THE

LEGAL NEWS.

VOL. XV. MAY 2, 1892. No. 9.

CURRENT TOPICS AND CASES.

The question of increasing judicial salaries has once more been brought before Parliament. The augmentation proposed is a moderate one, being an addition of $1,000 per annum to the city judges, and $500 to those resident in the country districts. There ought not to be any opposition to this proposal. Considering the time which has elapsed since the last adjustment of salaries, it is really no increase at all, but merely an adjustment of figures to correspond with the changed value of money. It is not clear yet, however, whether the amended scale can be carried. Perhaps there would not be so much opposition, if the understanding that judges shall confine themselves to their judicial duties were more faithfully and generally observed.

The number of applications to the legislature for bills admitting individuals to the professions seems to be on the increase. At present there are five such applications pending at Quebec for admission to the practice of law; four for admission to the medical profession, and one for admission to the practice of dentistry. As regards the legal profession, the General Council of the Bar would

appear to be the proper body to deal with such applications. Additional powers might be vested in them to authorize the examination of candidates who have failed, for some reason which can be satisfactorily explained, to comply with the ordinary conditions which entitle students to examination.

The retirement of the Hon. Mr. Justice Tessier, of the Court of Queen's Bench, has been followed, at a short interval, by his decease. The learned judge was in his seventy-fifth year. His career at the bar extended over 34 years—from 1839 to 1873. He was Mayor of Quebec in 1851. He also sat in the House of Assembly and in the Legislative Council before Confederation, and was subsequently called to the Senate of Canada. From 1875 to 1891 he was a judge of the Court of Queen's Bench. Mr. Justice Tessier was a sound lawyer, and in the discharge of his official functions was distinguished by impartiality, urbanity and dignity. He leaves nothing but pleasant recollections to the large circle who were connected with him in his long and useful career.

Our civil code, Art. 1676, declares in effect that carriers cannot validly contract that they shall be exempt from losses caused by their fault or negligence. In *Mongenais & Allan*, the Court of Appeal, March 24, 1892, held that this does not prevent a carrier from making special conditions as to the carriage of goods requiring special care in the handling, by exacting a declaration as to the nature of the goods and the payment of a higher rate. And where the shipper does not make such declaration and pay the higher rate, the carrier is not liable for damage which occurs where ordinary care is taken, even if it appears that the loss would probably have been avoided if the goods had been handled with the care applied to fragile and costly freight.

THE CROWN NOT RESPONSIBLE FOR GOODS STOLEN FROM EXAMINING WAREHOUSE.

The case of *Corse et al.* v. *The Queen*, decided by Mr. Justice Burbidge in the Exchequer Court of Canada, in the end of March, involves an important principle. The Court holds that where goods are stolen while in the custody of customs officers, the injured person has no action against the Crown, and no remedy except such as he may have against the officer through whose personal negligence or fault the loss happens. The authorities are carefully resumed in the opinion the text of which we give below.

BURBIDGE, J.:—

The plaintiffs seek to recover from the Crown the sum of $465.74 and interest, for the value, including the duty paid, of a quantity of glazier's diamonds alleged to have been stolen from the box at the examining warehouse at the port of Montreal, in which they had been shipped at London. On Friday, the 21st of February, 1890, the box mentioned was, it appears, in bond at a warehouse for packages at Point St. Charles, Montreal, used by the Grand Trunk Railway Company. On that day the plaintiffs made an entry of the goods at the Custom House and paid the duty thereon ($107.10). On Monday, the 24th, Owen Smith, the Customs' officer in charge of the warehouse at Point St. Charles, delivered the box to Daniel O'Neil, the foreman of the Custom house carters, who, in his turn, delivered it to John Mooney, one of the carters, who took it, with other parcels, and delivered it to Owen Ahearn, a checker at the Customs examining warehouse. The box was then put on a lift and sent up to the third floor of the building, where it remained one or two days. It was then brought down to the second floor and examined, when it was found that the diamonds had been stolen.

The bottom of the box, by removing which the theft had been effected, had not been skilfully replaced, and one of the nails used to fasten it on had come out at the side of the box. This nail was not, it appears, noticed by any of the persons who saw or handled the box until after it had been opened and the loss discovered.

O'Neil, Mooney and Ahearn think that they would have noticed the nail if it had been exposed when the box passed through

their hands. Smith was not at all sure that he would have done so, because he handles many boxes, and it was the carter's business to object if the box was not in good order; though if he had noticed the nail the fact would, he thinks, have struck him. On the other hand, Labelle, who opened the box in the examining warehouse, and those who were with him, do not appear to have observed that anything was wrong with it until after the box had been opened and found to be empty.

On this state of facts I am asked by the plaintiffs to find that the theft was committed while the box was at the examining warehouse, and although the evidence is not to my mind conclusive one way or the other, I shall accede to the plaintiffs' contention, and, for the purposes of the case, draw that inference from the facts proved.

For the loss of the goods under these circumstances the plaintiffs argue that the defendant is liable. With that view I cannot agree.

Even if it were possible under the authorities to hold that the Crown was, in the ordinary acceptation of the word, a bailee of the goods in question, and bound in keeping them to that degree of diligence which the law exacts, for example, of such special or quasi-bailees as captors or revenue officers, the plaintiffs would, I think, fail. (Story on Bailments, ss. 38, 39, 444-450, 613-618; *Finucane* v. *Small*, 1 Esp., N.P.C. 315). There is no evidence of want of diligence in keeping the goods, or, if it is to be inferred that they were stolen by a servant of the Crown, of negligence in selecting or retaining the dishonest servant. But the question is not to be determined by the law of bailments. The officer of the Crown who has the custody of goods sent to a customs warehouse for examination may be, and no doubt is, in a sense a bailee of such goods, but the Crown is not. (*Moore* v. *State of Maryland*, 47 Md. 467; 28 Am. R. 483). For any wrong committed by an officer of the Crown the injured person has his remedy against such officer (*Whitfield* v. *Le Despencer*, 2 Cowp. 765; *Rowning* v. *Goodchild*, 2 Wm. Bl. 906; Story on Agency, s. 319), but the Crown is not liable therefor except in cases in which the legislature has expressly, or by necessary implication, imposed the liability and given the remedy. (See authorities cited in *City of Quebec* v. *The Queen*, 2 Ex. C. R. 257; and in *Burroughs* v. *The Queen*, 2 Ex. C. R. 298). For United States authorities see *United States* v. *Kirkpatrick*, 9 Wheaton, 720; *Nichols* v. *United States*, 7 Wallace, 122; *Gibbons* v. *United States*, 8 Wallace, 269; *Schmalz*

v. *United States*, 4 C. of C. R., 142; *Moore* v. *The United State of Maryland*, 47 Md. 467, 28 Am. R. 483; and *Langford* v. *United States*, 101 U. S. R. 341). Moreover, the officer answers for his own acts and omissions only and not for those of his subordinates. (Story on Agency, s. 319; *Cotton* v. *Lane*, 1 Ld. Rayd. 646; *Whitefield* v. *Le Despencer*, 2 Cowp., 754; *Dunlop* v. *Monroe*, 7 Cranch, 242; *Wiggins* v. *Hathaway*, 6 Barb. 632; *Brissac* v. *Lawrence*, 2 Blatch. 121, 124).

In answer to the suggestion that the Postmaster-General is a carrier of letters and liable for the loss of bank notes stolen therefrom by a sorter in the Post office, Lord Mansfield in giving judgment in *Whitfield* v. *Le Despencer* (2 Cowp. 764) says that "the "Post office is a branch of revenue, and a branch of police, "created by Act of Parliament. As a branch of revenue, there "are great receipts, but there is likewise a great surplus of be- "nefit and advantage to the public, arising from the fund. As a "branch of police it puts the whole correspondence of the king- "dom (for the exceptions are very trifling) under Government, "and entrusts the management and direction of it to the Crown, "and officers appointed by the Crown. There is no analogy, "therefore, between the case of the postmaster and a common "carrier..... (p. 765). As to an action on the case lying against "the party really offending, there can be no doubt of it; for "whoever does an act by which another person receives an in "jury, is liable in an action for the injury sustained. If the man "who receives a penny to carry the letters to the Post office "loses any of them he is answerable; so is the sorter in the bu- "siness of his department. So is the Postmaster for any fault "of his own..... (p. 766), but he is like all other public officers, "such as the Lords Commissioners of the Treasury, the Commis- "sioners of the Customs and Excise, the Auditors of the Exche- "quer, etc., who were never thought liable for any negligence "or misconduct of the inferior officers in their several depart- "ments."

The principle of the immunity of the state from liability for wrongs committed by its officers is well illustrated in the opinions of the Supreme Court of the United States in a number of cases to which reference has already been made.

Mr. Justice Story in delivering the opinion of the court in the case of *United States* v. *Kirkpatrick* (9 Wheaton, 735) says that "The general principle is that laches is not imputable to the "Government; and this maxim is founded, not in the notion of

" extraordinary prerogative, but upon a great public policy. The " Government can transact its business only through its agents, " and its fiscal operations are so various, and its agencies so nu- " merous and scattered, that the utmost vigilance would not save " the public from the most serious losses if the doctrine of laches " can be applied to its transactions."

This case was approved and followed in *Dox* v. *Postmaster-General*, 1 Peters, 318. In *Nichols* v. *United States*, 7 Wall. 126, Mr. Justice Davis, who delivered the opinion of the court, states the rule and the reason therefor as follows:—" The immunity of " the United States from suit is one of the main elements to be " considered in determining the merits of this controversy. Every " government has an inherent right to protect itself against suits. " and if, in the liberality of legislation, they are permitted, it is " only on such terms and conditions as are prescribed by statute. " The principle is fundamental, applies to every sovereign power, " and but for the protection which it affords, the Government " would be unable to perform the various duties for which it was " created. It would be impossible for it to collect revenue for its " support, without infinite embarrassments and delays, if it was " subject to civil process the same as a private person."

In the opinion of the court delivered by Mr. Justice Miller in *United States* v. *Gibbons* (8 Wallace, 274) we find the following:

" No government has ever held itself liable to individuals for " the misfeasance, laches or unauthorized exercise of power by " its officers and agents. In the language of Judge Story (Story " on Agency, s. 319) it does not undertake to guarantee to " any person the fidelity of any of the officers or agents whom it " employs, since that would involve it in all its operations in " endless embarrassments and difficulties and losses, which " would be subversive of the public interests.' (P. 275.) The " general principle which we have already stated as applicable " to all governments, forbids, on a policy imposed by necessity, " that they should hold themselves liable for unauthorized wrongs " inflicted by their officers on the citizen, though occurring while " engaged in the discharge of official duties."

The same judge, delivering the opinion of the court in a later case, in which a question as to the jurisdiction of the Court of Claims was involved, said (*Langford v. United States*, 101 U. S. R. 345):—

" While Congress might be willing to subject the Government " to the judicial enforcement of valid contracts, which could only

" be valid as against the United States when made by some " officer of the Government acting under lawful authority, with " power vested in him to make such contracts, or to do acts " which imply them, the very essence of a tort is that it is an " unlawful act, done in violation of the legal rights of some one. " For such acts, however high the position of the officer or agent " of the Government who did or commanded them, Congress did " not intend to subject the Government to the results of a suit " in that court. This policy is founded in wisdom, and is clearly " expressed in the act defining the jurisdiction of the Court, and " it would ill become us to fritter away the distinction between " actions *ex delicto* and actions *ex contractu* which is well under- " stood in our system of jurisprudence, and thereby subject the " Government to payment of damages for all the wrongs com- " mitted by its officers or agents, under a mistaken zeal, or ac- " tuated by less worthy motives."

It is, therefore, always to be borne in mind that for the wrong of the public officer there is no remedy against the state unless the legislature thereof has created the liability and given an appropriate remedy. Of such instances of "liberality of legislation" (to use a term found in the opinion of Mr. Justice Davis that has been cited) the statutes of Canada and other British colonies afford a considerable number of instances. (*The City of Quebec* v. *The Queen*, 2 Ex. C. R. 252); and in 17 Dalloz Rep. Jur., cap. 10, s. 1, Art. 5, p. 704, will be found a case where the owner of property stolen from a box in the custody of the Customs officers recovered from the administration the value thereof under the provisions of the Customs law of 1791. But there is no suggestion that there is in the case under consideration any statute to aid the plaintiffs. Mr. Curran, for them, pointed out that the case differed from the storage of goods in a bonded warehouse, in which case the importer may exercise his option to leave the goods in the warehouse or not, but that in such a case as the present he has no option, but must submit to having his goods taken to the Examining warehouse to be examined by the officers of the Customs. That is, no doubt, true, and it might be an element to take into consideration if the case depended upon the law applicable to bailees. But we have seen that in such a case the Crown is not a bailee. The temporary control and custody of goods imported into Canada, which the law gives to the officers of the Customs to the end that such goods may be examined and appraised, is given for the purpose of the better securing the col-

lection of the public revenues. Without such a power the state would be exposed to frauds against which it would be impossible to protect itself. For the loss of any goods while so in the custody of the Customs officers the law affords no remedy except such as the injured person may have against the officer through whose personal negligence or act the loss happens.

There is another aspect of the case to which it is necessary briefly to refer. If the finding of the court had been as the counsel for the Crown contended it might have been, that the diamonds were stolen before the 21st of February, 1890, it is evident that there was at the time nothing in respect of which any duties were payable, and the plaintiffs would I think have been entitled to a return of the duties paid by them. The plaintiffs' case supported, perhaps, as we have seen by the weight of evidence, was, however, that the theft was committed while the goods were in the Examining warehouse. In that view of the facts of the case, and it is the view in which it is to be disposed of, the duties were rightly paid. There will be judgment for the defendant, and the costs will as usual follow the event.

Curran & Grenier for the plaintiffs.

O'Connor, Hogg & Balderson for the Crown.

ELECTION DE L'ISLET POUR L'ASSEMBLÉE LEGISLATIVE DE QUEBEC.

DÉCOMPTE DES BULLETINS FAIT PAR LE JUGE PELLETIER, LE 17 MARS 1892.

Bulletins mis de côté :

1o. Bulletin ne portant pas les initiales du sous-officier-rapporteur, comme n'étant pas semblable aux autres bulletins.

2o. Bulletin ne portant pas les initiales du sous-officier-rapporteur et ne contenant que le nom d'un seul candidat, le reste du bulletin ayant été enlevé avec le talon par erreur évidente, comme non semblable aux autres bulletins.

Bulletins admis :

1o. Bulletin marqué d'une croix à gauche du nom du candidat.

2o. Bulletin marqué d'une croix à droite mais au-dessus de la ligne du compartiment où est inscrit le nom de M. Casgrain, l'intention du voteur étant de voter pour M. Casgrain, le bulletin ne contenant que deux noms de candidats.

3o. Bulletin marqué d'une croix sur le nom même du candidat.

4o. Bulletins marqués d'une croix faite de plusieurs barres, mais faisant voir l'intention honnête du candidat de voter sans se faire connaître.

PROCEEDINGS IN APPEAL.—MONTREAL.

Tuesday, March 15.

Carrière & Beaudry.—Heard on appeal from judgment of Superior Court, Montreal, Tait, J., April 3, 1890.—C. A. V.

Jetté & Crevier.—Heard on appeal from judgment of Court of Review, Montreal, March 31, 1890.—C. A. V.

Burland & Cushing.—Settled out of Court.

McLaren & Laperrière.—Heard on appeal from judgment of the Superior Court, Montreal, Jetté, J., Jan. 11, 1890.—C. A. V.

Canada Shipping Co. & Davidson.—Heard on appeal from judgment of Superior Court, Montreal, Pagnuelo. J., May 30, 1890.—C. A. V.

Wednesday, March 16.

Dechêne & City of Montreal.—Heard on appeal from judgment of Superior Court, Montreal, de Lorimier, J., Nov. 11, 1890.—C. A. V.

Picault & Guyon Lemoine.—A. & W. Robertson, attorneys for respondent, file suggestion of the death of Pierre Guyon Lemoine. respondent, and of P. E. Picault. appellant.

Dolan & Baker.—Heard on appeal from judgment of Superior Court, Montreal, Taschereau, J., March 8, 1890.—C. A. V.

Canadian Pacific R. Co. & Couture.—Part heard on appeal from judgment of Court of Review, Montreal, Dec. 30, 1890.

Thursday, March 17.

Malo & Gravel.—Heard on appeal from judgment of Superior Court, Montreal, Gill, J., June 7, 1890.—C. A. V.

McBean & Marler.—Part heard on appeal from judgment of Superior Court, Montreal, Jetté, J., June 30, 1890.

Friday, March 18.

McBean & Marler.—Hearing concluded.—C. A. V.

Ahern & U. S. Life Insurance Co.—Heard on appeal from

judgment of Superior Court, Montreal, Mathieu, J., June 11, 1889.—C. A. V.

Chouinard & Berczy.—Appeal dismissed, the appellant not appearing.

De Gagné & Davidson: Tremblay & Davidson.—Part heard on appeal from judgments of the Superior Court, Montreal, Tait, J., Oct. 10, 1890.

Saturday, March 19.

C. P. R. Co. & Couture.—Hearing concluded.—C.A.V.

Cie Chemin de fer Atlantique Canadien & Trudeau.—Heard on appeal from judgment of the Court of Review, Montreal, Jan. 13, 1890.—C. A. V.

Monday, March 21.

De Gagné & Davidson.—Hearing concluded.—C. A. V.

Tremblay & Davidson.—Hearing concluded.—C. A. V.

Auger et al. & Labonté et al.—Part heard on appeal from judgment of Superior Court, Montreal, Pagnuelo, J., Jan. 16, 1892.

Tuesday, March 22.

Scott & McCaffrey.—Heard on appeal from judgments of Superior Court, district of Bedford, Lynch, J., May 2, 1890.—C. A. V.

Lafontaine & Beauchemin.—Heard on appeal from judgment of Superior Court, district of Bedford, Tait, J., Dec. 4, 1889.—C. A. V.

Gilmour & Letourneux.—Part heard on appeal from judgment of Superior Court, district of Bedford, Lynch, J., Nov. 5, 1890.

Wednesday, March 23.

Gilmour & Letourneux.—Hearing concluded.—C. A. V.

Huot & Noiseux: Noiseux & Huot.—Heard on appeal and cross appeal from judgment of Superior Court, St. Hyacinthe, April 21, 1890.—C. A. V.

Clément & Corporation of St. Scholastique.—Heard on appeal from judgment of Superior Court, Terrebonne, Taschereau, J., March 23, 1892.—C. A. V.

Thursday, March 24.

Carter & McCaffrey.—Judgment reversed and action dismissed with costs.

Marsan & Gaudet.—Judgment reversed, Tait, J., *ad hoc*, diss.

Menard dit Bonenfant & Bryson.—Reversed.

Mongenais & Allan.—Confirmed, with a modification of *motifs.*

Plante & Corporation St. Jean de Matha.—Confirmed.

Canada Investment & Agency Co. & McGregor.—Reversed.

McGregor & Canada Investment and Agency Co.—Cross appeal dismissed.

Church & Bernier.—Reversed.

Vipond & Tiffin.—Confirmed.

Shaw & Norman.—Reversed.

Prieur & de Gaspé.—Reversed, with modification; defendant paying costs in Circuit Court; appeal maintained with costs.

Auger et al. & Labonté et al.—Hearing concluded.—C. A. V.

Saturday, March 26.

Dickinson & Canada Bank Note Co.—The appellant not appearing, appeal dismissed.

Desjardins & Bruchesi.—Motion for leave to appeal from interlocutory judgment; plaintiff files *désistement. Acte* granted. Appeal allowed with costs of petition against plaintiff.

City of Montreal & Carr.—Appeal declared abandoned, no proceedings having been had for more than a year.

Rafter & Knowles.—Same order.

Hobbs & Simpson.—Same order.

Union des Abbatoirs & Ville de St. Henri.—Heard on appeal from judgment of Superior Court, Montreal, Cimon, J., April 25, 1890.—C. A. V.

Goldie & Beauchemin & Rasconi.—Heard on appeal from two judgments of Superior Court, Montreal, the first, an interlocutory, Mathieu, J., April 11, 1890; the second on the merits, Wurtele, J., Nov. 17, 1890.—C. A. V.

The Court adjourned to 16th May.

Délibérés after March Term.

From January term:—Vallée & Préfontaine; Dufresne & Préfontaine.

From February term:—Cadieux & Taché; C. P. R. Co. & Collins; C. P. R. Co. & Larmonth; Desorcy & Morin; Corporation St. Ours & Morin; Stewart & St. Ann's Mutual Building Society; Lefebvre & Magnan; Canadian Bank of Commerce & Stevenson; Brown & Leclerc; Corporation de Longueuil & Prefontaine.

From March term:—Carrière & Beaudry; Jetté & Crevier; Maclaren & Laperrière; Canada Shipping Co. & Davidson;

Dechêne & City of Montreal; Dolan & Baker; Malo & Gravel; McBean & Marler; Ahern & U. S. Life Insurance Co.; C. P. R. Co. & Couture; Canada Atlantic R. Co. & Trudeau; De Gagné & Davidson; Tremblay & Davidson; Lafontaine & Beauchemin; Gilmour & Letourneux; Huot & Noiseux; Noiseux & Huot; Clément & Corporation Ste. Scholastique; Auger & Labonté; Union des Abattoirs & Ville St. Henri; Goldie & Beauchemin & Rasconi.

RECENT ONTARIO DECISIONS.

Libel—Poster advertising account for sale—Justification.

The defendants M. & B., merchants, placed in the hands of the defendant A., a collector of debts, an account against the plaintiff Sarah G., wife of the plaintiff John G., for collection, well knowing the method of collection adopted by A., who, after a threatening letter to Sarah G., which did not evoke payment, caused to be posted up conspicuously in several parts of the city where the plaintiffs lived a yellow poster advertising a number of accounts for sale, among them being one against "Mrs. J. Green (the plaintiff), Princess Street, dry goods bill, $59.35." The evidence showed that Sarah G. owed the defendants M. & B., $24.33 only.

Held, that the publication was libellous and could only be justified by showing its truth; and as the defendants had failed to show that Sarah G., was indebted in the sum mentioned in the poster, they were liable in damages.—*Green* v. *Minnes*, Queen's Bench Division, Feb. 27, 1892.

Negligence—Accident—Liability of hotel-keeper—Trap-door.

The plaintiff went into defendant's hotel on Sunday as a customer. He had been there several times before. In passing through the building to go to the urinal he fell through an open trap-door which had been left unguarded, and received injuries.

Held, that he was entitled to damages from the defendant.—*Hasson* v. *Wood*, Chancery Division, March 29, 1892.

Winding-up proceedings—Liquidator's commission—Allowance of commission on set-offs.

Held, that in fixing the liquidator's commission in winding-up

proceedings of an insolvent bank, it is proper to take into consideration amounts adjusted or set off, but not actually received by the liquidators; and in this case a commission of 2¼ per cent. having been allowed on the gross amount of moneys actually collected, a further commission of 1¼ per cent. on a sum of $231,000, consisting of amounts adjusted or set off, was allowed.—*Re Central Bank. Lye's claim*, Chancery Division, March 28, 1892.

Criminal law—Hearing before magistrate—Refusal to admit evidence—Mandamus.

At the hearing of a criminal charge before a magistrate, evidence given before a special committee of the House of Commons and taken down by stenographers, was tendered before the magistrate and refused by him.

Held, that the Court had no power to grant a mandamus to the county judge directing him to receive such evidence.—*Reg.* v. *Connolly*, Common Pleas Division, Dec. 24, 1891.

SUPERIOR COURT—MONTREAL.

Arrest as a dangerous lunatic—Probable cause—Damages.

Held:—1. That arrest and privation of liberty on the charge of being a dangerous lunatic, although such charge does not involve any moral turpitude, entitles the person so arrested to damages, if the proceedings be taken without reasonable or probable cause.

2. Where an information was laid by the defendant against a person as a dangerous lunatic, without the consent or knowledge of his friends and relatives, and it appeared that the person had always been perfectly harmless, and that defendant's apparent motive was to oust him from the house occupied by him, which belonged to the defendant, it was held that the proceedings were instituted without probable cause, and damages were awarded.—*Genereux* v. *Murphy*, in Review, Johnson, C.J., Mathieu, Wurtele, JJ. (Mathieu, J. diss.), May 30, 1891.

Libel by newspaper—Justification—Facts grossly misstated—Costs.

Held:—1. A plea of justification, to an action against a newspaper for libel, cannot be supported, where it appears that the facts were grossly misstated, but without malice, in the article

complained of; as where it was stated that a collision between vehicles was caused by the plaintiff's intoxicated condition, and the proof showed that he was not intoxicated, and not to blame for the collision.

2. In an action for libel, where the plaintiff obtains judgment for part of the amount claimed, he cannot be charged with any part of the costs, unless there has been a tender by the defendant. —*Turgeon* v. *Wurtele*, in Review, Johnson, C.J., Mathieu, Pagnuelo, J.J., (Mathieu, J., diss. as to costs), May 30, 1891.

Surety—Obligation with a term—Insolvency of principal debtor—Arts. 1933, 1934, *C. C.*

Held:—That a surety whose obligation is limited to the capital of the debt, is entitled to the benefit of the term stipulated for payment, notwithstanding the insolvency of the principal debtor. —*McCulloch* v. *Barclay et al.*, de Lorimier, J., June 30, 1891.

INSOLVENT NOTICES.

Quebec Official Gazette, April 2, 9, 16.

Judicial Abandonments.

BLACKSON, Samuel, jeweller, Montreal, April 2.

CHARLEBOIS, Charles, founder, Lachute, March 31.

FOURNIER, Jos., printer, Montreal, April 6.

FRIEDMAN, Nathan, Montreal, April 5.

GOURDEAU, Hermine, Chicoutimi, doing business as Geo. Delisle & Co., March 28.

GREGOIRE, Olymphe, Ste. Luce, doing business as Hug. Laberge & Co., March 28.

GROTHÉ, L. O., Montreal, doing business as L. O. Grothé & Co., March 21.

LEVI, Raphael, St. John's, April 2.

METCALFE, R. H., Aubrey, March 3.

Curators Appointed.

BEAUCHAMP, W. H. N.—Bilodeau & Renaud, Montreal, joint curator, April 13.

BLACKSON, Samuel.—W. A. Caldwell, Montreal, curator, April 16.

DESCHÊNES, George Honoré, St. Epiphane.—P. Langlais, N.P., Fraserville, curator, April 5.

FRIEDMAN, Nathan.—W. A. Caldwell, Montreal, curator, April 16.

GERMAIN & Co., D. N., Montreal.—Kent & Turcotte, Montreal, joint curator, April 9.

GROTHÉ & Co., L. O.—Kent & Turcotte, Montreal, joint curator, March 30.

LABERGE & Co., Aug., Ste. Luce.—H. A. Bedard, Quebec, curator, April 5.

LAVERGNE, Jos. Elz., Ste. Louise.—H. A. Bedard, Quebec, curator, March 26.

LEMAY, J. N. F., St. Côme.—H. A. Bedard, Quebec, curator, March 21.

LEVI, R., St. John's.—F. W. Radford, Montreal, curator, April 12.

METCALFE, R. H.—L. G. G. Beliveau, Montreal, curator, April 9.

PELLETIER, Joseph, St. Jean Port Joli.—H. A. Bedard, Quebec, curator, March 26.

SOUCY & Co., E., Quebec.—J. A. Turgeon, Quebec, curator March 14.

Dividends.

ALLARD, J. A., Montreal.—First and final dividend, payable April 21, C. Desmarteau, Montreal, curator.

AUCLAIRE, J. J., Montreal.—First and final dividend, payable April 19, C. Desmarteau, Montreal, curator.

BOIVIN, George, Quebec.—First and final dividend, payable April 19, N. Matte, Quebec, curator.

BOURKE, J. E., St. Jean.—Second & final dividend, payable April 15, Lamarche & Olivier, Montreal, joint curator.

CHAMPOUX, Joseph, Joliette.—First and final dividend, payable April 20, D. Seath and A. Turcotte, Montreal, joint curator.

CLÉMENT, Max., Quebec.—First dividend, payable April 13, D. Arcand, Quebec, curator.

CLÉMENT & Boivin, Quebec.—First dividend, payable April 13, D. Arcand, Quebec, curator.

CRAVEN & Co., W. A., Montreal.—First and final dividend, payable July 2, A. F. Riddell, Montreal, curator.

CUINAT, F. X., Montreal.—First and final dividend, payable April 26, C. Desmarteau, Montreal, curator.

DAOUST, F. X., Montreal.—First and final dividend, payable April 19, C. Desmarteau, Montreal, curator.

FARLEY, Frank, Bulstrode.—First and final dividend, payable May 10, A. Quesnel, Arthabaskaville, curator.

GIROUX & Cie., Jules.—First and final dividend, payable April 28, J. M. Marcotte, Montreal, curator.

GODBOUT, F. X.—First and final dividend, payable April 24, P. J. G. Labbé, Quebec, curator.

GOUIN & Gouin, Three Rivers.—Amended dividend, payable April 20, T. E. Normand, Three Rivers, curator.

HOOD, Mann & Co., Montreal.—First and final dividend, payable April 13, W. A. Caldwell, Montreal, curator.

HUDON, Pierre, Montreal.—First dividend, payable April 18, A. F. Riddell, Montreal, curator.

LEBLANC, John, Carleton.—First and final dividend, payable April 19, H. A. Bedard, Quebec, curator.

LEBLANC, Mary Jane, Carleton.—First and final dividend, payable April 26, H. A. Bedard, Quebec, curator.

MARCEAU, Jr., Evariste, Quebec.—First and final dividend, payable April 25, N. Matte, Quebec, curator.

MARTIN, A. J.—First dividend, payable April 13, Bilodeau & Renaud, Montreal, joint curator.

PAQUET, Antoine, Quebec.—First and final dividend, payable April 19, H. A. Bedard, Quebec, curator.

PAYNE, George.—Dividend, payable April 28, S. C. Fatt, Montreal, curator.

PITON, Alph., Quebec.—First and final dividend (9½c.), payable April 25, G. Darveau, Quebec, curator.

QUEVILLON & Lamoureux.—Second and final dividend, payable May 4, Millier & Griffith, Sherbrooke, joint curator.

ROBERTSON, Richard.—Dividend, L. P. Le Bel, New Carlisle, curator.

STEWART, George, Montreal.—Second and final dividend, payable May 3, C. Desmarteau, Montreal, curator.

TRUDEAU & Bro., Stanbridge Station.—First and final dividend, payable April 18, E. N. Morgan, Bedford, curator.

THE LAW OF GAMING.—Lord Herschell's bill to amend the law of gaming and wagering under 8 & 9 Vict. c. 109. s. 18, by getting rid of the judge-made law of *Read* v. *Anderson*, 53 Law J. Rep. Q. B. 532, has passed the House of Commons, and will probably become law. Section 18 of 8 & 9 Vict. c. 109. enacts that all contracts or agreements by way of gaming or wagering shall be null and void, but in *Read* v. *Anderson* Lord Justice Bowen saw his way to holding that lost bets made by turf commission agents could be recovered by the agents from their principals, notwithstanding the revocation of the authority to pay them. Lord Esher emphatically dissented from this judgment, to which Lord Justice Fry silently assented. Sir James Stephen, both when on the bench and (in the *Nineteenth Century*) after his retirement, pointed out the unsoundness of the judgment, and so did the late Mr. Justice Manisty, in *Cohen* v. *Kittell*, 58 Law J. Rep. Q. B. 241.—*Law Journal* (London.)