The Legal News.

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The Montreal appeal list has taken a sudden bound since last term, 35 new cases having been inscribed. The roll was thus brought up to 98, being 8 in advance of the November term of last year. A noticeable feature of the list is the unusually large number of appeals from the country districts. Of the 98 inscriptions 35 are appeals from the country districts, as follows:—St. Francis, 12; Richelieu, 9; Terrebonne, 4; Iberville, 4; Joliette, 2; Bedford, 2; St. Hyacinthe, 1; Beauharnois, 1.

The fate of recent fugitives from the United States is not encouraging to those who may now be meditating or preparing for a bolt. Pitcher has been consigned to the penitentiary for seven years, and all his plunder taken from him. The judgment of Mr. Rioux in the *De Baun* case (*ante*, p. 323,) has been maintained by Mr. Justice Church, on a petition for *habeas corpus*, and the prisoner remanded to be surrendered in due course. The decision of Mr. Justice Church will appear in the Queen's Bench series of the Montreal Law Reports.

Mr. Clayton, an English solicitor, who is in his ninety-seventh year,—and apparently almost as sturdy as the old Roman wall in which he takes delight,—lately invited the Law Society to visit him in his domain near Newcastle. For miles the great Roman wall traverses his property, and he has caused the earth to be cleared away so that the magnificent monument is said to stand out in almost its original strength and solidity. The various double gates are clearly indicated. the holes in the stones in which the iron pivots worked being well preserved, while the ruts in the sills made by the wheels of the war chariots are distinctly marked. On either side of the gates are the guard-houses, while at regular intervals appear the foundations of the castles and camps which sheltered main bodies of the troops which were stationed along the line for the defence of the wall.

*COURT OF QUEEN'S BENCH, MONTREAL.**

Action en dénonciation de nouvel œuvre—Statutory Privilege to maintain toll-bridge—Infringement.

A statutory privilege was accorded (by 26 Vict., c. 32) to a person, his heirs and assigns, to levy tolls on a toll-bridge erected by him over a river, and by the statute according such privilege, it was enacted (sect. 10) "that "after the bridge shall be open for the use of "the public, no person shall erect or cause to "be erected any bridge or bridges, or maintain or cause to be maintained, any means "of communication for the carriage of any "person, cattle or carriage whatsoever, *for* "*hire*, across the said branch of the river Ya"maska, at the place above mentioned, any"where within one mile above and one mile "and-a-half below the said bridge, under "penalty, etc., provided that nothing in this "Act shall be construed to deprive the pub"lic of the right of crossing the said river "within the limits aforesaid, by fording, or "in canoes or otherwise, without payment." A large number of persons built a subscription bridge within the limits of the statutory privilege, avowedly with the object of avoiding the use of the toll-bridge and depriving the owner of the benefit of his privilege.

Held:—That this was an indirect mode of defeating the statutory privilege, and that the defendants should be condemned to demolish the bridge by them constructed.—*Girard & Bélanger et al.*, Monk, Taschereau, Ramsay, Sanborn, Loranger, JJ., Sept. 22, 1874.

Libel in newspaper and libel in pleadings—Incidental demand—Evidence as to truth of libel—Evidence of previous character of plaintiff—Verdict of jury in libel cases—Excessive award—Absence of material witness—Affidavit of juror as to motives of other jurors—Readings of unproved newspaper report to jury.

Held:—1. That an incidental demand is

* To appear in Montreal Law Reports, 4 Q. B.

sufficiently *libellée* if, instead of setting out at length a libel complained of, it refers to an answer to plea immediately preceding, as forming part thereof.

2. That an incidental demand will not be rejected as illegally filed because it is not accompanied by a petition as required by Art. 152 C.C.P.

3. That under the laws of this Province an action lies for libellous allegations contained in pleadings.

4. That a plaintiff in an action for libel who is attacked by an additional libel in the plea to his action, may proceed by incidental demand in order to obtain a condemnation for this additional libel.

5. That when the defendants in a jury trial have issued a *venire facias*, attended at the striking of the panel, proceeded to trial, and taken their chance of a favorable verdict, they cannot afterwards obtain a new trial on account of alleged defects in the assignment of facts for the jury.

6. That a new trial will not be granted because a material witness was absent, although he was duly subpœnaed and the proper conduct money was tendered him, when the party who called him neglected to apply for a postponement of the trial.

7. That evidence tendered by the defendant in an action of libel as to the previous conduct and character of the plaintiff was properly rejected as illegal, especially when such matters were not referred to in the pleadings.

8. (*By the majority of the Court*). That in actions for libel, the assessment of damages is peculiarly the province of the jury, and that a verdict of $6,000 for the newspaper libel complained of in this case, and of $4,000 for the libellous allegations of the plea, was not so excessive as to lead to the inference that the jury were led into error or actuated by improper motives.

(*Per* BABY and CHURCH, JJ., *diss.*):—

That the verdict of $6,000 for the libel in the newspaper was excessive, and justified the defendants in asking for a new trial.

Semble, that if the Court reduced these damages to $1,000, leaving the damages for the libel in the plea undisturbed, so as to make the total condemnation $5,000, the judgment maintaining the verdict should be confirmed.—*The Mail Printing Co. & Laflamme*, Dorion, C. J., Tessier, Cross, Baby, Church, JJ., June 20, 1888.

SUPERIOR COURT.

AYLMER (Dist. of Ottawa), Sept. 17, 1888.

Before WURTELE, J.

THE CORPORATION OF THE COUNTY OF PONTIAC v. THE PONTIAC PACIFIC JUNCTION RAILWAY COMPANY, and THE PROVINCIAL TREASURER OF QUEBEC.

Municipal law — Resignation of Warden of County—How it may be made, and how it becomes effective—Acceptance of resignation —Acts of "de facto" warden—Ratification by municipal corporation of unauthorized acts of its officers.

HELD:—1. *That, although the municipal code contains no provision to that effect, the warden of a county can resign his office, and that such resignation becomes complete and effective by its acceptance by the County Council.*

2. *That, in the absence of all enactment in the municipal code of a mode in which resignations should be made, no particular form is required: and that the offer of resignation may be made by a warden verbally, at a session of the County Council, and then entered by the secretary-treasurer on the minutes of the proceedings.*

3. *That the power to appoint a warden implies the right to accept his resignation and name his successor.*

4. *That the acts of a "de facto" warden, in possession and performing the duties of the office, are binding upon the corporation, and cannot be set aside solely by reason of the illegal exercise of the office.*

5. *That a municipal corporation may ratify the unauthorized acts of its officers, or the acts of persons assuming to be its officers, but which are within its corporate powers, and that such acts thereupon become binding upon the corporation, and cannot afterwards*

be impeached by it under pretence that they were done without authority.

PER CURIAM.—This case is very important, in view of the large amount involved, and also of the great interests which the County of Pontiac and the railway company have in the issue of the suit.

The company defendant was incorporated for the purpose of constructing a railway from Aylmer to Pembroke, passing through the County of Pontiac; and the corporation of the County of Pontiac passed a by-law, which was approved by the electors and by the Lieutenant-Governor-in-Council, granting an aid to the company in the shape of a bonus of $100,000.

This bonus was to be given in debentures of $100 each, payable twenty-five years from the 2nd January, 1882, and bearing interest at six per cent a year; and they were to be accepted by the company in payment of the bonus, in the proportion of $2,500 for each mile constructed.

I have nothing to do in the present case with the conditions on which payment is to be made. The issue before me is simply as to the legality of the debentures themselves, as signed and issued.

When the by-law was passed, Mr. William J. Poupore was warden of the County of Pontiac. After the by-law had been approved by the Lieutenant-Governor-in-Council and had come into force, Mr. Poupore, for a reason which is not disclosed in the record, refused to perform the ministerial act which was required of him by the by-law; he refused to sign the debentures and to deposit them in the hands of the Provincial Treasurer, who, by the terms of the by-law, was to hold them in the interest of the company and of the corporation, and to deliver them to the company when the conditions on which the bonus was granted had been fulfilled.

A special session of the county council was held on the 18th January, 1882, and at this meeting Mr. Poupore explained the reasons for which he refused to sign the debentures. His refusal is recorded in the minutes of the session, but his reasons are not mentioned. A resolution was then and there adopted, censuring him for his conduct in this matter; and he thereupon said that he would sooner resign his office of warden than sign the debentures. A second resolution was then passed instructing and directing him to sign the debentures in pursuance of the by-law; but he again refused to do so, and pressed his resignation upon the council. It was then agreed that another meeting should be held to accept his resignation, name his successor, and instruct his successor to sign the debentures.

A special session was convened. The notice stated that it was called to accept Mr. Poupore's resignation as warden. A copy of this notice was served upon Mr. Poupore, but although he was aware of what was intended, he did not attend the meeting. The special session in question was held on the 1st February, 1882. A resolution was first passed to record the verbal resignation of Mr. Poupore on the minutes; and then another resolution was adopted, accepting his resignation as warden, and appointing Mr. McNally as his successor. Mr. McNally thereupon took the oath of office and was installed as warden by the council; and he forthwith assumed the functions of the office. He was afterwards authorized at the same meeting to sign the debentures. He did so, and on the 13th February he delivered them to the Provincial Treasurer, to be held by him as trustee.

On the 8th March following, the ordinary or general quarterly session of the county council was held. At this meeting the minutes of the two previous special sessions, which contain the record of the resignation of Mr. Poupore and of the nomination of his successor, were read; and the only objection made was, not as to the correctness of the minutes, but as to the legality of the nomination of Mr. McNally as warden. Mr. Poupore caused his protest against the nomination of Mr. McNally to be entered upon the minutes, but afterwards the minutes were unanimously approved and ratified. Then Mr. McNally made a report in writing, that he had signed the debentures and had delivered them to the Provincial Treasurer in pursuance of the by-law; and his report was unanimously accepted by the council as satisfactory.

Now the corporation of the County of Pontiac, after having solemnly granted a bonus to the railway company, and after the county council had formally authorized and directed the issue of the debentures in accordance with the by-law granting it, comes into court and asks, not that the bonus be declared illegal and set aside, but that the debentures be declared irregular, illegal and void on a pure question of formality. The position which the county corporation assumes is not one which is entitled to be viewed very favorably. If it had asked to have the debentures set aside because the conditions on which they had been subscribed were not fulfilled, or because the railway company was not in a position to carry out its undertaking, the position of the county corporation would be a much more favorable one.

The reasons for which the court is asked to declare the debentures null is because they were signed by Mr. McNally, whose election, it is alleged, was null and void; because he had no right to sign them on behalf of the corporation, as Mr. Poupore was then the warden of the county; and because, not having been signed by the latter, they are therefore void.

Three questions must be considered in deciding this issue: 1. Whether the resignation of Mr. Poupore was regular and valid, and whether the nomination of his successor was valid? 2. Supposing the nomination of Mr. McNally to have been irregular, what was the position and what were the powers and authority of Mr. McNally in virtue of his informal appointment? 3. What is the effect of the resolutions of the county council confirming its previous proceedings and ratifying the acts of Mr. McNally?

As to the first question: The county corporation rests its case upon the pretension that the resignation of Mr. Poupore was informal and invalid, because it was not made in writing, and because it was tendered at a special session, which was not convened for that purpose. It is not contended that the warden was appointed for a specified term, and that he could not resign during his term of office. The warden is named for one year; but under a provision contained in the municipal code, he may be removed by a resolution approved of by two-thirds of the members of the council. Although it is necessary to have a vote of two-thirds of the members to remove a warden who is obnoxious, which is a harsh proceeding, and the exercise of the power of amotion, a simple majority of the council can accept his resignation. The code does not, it is true, specifically provide that a warden can resign his office, but there can be no doubt that he can do so. Article 342 of the municipal code declares that the office of mayor becomes vacant when the resignation as such is accepted by the council: and the provisions of this article, which are really definitions of general principles, must apply to the office of warden as well as to that of mayor. The code mentions no mode by which the resignation of a mayor or of a warden should be made. We must therefore refer to the common law; and under its provisions a resignation, unless a special mode is indicated, can be made in any fit manner. Dillon, in his work on municipal corporations, vol. 1, No. 224, says: "If the charter "prescribes the mode in which the resigna- "tion is to be made, that mode should of "course be complied with.... If no particu- "lar mode is prescribed, neither the resig- "nation nor acceptance thereof need be in "writing or in any form of words." And Angell and Ames, No. 433, say: "Where "neither the charter nor by-laws prescribe "any particular mode in which the members "may resign their rights of membership, "and their resignation be accepted, such "resignation and acceptance may be implied "from the acts of the parties.... To c mplete "a resignation, it is necessary that the cor- "poration manifest their acceptance of the "offer to resign, which may be done by an "entry in the public books." It is moreover not necessary that the code should provide that a warden has the right to resign, and that the council may accept his resignation, as the right to appoint an officer always implies the right to accept his resignation and to name his successor. Dillon, in the section above referred to, says: "The right to accept "a resignation is a power incidental to every "corporation..... The right to accept the re- "signation of an officer is incidental to the "power of appointing him." And Angell

and Ames, No. 433, say: "The right to accept a resignation passes incidentally with "the right to elect." In this case the resignation of Mr. Poupore was made verbally, and the county council at its next meeting ordered that an entry of his resignation be made on its minutes; and this was duly done.

As regards the form in which the resignation of a mayor or a warden can be made, we have, it is true, no rule in the code; but we have rules in our statutes for the resignation of a member of the Legislative Assembly. A member can resign either in writing, or verbally in his place in the House, and if he resigns from his seat in the House, the clerk makes an entry of his resignation in the journals. This is exactly what took place in this case; and in the absence of all enactment as to the mode and form for the resignation of a warden, this mode and form ought surely to be allowed by analogy to be sufficient.

Mr. Poupore, standing in his place, verbally offered his resignation, and an entry of his offer was made by the Secretary-Treasurer in the "Register of Proceedings"; and at a special session, specially called for that purpose, the council accepted his resignation and named his successor.

The pretension that Mr. Poupore's resignation was invalid because it was not tendered at a special session, convened specially for that purpose, is not worthy of serious consideration, and I therefore pass it over without any remarks.

I hold that the resignation of Mr. Poupore was regularly and legally made and accepted, and that Mr. McNally was regularly and legally appointed warden in his stead; and consequently, that all his acts as such were legal and binding on the corporation of the county.

We come now to the second question. Supposing that Mr. McNally was not *de jure* warden under the resolution nominating and electing him as such, what was his position, and what were his powers? To what extent could his acts bind the corporation? He was no intruder or usurper. He had at least a color of right to occupy the office of warden. He was elected and he assumed the office of warden, and he acted as such with the concurrence of the county council; and, even supposing his election to have been informal, until he might be removed from office under a writ of *quo warranto*, he was warden *de facto*, and his official acts were binding upon the corporation. I refer on this point to Angell and Ames, No. 286: "Though the "charter or act of incorporation prescribe "the mode in which the officers of a corporation aggregate shall be elected, and an "election contrary to it would unquestionably be voidable, yet, if the officer has "come in under color of right, and not in "open contempt of all right whatever, he is "an officer *de facto*,—within his sphere an "agent of the corporation,—and his acts and "contracts will be binding upon it." And No. 287: "Indeed it seems to be clear law, "that the act of an officer *de facto* is good "whenever it concerns a third person who "had a previous right to the act."

I also refer to Dillon, on municipal corporations, No. 276: "In this country it is every-"where declared, that the acts of *de facto* "officers, as distinguished from the acts of "mere usurpers, are valid." And to Morawetz, on private corporations, No. 640: "The "validity of acts performed by a public offi-"cer, actually in the exercise of the powers "and duties of the office claimed by him, "rests on a distinct rule of law. In order to "secure the peaceful and orderly govern-"ment of the community, the rule has been "established that the right of a *de facto* public "officer cannot be investigated in a collateral "proceeding. It must be determined once "for all time, in a direct proceeding to oust "the officer." And to the article on "Title to Office" in the *National Law Review*, vol. 1, No. 8, page 400: "An officer *de facto* is a per-"son in possession of and performing the "duties of an office, who has not a perfect "title to hold it, but whose acts the law, from "considerations of public policy, treats as "valid, so far as the rights of the public and "of third persons are concerned, and whose "possession to the office and the right to hold "it cannot be raised collaterally..... When "an appointment is irregularly made, but is "made by the proper authority, it will confer "color of title..... A person filling an office

" under an appointment made to fill a va-
" cancy will be a *de facto* officer, although
" there was in reality no vacancy when the
" appointment was made."

Then in the municipal code we find in article 120 the principle laid down that the official acts of a person filling, illegally, an office, cannot be set aside solely by reason of the illegal exercise of such office. " No vote
" given by a person filling, illegally, the office
" of member of the council, and no act in
" which he participates in such quality, can
" be set aside solely by reason of the illegal
" exercise of such office."

Let us apply these quotations to the present case. Mr. McNally, at all events, filled the office of warden under a color of right by virtue of an election made by the proper authority; he was at least the warden *de facto*; and he performed acts in favor of a third party, who had a previous right thereto under the by-law authorizing the bonus and the creation and issue of the debentures, which debentures the warden *de jure* could have been forced to design and issue by mandamus.

I am constrained therefore to decide that if Mr. McNally was not the warden *de jure*, he then occupied the office of warden under the color of an election and under a color of right, that he was not in possession of the office as an usurper, that he was the warden *de facto*, and that his acts as such are binding upon the corporation.

The last question is as to the effect of the proceedings of the general quarterly session of the 8th March, 1882.

As to the possibility and effect of a ratification by the county council at that session of Mr. McNally's acts, I refer to the following authorities:

Morawetz, No. 618: " It is an elementary
" principle of the law of agency, that a person
" on whose behalf an act was done by an-
" other, without authority, under an assumed
" agency, may adopt and thereby ratify the
" act; and after such ratification the act
" will be binding upon the party on whose
" behalf it was done, to the same extent as
" if it had been performed in pursuance of a
" previous grant of authority."

Kent's Commentaries, vol. 2, page 616:
" It is a very clear and salutary rule in re-
" lation to agencies, that where the principal,
" with knowledge of all the facts, adopts or
" acquiesces in the acts done under an as-
" sumed agency, he cannot be heard after-
" wards to impeach them under pretence
" that they were done without authority or
" even contrary to authority."

Dillon, No. 463: " A municipal corporation
" may ratify the unauthorized acts and
" contracts of its agents or officers, which
" are within the corporate powers, but not
" otherwise."

The ratification by a municipal council of an unauthorized act of one of its officers, or of the act of a person assuming to be its officer, is therefore possible when it comes within the scope of the powers of the corporation. Of course, if the act is *ultra vires* of the corporation, it cannot be ratified, because the act of incorporation or the charter does not authorize it in the first place; but where the corporation has the right to do an act, it has also the right to ratify it when it has been irregularly done, or when it has been performed by an unauthorized officer or by a person assuming to be its officer.

In this case the act which it is sought to invalidate, is the signing and issuing of the debentures under the by-law by Mr. McNally. This act was within the scope of the powers of the county corporation; the council was authorized to vote a bonus to the railway company and to make and issue debentures in payment of the bonus, and it was therefore a fit subject for ratification. After its ratification, supposing it to have been unauthorized and informal, it became binding upon the county corporations. I also refer on this point to Angell and Ames, No. 304:
" If a corporation ratify the unauthorized act
" of its agent, the ratification is equal to a
" previous authority, as in the case of natu-
" ral persons; at all events, where it does not
" prejudice the rights of strangers."

Now, even supposing that Mr. McNally signed and issued the debentures under an illegal assumption of office, and without authority, his act in so doing became the act of the corporation of the County of Pontiac, and this not by a vote of the majority, but by the unanimous vote of the council, adopt-

ing the resolutions accepting as satisfactory the report which he had made to the effect that he had signed the debentures and had delivered them to the Provincial Treasurer in pursuance of the by-law. The ratification therein contained was equal to a previous authority, and did not in any way prejudice the rights of strangers; and, as I have already said, it made Mr. McNally's act binding in any event upon the corporation. It cannot now be impeached by the corporation, under the pretence raised in this suit, that Mr. McNally had no authority. After the signing and issuing of the debentures had been unanimously approved and ratified, Mr. Poupore himself moved as a sequence, that the warden be named a director of the railway company, to represent the interest of the county; and this interest was derived from the fact that the corporation of the county had granted a bonus to the railway company and had issued debentures to be applied to its payment. Under these circumstances I hold that, in any case, the ratification made the debentures valid and binding upon the corporation.

On the whole, I am of opinion, whether Mr. McNally was warden *de jure* or warden *de facto*, and whether his act in signing and issuing the debentures was authorized or not, that the debentures are legal and valid.

I am only called upon to decide as to the validity of the debentures; the question as to the right of the company defendant to obtain possession of them has not been raised. The only question in this case is whether the signature of Mr. McNally, instead of that of Mr. Poupore, gave legal effect to the debentures; and I hold that it did. Whether the company defendant should ultimately get them is altogether a different issue, which may be raised in another suit, but as to which I have now nothing to do.

The action is dismissed, with costs.

The judgment was recorded in the following words:—

"The Court, having heard the parties, by their counsel, upon the merits of this cause, having examined the pleadings and the proof of record, and having deliberated;

"Seeing that by a by-law, duly made and passed by the county council and approved by the municipal electors and by the Lieutenant-Governor-in-Council, the corporation of the county of Pontiac granted a bonus of one hundred thousand dollars to the Pontiac Pacific Junction Railway Company, to be paid to the company in and by debentures of one hundred dollars each, payable in twenty-five years from the 2nd day of January, 1882, and bearing interest at the rate of six per centum per annum;

"Seeing that the then warden, William J. Poupore, refused to sign and issue the said debentures, and that at a special session of the county council, held on the 18th day of January, 1882, his action in refusing to do so was condemned by a resolution duly adopted, and that by another resolution he was then requested and instructed to sign the said debentures;

"Seeing that he thereupon again refused to sign them and offered his resignation as warden, and that another special session of the county council was convened for the 1st day of February, 1882, to accept his resignation, elect his successor, and instruct such successor to sign the said debentures;

"Seeing that at such last-mentioned special session of the county council, the resignation of the said William J. Poupore as warden was accepted, and Simon McNally was appointed warden in his stead by a resolution duly adopted, and that the latter thereupon took the oath of office and entered upon the discharge of the duties of warden;

"Seeing that the said Simon McNally as warden was thereupon instructed, by another resolution, to sign the said debentures, and that he thereafter signed them, and on the 13th day of February, 1882, deposited them with the treasurer of the province of Quebec, in accordance with the provisions of the said by-law;

"Seeing that at the ordinary session of the county council, held on Wednesday, the 8th day of March, 1882, the minutes of the acts and proceedings of the two above-mentioned special sessions were duly approved and confirmed;

"Seeing that at the said ordinary session the said Simon McNally presented a written report of his proceedings in relation to the signing of the said debentures, and that the

same was accepted as satisfactory by a resolution unanimously adopted;

"Seeing that the plaintiff now contends that the resignation of the said William J. Poupore was informal, that the said Simon McNally was consequently not legally appointed warden, that he had no authority or power to sign the said debentures, and that they are therefore illegal and void, and by the action in this cause seeks and asks to have the said debentures declared illegal, null and void, and to have them cancelled and returned;

"Considering that the resignation of a warden need not be in writing, inasmuch as that mode is not prescribed by the municipal code or by any other law, and that the minutes of the acts and proceedings of the county council contain a sufficient record of the resignation of the said William J. Poupore as warden, and also of its acceptance by the county council;

"Considering that the nomination of the said Simon McNally as warden in replacement of the said William J. Poupore was legal;

"Considering, even were the nomination of the said Simon McNally irregular and illegal, that in such case he would have been appointed by color of election, and would have assumed the duties of warden under color of right, and that he therefore would have become and have been the warden *de facto*, and that his acts and contracts as such would be binding upon the corporation of the county;

"Considering moreover, even were the nomination of the said Simon McNally irregular and illegal, and his act in signing the said debentures informal, that his nomination and his said act would have been duly ratified at the ordinary or general session of the county council, and that by such ratification his act in signing the said debentures would have become binding upon the corporation of the county to the same extent as if it had been performed in pursuance of a previous grant of authority;

"Considering therefore that the contention of the plaintiff is unfounded, and that the said debentures are, in any event, valid and binding upon the corporation of the county of Pontiac;

"Doth dismiss the action in this cause, with costs."

J. M. McDougall, for plaintiff.

J. R. Fleming, Q.C., for defendant and *mis en cause*.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 17.

Judicial Abandonments.

Samuel Chagnon, Joliette, Nov. 8.

Curators Appointed.

Re Vital Bergeron.—Kent & Turcotte, Montreal, joint curator, Nov. 14.

Re Ludevine Larue (J. H. Chagnon).—Kent & Turcotte, Montreal, joint curator, Nov. 13.

Re U. T. A. Donahue, Roberval.—H. A. Bedard, Quebec, curator, Nov. 9.

Re Caroline Flocault.—C. Desmarteau and H. A. A. Brault, Montreal, joint curators, Nov. 8.

Re Timothy Kenna.—A. B. Stewart, Montreal, curator, Nov. 14.

Re Lane & Hill.—J. McD. Hains, Montreal, curator, Nov. 14.

Re Narcisse Racine.—Bilodeau & Renaud, Montreal, joint curator, Nov. 14.

Re Shirley *et al.*—C. Millier and J. J. Griffith, Sherbrooke, joint curator, Nov. 8.

Re Joseph David Trahan, St. John's.—Bilodeau & Renaud, Montreal, joint curator, Nov. 13.

Dividends.

Re Damase Z. Bessette.—First and final dividend, payable Dec. 7, Kent & Turcotte, Montreal, joint curator.

Re David H. Cameron.—First and final dividend, payable Dec. 7, O. Shurtliff and J. J. Griffith, Sherbrooke, joint curator.

Re Oliver W. Côté.—Second and final dividend, payable Dec., 7 C. Millier and J. J. Griffith, Sherbrooke, joint-curator.

Re Cleophas Dubois.—First and final dividend, payable Dec. 4, C. Desmarteau, Montreal, curator.

Re P. A. Guay, Chicoutimi.—First dividend, payable Dec. 3, H. A. Bedard, Quebec, curator.

Re Felix McKercher.—First and final dividend, payable Dec. 5, C. Desmarteau, Montreal, curator.

Re Gaspard Painchaud.—First dividend, payable Dec. 6, Kent & Turcotte, Montreal, joint curator.

Re Alfred Paré.—First and final dividend, payable Dec. 6, C. Desmarteau, Montreal, curator.

Re J. B. Pontbriand & Co.—Second dividend, payable Dec. 1, C. Desmarteau, Montreal, curator.

Re Pierre Ricard.—Second and final dividend, payable Nov. 30, C. Desmarteau, Montreal, curator.

Separation as to property.

Marie Joséphine Marin vs. Uldéric Vasseur, trader, St. Hyacinthe, Nov. 9.

Ezilda Rivet vs. Zéphirin Poirier, trader, Montreal, Oct. 26.