of another, an action at common law would lie against him for the breach of that contract." And again, a little further on: "As to the count in trover, that cannot be maintained, unless the prints therein mentioned were the property of the plaintiff. But they were the property of Heath, who caused them to be taken from his own engraving, though he may be liable to an action for his breach of contract in not delivering all the prints so taken." Such contract was not express, but was implied from the nature of the employment. Again, the recent case of *Tuck* v. *Priester*, 57 L. T. Rep. (N. S.) 110; 19 Q. B. Div. 629, is very much in point. The plaintiffs were the unregistered owners of the copyright in a picture, and employed the defendant to make a certain number of copies for them. He did so, and he also made a number of other copies for himself and offered them for sale in England at a lower price. The plaintiffs subsequently registered their copyright, and then brought

an action against the defendant for an injunction and for penalties and damages. The lord justices differed as to the application of the Copyright Acts to the case, but held unanimously that, independently of the Acts, the plaintiffs were entitled to an injunction and damages for breach of contract. Lord Esher said: "The plaintiffs entered into a written contract with the defendant by which the defendant undertook to make a specified number of copies of a picture which belonged to the plaintiffs, in order that the plaintiffs might be able to sell those copies for their own profit. The contract being a written one, it must be construed by the writing alone, and the plain, honest meaning of it was this: 'You are to make those copies for us, and then you are to return the picture to us, and you are not to make any other copies for your own benefit.' That term was implied as plainly as anything could be. Instead of doing this, the defendant, after he had made the specified number of copies for the plaintiffs, made other copies of the picture for himself with the intention of selling them for his own profit; and he sent a number of those copies to England with the intention of selling them there, and, what was worse, of selling them at a lower price than that at which the plaintiffs were selling theirs. That was a plain breach of contract, and under such circumstances I cannot doubt that, quite irrespectively of the Act of 1862, a court of equity would grant an injunction and damages against the defendant." The master of the rolls then stated his reasons for coming to the conclusion that an action would lie under the statute, and after doing so, said: "The plaintiffs therefore, are entitled under the general law, by reason of the breach of contract and of the trust reposed in him, to an injunction and damages, and they are entitled to the same injunction and damages under the statute." Then Lindley, L.J., says: "I will deal first with the injunction which stands, or may stand, on a totally different footing from either the penalties or the damages. It appears that the relation between the plaintiffs and the defendant was such that, whether the plaintiffs had any copyright or not, the defendant had done that which renders him liable to an injunction. He was employed by the plaintiffs to make a certain number of copies of the picture, and that employment carried with it the necessary implication that the defendant was not to make more copies for himself, or to sell the additional copies in this country in competition with his employers. Such conduct on his part is a gross breach of contract, and a gross breach of faith, and in my judgment clearly entitled the plaintiffs to an injunction, whether they have a copyright in the picture or not." That case is the more noticeable, as the contract was in writing; and yet it was held to be an implied condition that the defendant should not make any copies for himself. The phrase "a gross breach of faith" used by Lindley, L. J., in that case applies with equal force to the present, when a lady's feelings are shocked by finding that the photographer she has employed to take her likeness for her own use is publicly exhibiting and selling copies thereof. It may be said that in the present case the property in the glass negative is in the defendant, and that he is only using his own property for a lawful purpose. But it is not a lawful purpose to employ it either in breach of faith, or in breach of contract. Again, in *Murray* v. *Heath*, 1 B. & Ad. 804, the plates were the property of the defendant, for they had not been delivered to or accepted by the plaintiff. So in the case of the *Duke of Queensbury* v. *Shebbeare*, 2 Eden, 329, the defendant was restrained from publishing a work of the Earl of Clarendon, although a person had been expressly allowed by the owner to make and retain as his own a copy of the manuscript, which copy he had sold to the defendant. There too an agreement or condition was implied, that the manuscript should not be published. Again, it is well known that a student may not publish a lecture to which he has been admitted, even though by his own skill he has taken a copy of it in shorthand; and the receiver of a letter may not publish it without the writer's consent, though the property in the paper and writing is in him; and many similar instances might be given. It may be said also that the cases to which I have referred are all cases in which there was some right of property infringed, based upon the recogni-

tion of the law of protection being due for the products of a man's own skill or mental labor; whereas in the present case the person photographed has done nothing to merit such protection, which is meant to prevent legal wrongs, and not mere sentimental grievances. But a person whose photograph is taken by a photographer is not thus deserted by the law, for the Act of 25 and 26 Victoria, chapter 68, section 1, provides that when the negative of any photograph is made or executed for or on behalf of another person for a good or valuable consideration, the person making or executing the same shall not retain the copyright thereof, unless it is expressly reserved to him by agreement in writing signed by the person for or on whose behalf the same is so made or executed. The result is, that in the present case the copyright in the photograph is in one of the plaintiffs. It is true, no doubt, that section 4 of the same Act provides that no proprietor of copyrights shall be entitled to the benefit of the Act until registration, and no action shall be sustained in respect of anything done before registration; and it was, I presume, because the photograph of the female plaintiff has not been registered that this Act was not referred to by counsel in the course of argument. But although the protection against the world in general conferred by this Act cannot be enforced until after registration, this does not deprive the plaintiffs of their common-law right of action against the defendant for his breach of contract and breach of faith. This is quite clear from the cases of *Morison* v. *Moat*, 9 Hare, 241, and *Tuck* v. *Priester*, already referred to, in which latter case the same Act of Parliament was in question. But the counsel for the defendant did not hesitate to contend boldly that no injunction could be granted in a case where there could be no injury to property in respect of which damages could be recovered in an action at law; and he alleged that this is such a case, and relied on such decisions as *Southey* v. *Sherwood*, 2 Mer. 435, and *Clark* v. *Freeman*, 11 Beav. 112. I have already pointed out why, in my opinion, this is not such a case; but even if it were, the alleged consequences would not follow. Suppose that the present photograph actually was, or by manipulation of the negatives, or by the addition of the rest of the figure, or by the addition of a background, was made a libel on the plaintiffs, by exposing them, for instance, to contempt or ridicule, it is quite clear that in such a case a court of law could give damages and could also, even since the passage of the Common Law Procedure Act of 1854, grant an injunction, and ever since the passing of the Judicature Acts each branch of the High Court has the same power. See *Quartz Hill Consolidated Mining Co.* v. *Beall*, 46 L.T. Rep. (N.S.) 746; 20 Ch. Div. 501. The right to grant an injunction does not even depend in any way on the existence of property as alleged; nor is it worth while to consider carefully the grounds upon which the old Court of Chancery used to interfere by way of injunction. But it is quite clear that, independently of any question as to the right at law, the Court of Chancery always had an original and independent jurisdiction to prevent what that court considered and treated as a wrong, whether arising from a violation of an unquestionable right, or from breach of contract or confidences, as was pointed out by Lord Cottenham in *Prince Albert* v. *Strange*, 1 M. & G. 25. For these reasons the defendant is wholly in the wrong, and as he denies the jurisdiction of the court, the injunction must go as a matter of course, and as the parties have agreed that this motion is to be treated as the trial of the action this injunction will be perpetual, and the defendant must pay the costs of the action.

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*COURT OF APPEAL, ONTARIO.*

TORONTO, Jan. 10, 1888.

TODD v. DUN, WIMAN & Co.

*Libel—Privileged communication—Mercantile Agencies.*

In an action against a mercantile agency company the alleged libel consisted of the publication, among the general body of the defendant's subscribers, of a notice or circular containing the words, after the plaintiff's name, "If interested, inquire at office." The defendants pleaded that the notice also contained words explanatory of the alleged libel, which should be read in connection there-

with, and which had not been set out in the statement of claim. Upon this the plaintiff took issue.

At the trial it appeared that the circular contained not only the expression alleged in the statement of claim, but also a further statement referring to and explanatory of it.

The evidence was confined to the effect and meaning of the words set out in the statement of claim, notwithstanding the defendants' objection that they could not be severed from the rest of the circular. The plaintiff insisted that an amendment was unnecessary, and made no application to amend until the jury had retired.

*Held*, that there was a variance between the libel alleged and that proved, and that the plaintiff should have been non-suited.

A subscriber to a mercantile agency company applied to them for information as to the standing of a customer, and in order to furnish it they requested a local agent of theirs (the defendant C) to advise them confidentially on the subject.

In an action by the customer against the local agent for an alleged libel, consisting of the information given by him to the company, in answer to their request:

*Held*, that the information having been procured for the purpose of being communicated to a person interested in making the inquiry, and there being nothing in the language in excess of what the defendant might fairly state, the communication was privileged; and there being no proof of express malice, the plaintiff was not entitled to recover.

It is the occasion of publishing the alleged libel which constitutes the privilege.

Where privilege exists implied malice is negatived, and the burden of showing express malice is on the plaintiff. The mere untruth of the statement, unless coupled with proof that defendant knew that what he was stating was untrue, is not evidence of express malice.

Judgment of the Common Pleas Division reversed.

## *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, July 6.*

*Judicial Abandonments.*

Charles François Laforest, trader, St. André, July 2.

*Curators Appointed.*

*Re* H. A. Belisle, Ste. Agathe.—Kent & Turcotte, Montreal, joint curator, July 3.

*Re* Pierre Coutu, St. Félix.—Kent & Turcotte, Montreal, joint curator, June 26.

*Re* Joseph Louis Gascon.—C. Desmarteau, Montreal, curator, June 27.

*Re* Hermas Gobeille, Drummondville.—Kent & Turcotte, Montreal, joint curator, July 2.

*Re* Edmond Lafortune.—C. R. Cousins, St. Johns, curator, July 2.

*Re* L. H. Mineau, Louiseville.—Kent & Turcotte, Montreal, joint curator, July 3.

*Re* James Montgomery, J. J. Griffith, Sherbrooke, curator, June 28.

*Re* Moïse Arthur Ouimet.—C. Desmarteau, Montreal, curator, June 24.

*Re* Philippe Richard, St. Pierre.—Kent & Turcotte, Montreal, joint curator, July 3.

*Re* Peter John Scully, jeweller.—S. C. Fatt, Montreal, curator, July 3.

*Re* N. Trahan, Nicolet.—Kent & Turcotte, Montreal, curator, July 3.

*Dividends.*

*Re* Charbonneau & fils.—First and final dividend, payable July 18, C. Desmarteau, Montreal, curator.

*Re* A. Grégoire.—First and final dividend, payable July 16, C. Desmarteau, Montreal, curator.

*Re* Charles Landry.—Second and final dividend, payable July 19, Bilodeau & Renaud, Montreal, curators.

*Re* L. M. Perrault & Co.—First and final dividend, payable July 25, Kent & Turcotte, Montreal, joint curator.

*Separation as to Property.*

Mary Bishop vs. James Bisset, founder, St. Roch de Quebec, June 19.

Eléonore Latulippe vs. Onésime Dion, Quebec, July 2.

Odile St. Michel vs. Prosper St. Louis, painter, Montreal, June 27.

*Separation from Bed and Board.*

Pierre Rhéaume, laborer and contractor, Magog, vs. Amelia Belhumeur, June 21.

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AMENDING THE NOTICE.—There is a grim humor about some of Judge Lynch's executions. A bank president in south-west Texas made away with all the funds under his charge and then posted on the door of his institution, "Bank Suspended." That night he was interviewed by a number of depositors, who left him hanging to a tree with this notice pinned to his breast: "Bank President Suspended."