The Legal News.

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LE SECRET DES LETTRES.

La conférence des avocats, en France, a été saisie de cette question :

"Le mari a-t-il le droit d'ouvrir les lettres adressées à sa femme ?"

La conférence a répondu affirmativement. Cela occupe depuis quelques jours toute la presse française.

La lettre suivante a été adressée au directeur d'un journal par M. Allou, sénateur, ancien bâtonnier de l'ordre des avocats :

Vous me demandez une consultation sur la question à la mode : Le mari a-t-il le droit de décacheter les lettres adressées à sa femme ou écrites par elle ?

La réponse me semble facile.

Dans le cours ordinaire de la vie, les lettres destinées à la femme lui sont remises directement, elle les ouvre. Si le ménage est un peu solennel et guindé, la femme rend tout simplement compte à son mari de ce qu'elles contiennent, si les relations sont délicates et affectueuses, la femme passe les lettres, tout ouvertes, à celui pour lequel elle n'a pas de secrets. Quant aux lettres expédiées par la femme les choses se passent absolument de même.

Mais aux heures de crise, lorsque naissent les noirs soupçons, même les simples inquiétudes, le mari peut-il s'emparer des lettres de sa femme ? La question est singulière à poser en théorie. C'est le fait brutal qui la tranchera toujours : les tiroirs seront forcés, le buvard sera fouillé, les serrures voleront en l'air, la femme de chambre sera contrainte de livrer la lettre qu'elle emporte. Il n'y a pas de règle qui tienne. Mais enfin le mari, puisqu'on veut raisonner, a-t-il le droit de se comporter ainsi ?

Incontestablement oui.

La puissance maritale, qui est le fondement nécessaire de l'association conjugale, est bien là dans sa sphère. Elle comporte le contrôle de la conduite de la femme, et l'examen de la correspondance est une des formes naturelles, légitimes, de ce contrôle. Si l'acte violent du mari est justifié par la lecture d'une lettre saisie, de quoi se plaindrait la femme ? S'il ne l'est pas, de quoi se plaindrait-elle encore, en présence du mari confus et d'un entraînement qui n'est qu'une forme de la tendresse et de la jalousie ?

La question s'est plus d'une fois posée juridiquement, dans les procès de séparation de corps. La femme a voulu souvent arguer du droit du destinataire d'une lettre et en rester seul propriétaire, en s'opposant à ce que lecture fut donnée, en justice, de lettres par elle reçues ou par elle écrites, les tribunaux ont toujours reconnu et affirmé, à titre d'exception des règles générales de la propriété en matière de correspondance, que le droit du mari était complet et qu'il n'y pouvait pas être apporté d'obstacles.

Voilà, il me semble, à quels termes se ramène ce grave problème, où l'on risque de rencontrer, à peu près unanimement, les femmes d'un côté et les maris de l'autre : mais je crois que c'est du côté des maris qu'est la vérité et le droit ; avec le tempérament, bien entendu, du tact, de la mesure, du bon goût, s'il y a encore un peu de place pour tout cela dans la vie d'aujourd'hui.

COMMUNICATIONS ÉCHANGÉES ENTRE UN AVOCAT ET SON CLIENT.

M. le procureur général près la Cour d'appel de Rennes s'est pourvu devant la Cour contre une décision rendue par le Conseil de l'ordre des avocats d'un des tribunaux du ressort, dans des circonstances particulièrement intéressantes.

M. X.. plaida il y a quelques années une affaire devant le Tribunal de Z.. et la perdit. Cela arrive.

Il écrivit donc à son client pour lui apprendre la fâcheuse issue du procès, et, en son bon droit ayant toujours confiance, n'hésita pas à mettre en doute l'impartialité du président du Tribunal.

"Le président, écrivait-il, ne dédaigne pas, vous le savez, les bénéfices acquis dans le négoce. Il est en relations d'affaires avec votre adversaire ; il eût été surprenant qu'il ne lui donnât pas raison !"

Plusieurs années s'étaient écoulées, et M. X.. avait oublié les amertumes de sa cause perdue, lorsque son client trépassa.

M. X.. en fut affligé et il était près de s'en consoler quand il apprit des choses singulières.

Le notaire chargé de l'inventaire des biens du feu client avait trouvé la lettre écrite jadis par M. X.., et mû par un inappréciable sentiment, s'était empressé de l'aller remettre entre les mains du président incriminé.

Celui-ci la communiqua aussitôt au parquet sur la plainte duquel M. X.. fut traduit devant l'ordre des avocats de Z.., qui déclara que le caractère confidentiel de la lettre mettait son auteur en dehors de tout blâme ou de toute peine disciplinaire.

Le parquet de première instance interjeta appel contre cette décision et l'affaire venait jeudi 7 mars devant la Cour d'appel de Rennes toutes chambres réunies.

L'arrêt de la Cour, que nous publierons prochainement, a confirmé la décision du Conseil de l'ordre.

D'autre part, Me X...., estimant sans doute que seul le triomphe complet est un triomphe, a assigné le notaire en dommages-intérêts devant le Tribunal civil.—*Gaz. du Pal.*

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, Feb. 7, 1880.

Before SIR JAMES W. COLVILE, SIR BARNES PEACOCK, SIR MONTAGUE E. SMITH, SIR ROBERT P. COLLIER.

GOLDRING v. LA BANQUE D'HOCHELAGA.

Capias—C. C. P. 822—Appeal to Privy Council.

HELD:—*Where a defendant has appealed to the Court of Queen's Bench (under Art. 822 C. C. P.) from a judgment rejecting his application to be discharged from custody under a writ of capias, that the judgment of the Court of Queen's Bench on such appeal is in the nature of an interlocutory order, and an appeal does not lie therefrom to Her Majesty in Her Privy Council.*

The following judgment was delivered by the Lords of the Judicial Committee of the Privy Council, on the petition for leave to rescind the order granting leave to appeal from the judgment of the Court of Queen's Bench, Montreal, reported in 2 Leg. News, p. 232. (The decision of their lordships was briefly noticed in 3 Leg. News, p. 49.)

PER CURIAM. Their lordships, upon the best consideration they can give to this case, are of opinion that it is not one in which it was competent to the Court of Queen's Bench to grant the leave to appeal. The 1178th Article of the Code of Procedure is precise, that an appeal lies to Her Majesty in Her Privy Council from final judgments rendered in appeal or error by the Court of Queen's Bench. Then it gives the cases in which the appeal is allowed. There is no express provision for the allowance of such an appeal from an interlocutory order. The argument in support of the order of the Court has proceeded chiefly upon Art. 822 of the same Code, which is one of those which relate to procedure in respect of writs of capias. That article appears to their lordships clearly to imply that the decisions to which it relates are no more than interlocutory orders. If the decision of the Superior Court on the matter therein referred to had been regarded as a final judgment, there would have been no necessity to give by this article special leave to appeal, because it would have been appealable under Art. 1115, as pointed out by Mr. Digby. The real object of the article is to make special provision for an appeal to the Court of Queen's Bench from an interlocutory order of a particular kind. The Code gives by Art. 1116 an appeal against certain other interlocutory judgments, but in these cases Art. 1119 provides that there must be a preliminary motion before the Appellate Court, in order that that court may decide whether the particular judgment falls properly within the terms of Art. 1116. But an appeal from an interlocutory judgment under Art. 822 was not to be subject to that provision, and hence the necessity for that article.

The judgment of the Court of Queen's Bench upon a judgment of the Superior Court in this matter, cannot be regarded as a final judgment within the meaning of Art. 1178, unless it can be shown that proceedings

under the provisions of Art. 796 and the subsequent Articles of the Code which relate to the particular subject of *capias ad respondendum*, are so severed from the general suit that they are to be treated as something separate in their nature, and not as incident to the suit. Their lordships are of opinion that the Code has not expressed that they are to be so treated, and that from their nature they are merely incidental to the suit and in the nature of process therein. They are, therefore, of opinion that the judgment of the Queen's Bench, which is the subject of this appeal, is not a final judgment within the meaning of the Code, and consequently that the appeal has not been regularly brought before Her Majesty in Council.

It has been suggested that their lordships may now recommend Her Majesty to grant, as they have unquestionably power to do, special leave to appeal; but they are of opinion that there are not before them sufficient grounds for making such a recommendation. They, therefore, think that the prayer of this petition must be granted; but, considering that the point is novel, and that the Court of Queen's Bench has seen fit to allow this appeal, they do not think it is a case for costs. Their lordships will, therefore, humbly advise Her Majesty accordingly.

COUR DE CIRCUIT.

ARTHABASKA, 24 février 1887.

Coram PLAMONDON, J.

LA CORPORATION DE LA PAROISSE DE ST-FORTUNAT DE WOLFESTOWN v. RAINVILLE, et LAPIERRE et al., tiers-opposants.

Art. 1067 *C.M.—Homologation d'un procès-verbal par le Bureau des délégués—Appel à la Cour de Circuit—Mis en cause des requérants—Tierce-opposition.*

JUGÉ:—*Que sur l'appel d'une décision d'un bureau de délégués homologuant un procès-verbal, tous les requérants au procès-verbal doivent être mis en cause, à défaut de quoi un jugement de la Cour de Circuit, cassant tel procès-verbal sera déclaré nul et le procès-verbal maintenu avec dépens contre les appelants sur la production d'une tierce opposition par les requérants, même si plusieurs d'entre eux ont déjà donné un commencement d'exécution au jugement ainsi rendu.*

En 1885, environ quarante contribuables de St-Fortunat, comté de Wolfe, et de Chester-Est, comté d'Arthabaska, demandèrent par requête, au conseil de comté d'Arthabaska, l'ouverture d'un chemin de six milles de longueur, entre ces deux municipalités, afin de faciliter des communications jusqu'alors presqu'impossibles.

Le surintendant fit un rapport ou procès-verbal favorable, qui fut homologué par un bureau de délégués des deux comtés intéressés, ordonnant l'ouverture du chemin aux dépens des corporations municipales de St-Fortunat et de Chester-Est.

Celles-ci se pourvurent en appel devant la Cour de Circuit d'Arthabaska, se contentant de faire signifier leur bref d'appel au secrétaire du bureau des délégués et aux secrétaires des deux comtés, sans mettre chacun des intéressés en cause personnellement.

Il en résulta un jugement de la Cour cassant le procès-verbal homologué par le bureau des délégués avec dépens contre les requérants qui se trouvaient ainsi à perdre leur chemin et à payer des frais considérables.

Enfin, après plusieurs mois pendant lesquels certains requérants avaient payé leur part de frais, tous se pourvurent contre les municipalités appelantes, par voie de tierce-opposition, alléguant qu'en vertu de l'article 1067 du Code Municipal, le procès-verbal homologué par les délégués n'aurait pas dû être cassé sans que tous les intéressés eussent été individuellement mis en cause par la signification du bref d'appel, et que par conséquent ce jugement devait être annulé et l'ouverture du chemin ordonné de nouveau.

C'est précisément ce que la Cour de Circuit d'Arthabaska vient de décider en maintenant cette tierce-opposition avec dépens contre les municipalités.

J. H. N. Richard, avocat des tiers-opposants.

Laurier & Lavergne, avocats des municipalités.

(J. J. B.)

*SUPERIOR COURT—MONTREAL.**

Father and children—Maintenance—Fault of father—C. C. 166.

Held, That the obligation of children to maintain their father, mother and other ascendants who are in want (C. C. 166), does not cease when the necessitous condition of the parent is caused by his own fault. The intemperance of an aged father does not constitute a valid ground for refusing to maintain him. *Arless* v. *Arless et al.*, In Review, Johnson, Gill, Loranger, JJ., Jan. 31, 1887.

Obligation with term—Loan of money at interest—C. C. 1091.

Held, Where money is loaned at interest, the term is presumed to be stipulated in favor of the creditor as well as of the debtor. *Ouimet* v. *Ménard*, in Review, Johnson, Papineau, Loranger, JJ., June 12, 1886.

COURT OF QUEEN'S BENCH—MONTREAL.†

Master and Servant—Personal Injuries—Negligence of Foreman.

The plaintiff (respondent) was employed in one of two gangs of men who were engaged in discharging defendant's steamship. After the gang to which plaintiff belonged had been dismissed for lunch, the foreman of the other gang called for volunteers to assist in removing a heavy iron girder. The respondent volunteered, and while assisting, was injured in consequence of the girder toppling over. The accident was attributable to the negligence of the foreman in charge.

Held, (affirming the decision of TORRANCE, J.) 1. That masters and employers are responsible for the fault and negligence of the foreman placed in authority by them, whether the damage be caused to a fellow servant or not.

2. The fact that the plaintiff, while in the employment of the defendants, volunteered for the particular service in which he was engaged when injured, does not relieve the employer from responsibility. *Allan et al.*, appellants, and *Pratt*, respond., March 18, '87.

* To appear in Montreal Law Reports, 3 S. C.

† To appear in Montreal Law Reports, 3 Q. B.

SUPREME COURT OF THE UNITED STATES.

March 7, 1887.

ACCIDENT INSURANCE COMPANY OF NORTH AMERICA v. CRANDAL.

Insurance—Accident—Suicide when insane.

An insurance against "bodily injuries, effected through external, accidental and violent means," and occasioning death or complete disability to do business, and conditioned not to "extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide or self-inflicted injuries," covers a death by hanging oneself while insane.

In error to the Circuit Court of the United States for the Northern District of Illinois. (See 9 Legal News, 138.)

This was an action against an accident insurance company upon a policy beginning thus: "In consideration of the warranties made in the application for this insurance, and of the sum of fifty dollars, this company hereby insures Edward M. Crandal, by occupation, profession or employment a president of the Crandal Manufacturing Company," in the sum of ten thousand dollars, for twelve months, ending May 23, 1885, payable to his wife, the original plaintiff, "within thirty days after sufficient proof that the insured at any time within the continuance of this policy shall have sustained bodily injuries, effected through external, accidental and violent means within the intent and meaning of this contract and the conditions hereunto annexed, and such injuries alone shall have occasioned death within ninety days from the happening thereof, or the insured shall sustain bodily injuries by means as aforesaid, which shall, independently of all other causes immediately and wholly disable and prevent him from the prosecution of any and every kind of business pertaining to the occupation under which he is insured, then on satisfactory proof of such injuries, he shall be indemnified against loss of time caused thereby in the sum of fifty dollars per week for such period of continuous total disability as shall immediately follow the accident and injuries

as aforesaid, not exceeding, however, twenty-six consecutive weeks from the time of the happening of such accident."

Then followed certain conditions, the material part of which was as follows: "Provided always that this insurance shall not extend to hernia nor to any bodily injury of which there shall be no external and visible sign; nor to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by the taking of poison, or by any surgical operation or medical or mechanical treatment; and no claim shall be made under this policy when the death or injury may have been caused by duelling, fighting, wrestling, unnecessary lifting, or by over-exertion, or by suicide, or by freezing, or sunstroke, or self-inflicted injuries."

The application was signed by the assured, and began as follows: "The undersigned hereby applies for a policy of insurance against bodily injuries effected through external and accidental violence, said policy to be based upon the following statement of facts, which I hereby warrant to be true."

The rest of the application consisted of fifteen numbered paragraphs, stating the name, age, residence and occupation of the applicant, the amount, term and payee of the policy applied for; affirming that he had never been "subject to fits, disorders of the brain, or any bodily or mental infirmity," that he had not "in contemplation any special journey or any hazardous undertaking," and that "his habits of life are correct and temperate;" and expressing his understanding of the effect of the insurance in several particulars, the last of which was as follows:

"15. I am aware that this insurance will not extend to hernia, nor to any bodily injury of which there shall be no external and visible sign, nor to any bodily injury happening directly or indirectly in consequence of disease, nor to death or disability caused wholly or in part by bodily infirmities or by disease, or by the taking of poison, or by any surgical operation or medical or mechanical treatment, nor in any case except when the accidental injury shall be the proximate and sole cause of disability or death."

The assured died July 7, 1884; and the plaintiff soon afterward gave to the defendant written notice and proofs of the death, which stated that the assured, while temporarily insane, hanged himself with a pair of suspenders attached to a door-knob in his bed-room. At the trial, the plaintiff introduced evidence that the death of the assured was caused by strangulation from his so hanging himself; and against the defendant's objection and exception, was permitted to introduce evidence tending to show that he was insane at the time. At the close of the plaintiff's evidence, the defendant moved the court to instruct the jury that under the law and the evidence in the case the plaintiff was not entitled to recover. The court over-ruled the motion, and the defendant excepted. The defendant then introduced evidence, and the case was argued to the jury.

The jury, under instructions to which no exception was taken, and in answer to specific questions from the court, returned a special verdict that Edward M. Crandal made the application; that the defendant issued the policy; that the premiums were fully paid, and the policy was in force at the time of his death; that he hanged himself on July 7, 1884, and thereof died on the same day; that he was insane at the time of his act of self-destruction; that due notice and proof of death were given to the defendant; and according to what, upon these facts, the opinion of the court in matter of law might be, found for the plaintiff in the full amount of the policy, or for the defendant. The court overruled a motion for a new trial, and rendered judgment on the verdict for the plaintiff. 27 Fed. Rep. 40. The defendant sued out this writ of error.

GRAY, J. (After stating the case as above reported). The refusal of the court to instruct the jury, at the close of the plaintiff's evidence, that she was not entitled to recover, cannot be assigned for error, because the defendant at the time of requesting such an instruction had not rested its case, but afterward went on and introduced evidence in its own behalf. *Grand Trunk Ry. Co.* v. *Cummings*, 106 U. S. 700; *Bradley* v. *Poole*, 98 Mass. 169. The subsequent instructions to

the jury were not excepted to. No error is assigned in the previous rulings upon evidence, except in the admission, against the defendant's objection and exception, of evidence tending to prove the insanity of the assured. The only other matter upon this record is whether the judgment for the plaintiff is supported by the special verdict, which finds, that while the policy was in force, the assured died by hanging himself, being at the time insane, and that due notice and proof of death were afterward given.

The single question to be decided therefore is whether a policy of insurance against "bodily injuries effected through external, accidental and violent means," and occasioning death or complete disability to do business; and providing that "this insurance shall not extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide, or self-inflicted injuries;" covers a death by hanging oneself while insane.

The decisions upon the effect of a policy of life insurance, which provides that it shall be void if the assured "shall die by suicide," or "shall die by his own hand," go far toward determining this question. This court, on full consideration of the conflicting authorities upon that subject, has repeatedly and uniformly held that such a provision, not containing the words "sane or insane," does not include a self-killing by an insane person, whether his unsoundness of mind is such as to prevent him from understanding the physical nature and consequences of his act, or only such as to prevent him, while foreseeing and premeditating its physical consequences, from understanding its moral nature and aspect. *Life Ins. Co.* v. *Terry*, 15 Wall. 580; *Bigelow* v. *Berkshire Ins. Co.* 93 U. S. 284; *Insurance Co.* v. *Rodel*, 95 id. 232; *Manhattan Ins. Co.* v. *Broughton*, 109 id. 121.

In the last case, which was one in which the assured hanged himself while insane, the court, repeating the words used by Mr. Justice Nelson, when chief justice of New York, said that "self-destruction by a fellow being bereft of reason can with no more propriety be ascribed to the act of his own hand than to the deadly instrument that may have been used by him for the purpose," and "was no more his act, in the sense of the law, than if he had been impelled by irresistible physical force." 109 U. S. 132; *Breasted* v. *Farmers Loan & Trust Co.*, 4 Hill, 73.

In a like case, Vice Chancellor Wood (since Lord Chancellor Hatherley) observed that the deceased was "subject to that which is really just as much an accident as if he had fallen from the top of a house." *Horn* v. *Anglo-Australian Ins. Co.*, 30 L. J. (N. S.) Ch. 511; S. C., 7 Jur. (N. S.) 673. And in another case, Chief Justice Appleton said that "the insane suicide no more dies by his own hand than the suicide by mistake or accident," and that under such a policy "death by the hands of the insured, whether by accident, mistake, or in a fit of insanity, is to be governed by one and the same rule." *Easterbrook* v. *Union Ins. Co.*, 54 Me. 224, 227, 229.

Many of the cases cited for the plaintiff in error are inconsistent with the settled law of this court, as shown by the decisions above mentioned.

In this state of the law there can be no doubt that the assured did not die "by suicide," within the meaning of this policy; and the same reasons are conclusive against holding that he died by "self-inflicted injuries." If self-killing, "suicide," "dying by his own hand," cannot be predicated of an insane person, no more can "self-inflicted injuries;" for in either case it was not his act.

Nor does the case come within the clause which provides that the insurance shall not extend to "death or disability which may have been caused wholly or in part by bodily infirmities or disease."

If insanity could be considered as coming within this clause, it would be doubtful, to say the least, whether under the rule of the law of insurance which attributes an injury or loss to its proximate cause only, and in view of the decisions in similar cases, the insanity of the assured, or any thing but the act of hanging himself, could be held to be the cause of his death. *Scheffer* v. *Railroad Co.*, 105 U. S. 249, 252; *Trew* v. *Railway Passengers' Assurance Co.*, 5 H. & N. 211, and 6 id. 839, 845; *Reynolds* v. *Accidental Ins. Co.*, 22 L. T. (N. S.) 820; *Winspear* v. *Accident Ins. Co.*, 42 id. 900; affirmed, 6 Q. B. Div. 42; *Lawrence* v. *Accidental Ins. Co.*, 7 id. 216, 221;

Scheiderer v. *Travellers' Ins. Co.*, 58 Wis. 13.

But the words "bodily infirmities or disease" do not include insanity. Although, as suggested by Mr. Justice Hunt in *Life Ins. Co.* v. *Terry*, 15 Wall. 589, insanity or unsoundness of mind often, if not always, is accompanied by or results from disease of the body, still in the common speech of mankind, mental are distinguished from bodily diseases. In the phrase "bodily infirmities or disease" the word "bodily" grammatically applies to "disease" as well as to "infirmities;" and it cannot but be so applied without disregarding the fundamental rule of interpretation, that policies of insurance are to be construed most strongly against the insurers who frame them. The prefix of "bodily" hardly affects the meaning of "infirmities," and it is difficult to conjecture any purpose in inserting it in this provision, other than to exclude mental disease from the enumeration of the causes of death or disability to which the insurance does not extend.

In the argument for the plaintiff in error some stress was laid on the fact that the concluding paragraph of the application differs in form of expression, so as to include mental as well as bodily diseases. It is by no means clear that this is so, but if it were, it would not affect the case. The whole application is not made part of the contract, and the only mention of it in the policy is in the opening words: "In consideration of the warranties made in the application for this insurance." This does not include all the statements in the application, but only those which are warranties. Some of them may be; others clearly are not. The statements as to the age, occupation, previous state of health and present habits of the assured, and as to his other insurance, may be warranties on his part. Those as to the amount, terms and payee of the policy applied for, certainly are not. The statements expressing his understanding of what will be the effect of the insurance are statements not of fact, but of law, and cannot control the legal construction of the policy afterward issued and accepted.

The death of the assured not having been the effect of any cause specified in the proviso of the policy, and not coming within any warranty in the application, the question recurs whether it is within the general words of the leading sentence of the policy, by which he is declared to be insured "against bodily injuries effected through external, accidental and violent means." This sentence does not, like the proviso, speak of what the injury is "caused by;" but it looks only to the "means" by which it is effected. No one doubts that hanging is a violent means of death. As it affects the body from without, it is external, just as suffocation by drowning was held to be in the cases of *Trew*, *Reynolds* and *Winspear*, above cited. And according to the decisions as to suicide under policies of life insurance, before referred to, it cannot, when done by an insane person, be held to be other than accidental.

The result is that the judgment of the Circuit Court in favor of the plaintiff was correct, and must be affirmed.

DOMINION APPOINTMENTS.

Queen's Counsel.

Malcolm MacLeod; John Ramsay Fleming; Frederick Thomas Judah; Augustus Barthélemi Cressé; Wilfrid Prévost; Joseph Duhamel; Louis Wilfrid Marchand; John Kennedy Elliott; Ernest Racicot; John L. Morris; L. A. Billy; Edouard Lefebvre de Bellefeuille; Charles Narcisse Hamel; Adolphe Fontaine; Alfred N. Charland; Louis Nathan Benjamin; François Xavier Archambault; Leonidas Heber Davidson; William Wilson; Joseph L. Terrill; Christopher Alphonse Geoffrion; Thomas Page Butler; Olivier M. Augé; John Cassie Hatton; Augustus Power; Charles Pentland; Louis Edouard Panneton; John Spratt Archibald; Henry B. Brown; Joseph Louis Archambault; Charles Darveau; Isidore Noël Belleau; François Xavier Drouin; Thomas Linière Taschereau; Hon. Charles L. Champagne; Edmund James Flynn; Joseph Moise Désilets; Hon. Elzéar Gérin; John S. Hall, Jr.; Pascal Vinceslas Taché; François J. Bisaillon; Charles J. Doherty; Thomas Chase Casgrain; Harry Abbott; C. A. Cornellier.

Speaker of Senate.

Hon. Josiah Burr Plumb, to be Speaker of the Senate.

INSOLVENT NOTICES, ETC.,

Quebec Official Gazette, April 9.

Judicial Abandonments.

Joseph Barnabé Leduc, trader, Pointe-aux-Trembles, April 1.

Max Kert, storekeeper, Buckingham, April 2.

Robert Mauger, trader, Ste. Adelaide de Pabos, March 26.

John Street, Montreal, March 31.

Félix Vachon, trader, l'Islet, April 2.

Curators appointed.

Re Louis Carpentier, Sorel.—Kent & Turcotte, Montreal, curator, April 6.

Re Emile Guenette, St. Hyacinthe.—Kent & Turcotte, Montreal, curator, April 4.

Re Duncan King, district of Ottawa.—J. H. Ireland, Montreal, and J. Kavanagh, Ottawa, curators, April 22, 1886.

Dividends.

Re L. J. O. Brunelle.—Dividend, payable April 27, P. E. Panneton, Three Rivers, curator.

Re Patrick Lynch, trader, St. Etienne de Beauharnois.—Dividend, payable May 9, D. Seath, Montreal, curator.

Re G. E. Robitaille, Sherbrooke.—First dividend, payable April 21, H. A. Bédard, curator.

Separation as to property.

Catherine Alix vs. Eloi Guilmette, St. Césaire. March 3.

Marie Elmire Turcotte vs. Napoléon Charette, laborer, Montreal, April 5.

GENERAL NOTES.

All who know Judge Bleckley and recall his long waving hair and beard will appreciate this story: He was on his way to the Supreme Court one morning, when he was accosted by a little street gamin, with an exceedingly dirty face, with a customary "Shine, sir?" He was quite importunate, and the judge, being impressed with the oppressive untidiness of the boy's face, said: "I don't want a shine, but if you will go wash your face I will give you a dime." "All right, sir." "Well, let me see you do it." The boy went over to an artesian hydrant and made his ablution. Returning, he held out his hand for the dime. The judge said: "Well, sir, you've earned your money, here it is." The boy said: "I don't want your money, old fellow; you take it and have your hair cut," saying which he scampered off. The judge thought it so good a story that he told it himself.—*Augusta Chronicle.*

Promptings of Heavenly Voices.—Probably the most singular defence ever heard in any court was raised the other day in a case at Chester Assizes. The action was a dispute about some shares which the defendant improperly detained from his aunt. On cross-examination the defendant said a voice in his ear told him—"Go with your aunt to fetch the shares." Counsel: Which ear was it? (Laughter). Defendant (seriously): The right ear. (Laughter). Was it a loud voice or a soft voice? Well, it was a voice I could understand very plainly. Do you think your aunt could hear it? (Laughter). I can't say. (Renewed laughter). Counsel (raising his voice): Was it as loud as I am speaking to you now? (Laughter). Defendant: Not quite. (Roars of laughter). The judge: Do you think it was a voice from heaven? That was what I thought it was. Your guardian angel, eh? I don't say so. Well, what do you say? I think it was a heavenly voice. (Laughter). The heavenly voice having told you to go with your aunt and fetch the shares, you thought you would go? I followed the precept. (Roars of laughter). You went with your aunt? Yes; I went with my aunt, and she gave me the shares freely, but I never asked for them. The judge: Well, if you did not want the shares, why, when she wanted them back, did you not let her have them? Because she carried on so, and behaved disrespectfully. The judge: Did the voice say, "Don't let her have them back?" (Laughter). No. Mr. McIntyre: Did the voice give you any other precept? Defendant: Many a time I have been under conviction, but not of that description. What description then was it? Defendant: That was more in regard to a turn from a sinful life to a better life. (Laughter). But have you been leading a very sinful life? No, not particularly sinful. But the heavenly voice thought you had, and advised you to give it up? Yes. (Laughter). The judge: So long as it is in that light I would not go further, but when a heavenly voice interferes in secular matters then we have a right to inquire into it. (Laughter). If the promptings of voices were once allowed to be raised in courts of justice as defences to actions, we expect they would speedily extend their interference in secular matters.—*Gibson's Law Notes.*

Stage Dress or Undress.—A preliminary injunction was recently granted but afterward dissolved, in England, restraining the lessee and manager of the Gaiety Theatre, from preventing the plaintiff, Miss Fay Templeton, from performing the part of Fernand in the play of Monte Cristo, in accordance with a contract entered into in November last; and also restraining him from employing anybody else to perform the part. *Gibson's Law Notes* says: "The affidavits disclosed that the defendant justified his dismissal of the plaintiff on the ground that she wore her dress improperly. This the plaintiff denied, and stated that the dress was supplied by the management. She also stated that when the lord chamberlain complained of the dresses in the piece being loud, she asked for another dress, but her request was not acceded to. Sashes were however supplied, and she said she had always worn one, but it appeared that the defendant alleged that this was not worn in the proper manner. Now, the whole gist of this application was undoubtedly the proper or improper mode of wearing the dress. Of course there are many ways of putting on a sash. But surely this is a question of fact which the judges should have decided. Why did their lordships not make Miss Templeton put on the dress in dispute and appear in court? The holy cardinals have set the example. Is there not an engraving in the shop windows representing the cardinals sitting in judgment on a dancing gypsy girl to decide on the propriety of the entertainment. Some of their faces certainly do not wear a judicial look. We should immensely enjoy being in court during the performance to see the faces of Mr. Justice Denman and Mr. Justice Matthews."

Mr. L. N. Benjamin, a member of the Montreal bar, who has been in ill-health for about a year past, died on Sunday, April 10. Mr. Benjamin was admitted to the bar in 1863, and his name appeared in the list of newly appointed Queen's Counsel published on the day preceding his decease.