The Legal News.

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PRESCRIPTION.

In *Corporation of Sherbrooke & Dufort*, M.L.R., 5 Q.B. 266, the Court of Appeal dismissed the action upon the three months' limitation under C.S.C. ch. 85, s. 3, which was not pleaded, but was invoked on the appeal. Mr. Justice Tessier, who dissented, referred to the case of *Carter & Breakey*, (A. D. 1884) Ramsay, 547, which states that the Court of Appeals modified the judgment, but did not supply the defence of prescription. And it is added, "In the Supreme Court, this judgment was reversed by allowing a higher rate of value for the use and occupation of the land, but the defence of prescription was not supplied." We have reason to believe that this note was based upon inaccurate information, and that the abstract of *Carter & Breakey* in Cassels, 256, is correct. It must be remembered that Mr. Justice Ramsay's Index was an unfinished draft, at the time of his death. If the lamented author had lived to complete the thorough revision which he intended to give the work as it was passing through the press, this and other inaccuracies which may be observed in it, would probably have been rectified.

Mr. Justice Bossé, in giving the judgment of the Court in *Corp. of Sherbrooke & Dufort*, refers to the case of *Lamontagne & Dufresne*, (A.D. 1874), Ramsay, 545. The holding in this case, according to Mr. Justice Ramsay, was as follows:—"Prescription must be pleaded in all the cases mentioned in articles 2250, 2260, 2261, and 2262, C.C., the right of action in these cases not being 'denied.'"

The action in the last mentioned case was brought by Dufresne *et al.* against Lamontagne to resiliate a lease for fifteen years from Laurent Dufresne to the defendant Lamontagne. The action also included a demand for eight and a half years' rent. Prescription was not pleaded, and the judgment of the Superior Court, Torrance, J., July 9, 1873, makes no reference to it. The demand was maintained, the *considérant* being as follows:

"Considérant que le défendeur Lamontagne a failli de faire la preuve des allégations contenues dans ses exceptions et défenses par lui plaidées à cette action, déboute les dites exceptions et défenses, sauf quant aux primes d'assurance, et condamne le dit défendeur Charles H. Lamontagne à payer aux dits demandeurs la somme de $524, étant pour dix-sept semestres de loyer des prémisses mentionnées en la déclaration en cette cause, dus et échus le 1er novembre 1871, etc." The lease was also rescinded.

Lamontagne appealed from this judgment, Mr. D. D. Bondy for appellant. The factum discusses various questions with great vivacity, and on the last page we find the following reference to the question of prescription "Enfin, en se limitant à la prescription qui est le dernier port de refuge de l'appelant, et dans lequel, armé de la loi qu'on ne l'accusera pas, il l'espère, d'avoir forgée, il défie tous les attaques haineuses et impuissantes de ses adversaires ennemis, il ne resterait dû en définitive aux intimés qu'une somme totale de $354."

Messrs. Duhamel, Rainville & Rinfret represented the respondents, Mr. Joseph Doutre, Q.C., appearing as counsel. The question of prescription is noticed in the respondents' factum in the following terms:—

"La prescription de cinq ans, contre les arrérages d'un bail emphytéotique n'existait pas avant la Code. Voir texte officiel de l'art. 2250, qui est inclu entre [ ]. De même, l'art. 2267 est entre [ ]. Et l'art. transitoire 2270 réserve les prescriptions commencées avant le Code; ce qui veut dire que les contrats soumis à des prescriptions différentes de celles créées par le Code, continuent à être régis par le droit antérieur. D'ailleurs, dans le cas actuel, les demandeurs sont créanciers solidaires, et la prescription, interrompue ou suspendue pour l'un d'eux, l'était pour tous. C.C. Art. 2230. L'art. 2232 introductif d'un droit nouveau suspend néanmoins la prescription à l'égard des mineurs. Or ici il y a nombre de mineurs.

"De plus, la prescription (Art. 2188) n'est pas suppléée par le juge. Ici elle n'est pas

plaidée. C'est en appel seulement que cette question est soulevée.

"L'Art. 2267 dit que la prescription est interrompue par la reconnaissance que le débiteur fait du droit de celui contre lequel il prescrivait. Quelle reconnaissance plus positive que celle de celui qui prétend avoir payé?"

The judgment was unanimously affirmed in appeal, Dorion, Ch. J., Monk, Taschereau, Ramsay, Sanborn, JJ., and in Mr. Justice Ramsay's factums we find the following carefully written opinion, which indicates that the question of prescription was fully considered by the Court, this being apparently the only question upon which there was any hesitation in confirming the judgment.

"RAMSAY, J. :—

"Under the Code is it necessary to plead a limitation, and if not pleaded, may it be supplied by the Court?

"The general rule is, that the defence of prescription cannot be supplied by the Court, but Art. 2188 adds, 'except in cases where the right of action is denied.' It is pretended that under this Article it can and must be supplied by the Court.

"This exception is given as old law, on the authority, it is presumed, of the case of *Pigeon & The Mayor, etc., of Montreal*, 3 L.C.J., p. 294. But that case was decided in appeal on the special enactment which permits the Corporation to raise the question of the limitation of six months under the general issue in all actions for anything done under the Water Works Acts. 7 Vic. cap. 44, sect. 26, extended by the 16 Vic. cap. 127; 19 Vic. cap. 70, and 24 Vict. cap. 67. It is not the law in England. Chitty on Bills, 596; Stephen on Pleading, 154; Chitty on Pleading, 479. Nor was there any such idea under the old French law: 'Les fins de non recevoir doivent être opposées par le débiteur; le Juge ne les supplée pas,' says Pothier, Obl. 676. We have therefore a doctrine laid down in the Code as old law, not only unsupported, but at variance with all authority, and besides it is not in accordance with the general principles of the Articles preceding. Art. 2183 defines the different prescriptions, and indicates the distinction between those prescriptions which are a 'bar to' or 'preclude' any action. Art. 2184, however, goes on to say that the prescription generally may be renounced, and 2185 says it may be so tacitly or expressly. If, however, we take the interpretation sought to be given to Art. 2188, and which its terms to some extent justify, we must conclude that the short prescriptions cannot be renounced. We must therefore reconcile these articles, and this becomes the easier from the form of Art. 2188. It will be observed that the article does not say absolutely that the Court could supply the defence resulting from prescription where the action is denied; it is only inferentially that we can decide that it was the intention of the legislature to confer this exceptional power on the Court. Pointed as the inference is, I don't think we are obliged so to interpret the Statute under the circumstances.

"Again, the action is not denied in the short prescriptions. Art. 2267 says, 'no action can be maintained.' Those words have never been held to preclude the action. And so an action for any matter provided for by Art. 1235 will not be dismissed on demurrer if the writing signed by the party to be bound be set up.

"This, however, is not the first time since the Code that this point has come up. In the case of *Wilson & Demers*, Aylwin and Badgley, JJ., declared that the Statute of Limitations could not be put in issue by demurrer, but must be pleaded by an exception. 2 L.C.L.J., page 251."

From the foregoing it would appear that in 1884 the doctrine held by the Court of Appeal was that these prescriptions must be pleaded, and that in 1886, when Mr. Justice Ramsay was compiling his Index, he was under the impression that this doctrine had not been disturbed. In fact, however, it had been disturbed by the decision of the Supreme Court in *Carter & Breakey*; and in another issue we propose to refer more particularly to what was held in this case.

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*SUPERIOR COURT—MONTREAL.**

Juridiction disciplinaire de la Cour sur les huissiers — Livre de ventes—Achat pour l'huissier par personnes interposées d'effets

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

vendus par lui dans l'exercice de ses fonctions—Absence de procès-verbal de vente—Suspension d'huissier.

Jugé:—1o. Que le défendeur, huissier du district de Montréal, doit se soumettre aux règlements de la demanderesse et tenir un registre des ventes par lui faites;

2o. Que la vente d'un objet par un huissier à son recors, à vil prix, et en l'absence d'enchérisseurs, sera réputée faite à l'huissier lui-même, et que l'huissier pourra être condamné à remettre cet objet à la personne sur qui il l'a vendu;

3o. Que l'huissier sera considéré favoriser ses parents ou employés dans la vente et l'adjudication des effets vendus par lui, s'il est dans l'habitude de leur adjuger aux ventes judiciaires faites par lui.—*La Corporation des Huissiers* v. *Bourassa*, Pagnuelo, J., 19 nov., 1889.

Certiorari—Cour des Commissaires—Arts. 1206, 1214, 1221, *C. P. C.*

Jugé:—Que l'opposant à une saisie n'est pas tenu de procéder le jour du rapport de l'opposition à la Cour des Commissaires, et que le renvoi de l'opposition, le jour qu'elle est rapportée, faute par l'opposant de procéder, constitue un excès de pouvoir et donne lieu à l'émanation du *certiorari*.—*Ex parte Senécal*, requérant *certiorari*, Pagnuelo, J., 14 nov., 1889.

Partage de meubles — Saisie-conservatoire — Compte de tutelle—Union de causes.

Jugé:—1o. Qu'un co-propriétaire par indivis a droit de saisir par voie de saisie-conservatoire des meubles que son co-propriétaire a commencé à vendre, et que le compte de tutelle que le défendeur doit rendre à la demanderesse ne peut empêcher cette dernière de demander le partage des meubles et d'accompagner cette demande de mesures conservatoires;

2o. Que l'union d'une cause avec une autre cause entre les mêmes parties ne peut être accordée lorsqu'elle aurait l'effet de compliquer inutilement la procédure et de retarder l'instruction;

3o. Que le mari peut plaider à cette demande en partage qu'il avait fait don à sa femme, durant le mariage, des dits meubles par personne interposée, et que cette donation est nulle, et par conséquent ces meubles n'ont pas cessé de lui appartenir.—*Evans et vir* v. *Evans*, Pagnuelo, J., 12 novembre 1889.

Procedure—Service of Summons.

Held:—That where it is shown that a defendant locks his doors to evade service of a writ of summons, an order will be granted authorizing the bailiff to use force to open them to effect such service, or to serve the writ after seven o'clock p.m.—*McLaren* v. *McLaren*, Gill, J., April 13, 1889.

Capias—Deposit in lieu of bail under Art. 828, *C. C. P.—Agreement to give bail—Conditional obligation—Time of performance—Default—Arts.* 1067-1069, *C. C.*

T., being arrested on a *capias*, gave the bail (Feb. 18, 1888), required by Art. 828, C. C. P., for his provisional discharge, the sureties, by consent, depositing $200 with the prothonotary in place of a bond, the terms of the written consent being:—"Les parties consentent et acceptent le dépôt.... pour payer "le montant du jugement à intervenir sur la "demande en capital, intérêt et frais, s'il ne "donne pas cautions au désir de l'article 824 "ou 825, C. P. C., le 1er mars 1888." The contestation of the *capias* was dismissed, Feb. 22, and on March 5, T. gave notice that he would put in bail under art. 824 or 825, and bail was given under art. 825 C. C. P., by permission of the Court, the rights of the parties being reserved. The plaintiff then attached the deposit in the hands of the prothonotary for the costs on the contestation of the *capias*. On an intervention by the sureties, each claiming half of the deposit:

Held, (Tait, J. *diss.*):—That the date (1st March) mentioned in the consent, applied only to bail under art. 824, C. C. P., which must be given within eight days from the day fixed for the return of the writ; and that T. having the right to put in bail under art. 825, C. C. P., at any time before judgment, the case did not come within art. 1068, C. C.; nor under art. 1069, C. C., which applies to contracts of a commercial nature only. The intervention of the sureties was therefore

maintained.—*Bourassa* v. *Thibaudeau*, in Review, Johnson, Ch. J., Gill, Tait, JJ., Dec. 31, 1889.

Contract for prolongation and opening of streets —Breach—Measure of damages.

The municipality of H. (whose obligations were subsequently assumed by defendants), in consideration of the gratuitous cession of land by plaintiff, agreed to prolong a certain street through plaintiff's lots, at a width of 100 feet, and to open two other streets through his property. The street first referred to was afterwards homologated at a width of 60 feet only, and the defendants delayed to complete the other two streets.

Held :—That the measure of damages in respect of the street homologated at a width of 60 feet, was the value of the 40 feet taken by defendants and not retroceded, and the depreciation in value of the rest of plaintiff's property in consequence of the loss of frontage on the street as prolonged. And as to the breach of contract respecting the other two streets, the measure of damages was the interest (computed from the time when the streets could reasonably have been completed) on the capital represented by the increased value which the plaintiff could have got for his lots if the streets had been made as agreed.—*Aylwin* v. *City of Montreal*, Johnson, J., March 29, 1889.

Prohibition—Circuit Court—Jurisdiction—Art. 1031, *C.C.P.*

Held :—1. That a writ of prohibition will not lie to the Circuit Court, it not being a Court of inferior jurisdiction within the meaning of Art. 1031, C. C. P.

2. That the Circuit Court having jurisdiction under R. S. Q. 6218 (4), to hear appeals from decisions of local municipal councils respecting valuation rolls, there was no excess of jurisdiction in the circumstances.—*Corporation de la paroisse de Ste. Geneviève & Boileau*, Gill, J., Nov. 21, 1889.

Druggist—Error—Pharmaceutical Act—Label.

The plaintiff claimed damages from a druggist, for an alleged error of his apprentice in giving plaintiff's messenger "carbolic acid," instead of "carbolic oil," which was asked for. It appeared that carbolic acid was given, but the evidence of the messenger that she asked for carbolic oil was contradicted by that of the apprentice, who testified that carbolic acid was asked for. It also appeared that the bottle was merely labelled 'poison,' instead of being labelled with the name of the substance it contained as required by the Pharmaceutical Act 48 Vict. (Q.) ch. 36, s. 24 (now R. S. Q. 4039).

Held :—That the action being for damages, and not for a penalty under the Pharmaceutical Act, and there being no evidence that the injury complained of resulted from the insufficiency of the label, this circumstances would not justify a judgment against the defendant.—*Singer* v. *Leonard*, in Review, Johnson, Gill, Würtele, JJ., Oct. 31, 1889.

COUR DE MAGISTRAT.

MONTRÉAL, 12 juin 1889.

Coram CHAMPAGNE, J. C. M.

HAMILTON v. GOVER.

Action sur compte—Serment supplétoire.

JUGÉ :—*Dans une action sur compte pour divers items, le défendeur admettant un des items et niant les autres, lorsque le demandeur a déjà prouvé plusieurs des items niés par le défendeur, que, dans ce cas, il doit être admis à prouver les autres items du compte par ses livres de compte et son serment.*

J. D. Cameron, avocat du demandeur.

M. Cooke, avocat du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, mai 1889.

Coram CHAMPAGNE, J. C. M.

GREMORE v. THE CITY PRINTING CO.

Salaire—Compensation—Dommages—Ouvriers et patrons.

JUGÉ :—1o. *Que l'ouvrier peut être tenu responsable des dommages causés à son patron dans l'exécution des ouvrages qui lui sont ordonnés de faire, lorsque ces dommages sont causés par sa faute, sa négligence ou par son incompétence : mais pour le rendre ainsi responsable il ne faut pas que ces dom-*

mages aient été causés par une cause imputable au patron.

2o. *Que lorsqu'il est prouvé que l'instrument fourni au demandeur par la défenderesse était impropre à l'ouvrage en question, et que d'autres ouvriers avaient également travaillé au même ouvrage, le patron n'a pas d'action en dommage.*

L'action était portée par un ouvrier contre son patron pour salaire. La défenderesse plaida que ce qu'elle doit au demandeur est compensée par le dommage que le demandeur lui avait causé en gâtant certains ouvrages à lui confiés.

La preuve établit que divers ouvriers avaient travaillé au même ouvrage que le demandeur, et aussi que les outils et instruments fournis par la défenderesse étaient défectueux.

Jugement pour le demandeur.

Autorités:—C. C. 1053, 1054; *Gagnon* v. *Gaudry*, M. L. R., 1 S. C. 348; *Dorion* v. *Dorion*, 5 Leg. News, 130.

McCormick, avocat du demandeur.
Holton, avocat du défendeur.
(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 21 juin 1889.

Coram CHAMPAGNE, J. C. M.

LEBLANC v. WHITE.

Locateur—Privilège—Rétention.

JUGÉ:—*Que le locateur n'a pas le droit de retenir les meubles de son locataire pour garantir le paiement du loyer, à moins de procéder par voie de saisie-gagerie.*

Le demandeur avait d'abord procédé à saisir les meubles du défendeur avec un bref de saisie-gagerie, mais l'huissier saisissant ayant oublié certains effets, le demandeur, accompagné de l'huissier, retourna subséquemment dans le logement occupé par le défendeur et s'empara des effets non saisis et les enleva, les retenant pour son loyer dû. Le défendeur, demandeur en cette cause, prit alors une saisie-revendication pour rentrer en possession de ces effets, et cette saisie-revendication a été maintenue par la Cour, le locateur ayant un privilège, et non un droit de rétention.

Saisie-revendication maintenue.

Mirault & Beaudet, avocats du demandeur.
Robertson & Cie., avocats du défendeur.
(J. J. B.)

THE LATE MR. JUSTICE MANISTY.

The circumstances of the death of Sir Henry Manisty add one more name to the list of judges who, in the Queen's reign, have received their mortal stroke on the bench while discharging their judicial duties. Of these, Justice Talfourd, who was struck with apoplexy while delivering his charge to the grand jury at Stafford at the spring assizes of 1854, and died after only a few moments had elapsed, was the only judge who actually expired on the bench. Baron Watson, at the spring assizes of 1854, at Welshpool, had just concluded his charge to the grand jury, when he was seized with apoplexy and died very shortly afterwards. Justice Wightman, on December 10, 1863, at the York assizes spent the day in trying a complicated case which lasted the whole day. His summing-up was masterly, and the hall was crowded. When he reached his lodgings he complained to his daughter, who appened to be with him on circuit, of his work overcoming him, but talked cheerfully of resigning and going on the Continent, went to bed, and died next morning. The death of Mr. Justice Manisty resembles most that of Justice Wightman. The learned judge, in the week before last, occupied himself with the work and amusement which forms the life of a judge during the sittings. He had been trying common jury causes all the week, and on Thursday dined in the Middle Temple Hall on Grand Day, when it was a matter of general remark how well he bore his years. He seems to have gone on to Gray's Inn, where he was a master of the bench, with Lord Morris to help entertain the excellent company gathered there. Next day he finished a part heard case, but on the approach of the time for adjourning the Court in the afternoon he was observed not to be taking a note of the evidence, which up to the time of his seizure he had taken, and which, as

we are told on the authority of the Lord Chief Justice, were as clear and his handwriting as delicate and distinct as if he had many years of life before him. He was carried out of Court to his private room, and later in the evening was driven to his house, where he died January 31, seven days after the attack.

The history of the life of Justice Manisty has the not very common feature that he was in turn solicitor, barrister and judge. It has been said that he did not come to the bar through the usual avenues. No doubt, at the time when he was called, it was not usual for an attorney or solicitor to be called to the bar, but in these days a solicitor of five years' standing may be called to the bar, without keeping any terms, upon passing the examination for admission to an Inn of Court. Even this slight barrier can be overcome on the certificate of two members of the council of the Incorporated Law Society that he is a fit and proper person to be called to the bar. The reason why Mr. Manisty, who in 1847 had for twelve years prospered as a solicitor, entered his name as a student at Gray's Inn, it is said, was that he wished as a barrister to win a case which he had lost as a solicitor. Three years afterwards he was called to the bar. As a junior he had a large practice in Westminster Hall and on the Northern Circuit in the class of cases usually called heavy commercial cases. His acuteness in detecting the real points of his case, and his energy in enforcing them, with the store of learning which he had accumulated, brought him success. His fame at this period of his career is commemorated in a song which is still sung on the Northern Circuit, in which all the briefs were said to fall into Manisty's red bag. He rapidly, twelve years afterwards, obtained a silk gown in 1857, and although he did not become the leader of the Northern Circuit, except, perhaps, in the sense that he was senior Queen's Counsel, he held his own on circuit and in Westminster Hall in cases requiring careful treatment of knowledge of the law or a knowledge of the place where to find it, which is almost equally good, and the power of putting the point and driving it home on the bench. As a judge, the most recent case of importance in which he took a prominent part was the case of *Regina* v. *The Bishop of London*. In the Divisional Court the Lord Chief Justice had to hold the scales between Baron Pollock and Justice Manisty, the one being in favour of the bishop and the other in favor of the Crown. The weight of the judgment of Justice Manisty was first tested by his delivering it before his brother as junior judge. After pondering for some months, the Lord Chief Justice inclined towards his brother Manisty, and this view of the case was upheld by the Court of Appeal. He tried the case of *Membury* v. *The Great Western Railway Company*, which is now the highest authority on the application of the maxim 'Volenti non fit injuria.' When he tried the case of *Adams* v. *Coleridge* in 1884, although he was criticised unjustly, he showed a sturdy independence of public opinion characteristic of himself and not universal in these times. All the cases that came before him were tried with patience and fairness, and in a manner satisfactory, so far as may be, to all parties.

It has been said that he had no humour; but there is a tale told of the judge that some time ago he consulted an eminent physician on the state of his health. When questioned as to his diet, he replied that he drank good part of a bottle of port a day. The physician said, 'That will not do; we must knock off that.' The judge complied for a fortnight, and came back to say that he was no better and rather worse. The physician suggested that perhaps after all the change of habit had done more harm than good, and advised him to return to his usual habit. Whereupon the judge said: 'That is all very well; but how about the arrears?' The physician shook his head at this judicial devotion to clearing his list, but it is not impossible that the second prescription helped the judge to do what is the duty of every good judge—'keep down the arrears.' —*Law Journal* (*London*).

LEGAL LIFE IN ENGLAND.

[Continued from page 64.]

"Before his call to the bar, the student has to pass an examination, the details of which are settled from time to time by a Council of Legal Education, which is nominated by the

four Inns of Court. Roughly speaking, it is divided into two parts—Roman law, in which one paper is set, and English law, which is sub-divided into three branches, with an examination paper for each branch. This examination entails, of course, the reading of a certain number of legal text-books; but its nature is not such as to tax severely the powers of any man of ordinary intelligence, and success in the passing of it by no means implies any profound legal learning.

"The necessary expenses of a call to the bar with a view to practice are by no means confined to the Government stamp duties and the fees payable to an inn. The inns provide nothing in the nature of legal training except a few lectures; and no lectures, however good, can qualify a student for practice. For practice, experience is necessary, and experience can only be gained in the chambers of a practicing barrister. There, and there only, can a knowledge be acquired of what may be called the unseen work of the bar—the advising of clients, the drafting of the 'pleadings' in an action, and the drafting of deeds and other documents. It is very commonly supposed that a barrister's business consists mainly, if not entirely, in arguing cases in court. This is by no means the case with 'juniors,' this is to say, barristers who have not attained the status of a Queen's Counsel. Every junior barrister (except those who devote themselves to criminal work) has a great deal more work to do in his chambers than in court. Many conveyancers rarely or never go into court at all. It may be safely said that a junior barrister's first acquaintance with an action is seldom gathered from his brief. In all probability he has advised on the subject matter of action, has drawn the pleadings, and has been responsible for all the preliminary stages before the actual hearing.

"Thus it is necessary for every student to learn his business in a barrister's chambers, and for the privilege of a seat in a pupil room during a year, and the right to read any papers which may come in, the customary fee is a hundred guineas. Some barristers try to give their pupils some definite tuition, but the busiest men are those who have most pupils, and the result generally is that the pupils are left to shift for themselves as best they can, and to pick up what knowledge they may. Two years' reading in chambers is usually considered the minimum equipment for practice at the bar, and this implies the disbursement of 200 guineas.

"It is not unusual to read in a solicitor's office as well as in a barrister's chambers, and there can be but little doubt that this is a wise course to pursue. By so doing the ordinary machinery of legal business is learned from the bottom upward, and a solid foundation is laid for the knowledge of law which is to follow. Many who are best qualified to judge have expressed their opinion that the wisest course for the would-be barrister to pursue is to begin his legal career as a solicitor, and only to join the higher branches of the legal profession when of maturer years. However this may be, a course of training in a solicitor's office must always prove of great practical value to a barrister; for there he has an opportunity of learning much that is useful, and much that renders the course of business intelligible, which could only be learned indirectly and with some difficulty in a barrister's chambers. There is no customary fee for a course of reading, as suggested, in a solicitor's office, but the fee to be paid is a matter of arrangement in each particular case. Many young barristers continue reading in a barrister's chambers after they have been called to the bar; but it must be remembered that professional etiquette strictly forbids a barrister from reading in a solicitor's office. Consequently such reading must take place, if at all, before call, and not after.

"The regulation two years' reading in chambers is usually divided between the Temple and Lincoln's Inn—that is to say, half the time is spent in the chambers of a Common Law barrister, and half in the chambers of one who practices on the Chancery side. In the majority of cases that is probably wise; for the young barrister ought to know something about each of the great branches of the law, and ought never to be obliged to refuse any work which may be sent to him. The nature of most men's career

is shaped for them almost accidentally, and the barrister must be ready to seize his opportunities as they arise, or they are quickly gone—perhaps never to return. Some perhaps feel that they have not the power of achieving success except in one particular line, and that an opportunity for distinction offered to them in any other would inevitably be wasted. For instance, one man may have a gift of advocacy without any power of storing up a knowledge of law. Such a one would be most likely to succeed on circuit and at sessions, and for him it would be a mere waste of time to enter any chambers where he would see nothing but the drier work of a Chancery practice. Another, again, may have opposite powers and tastes, and may revel in the drafting of complicated deeds and wills, and the grubbing out of obscure points of law.

"Apart, however, from the question whether the necessary reading in chambers ought to be wholly in the Temple or wholly in Lincoln's Inn, or equally divided between the two, some of a man's chances depend on a good choice with whom to read. If he has many friends who are able to help him when he is called to the bar he will probably be wise in entering the chambers of some barrister in full practice, with whom he can be sure of seeing plenty of work. If, however, he has not a practice of his own assured to him he had better read, for part of his time at least, with some barrister who is not overwhelmed with work, and who is likely to give his pupil work to do for him in the future in the capacity of his 'devil.' In the same way a young barrister who intends to join a particular circuit ought to read with some one who is already in practice on that circuit, and to whom he may hope more or less to attach himself in the future."

INSOLVENT NOTES, ETC.

Quebec Official Gazette, Feb. 22.

Judicial Abandonments.

Charles Beaulieu, merchant tailor, Quebec, Feb. 15.

Archibald Blacklock, doing business under the name of J. Neville & Co., contractor, Montreal, Feb. 15.

Zéphirin Champoux, trader, parish of St. Sylvère, district of Three Rivers, Feb. 17.

E. & Z. Durocher, manufacturers and traders, Iberville, Feb. 17.

Joseph Griffith, trader, parish of St. Cyrille de Wendover, district of Arthabaska, Feb. 18.

Joseph Lavallée, district of St. Hyacinthe, Feb. 17.

E. E. Parent, Hull, Feb. 7.

Curators appointed.

Re C. G. Davies & Co., Quebec.—J. Y. Welch, Quebec, curator, Feb. 17.

Re Dame Sophronie Lauzon.—Bilodeau & Renaud, Montreal, joint curator, Feb. 17.

Re Giguère & Co., Quebec.—Kent & Turcotte, Montreal, joint curator, Feb. 17.

Re Joseph Landsberg, Sherbrooke.—A. W. Stevenson, Montreal, curator, Feb. 18.

Re Macaire Laurier, Montreal.—J. McD. Hains, Montreal, curator, Feb. 15.

Re Charles J. McGrail, Montreal.—N. P. Martin, Montreal, curator, Feb. 18.

Re A. Paradis & Co., Quebec.—D. Arcand, Quebec, curator, Feb. 17.

Dividends.

Re George Bisset (of James Bisset *et al.*), Quebec.—Second dividend, proceeds of immovables, payable March 3, James Reid, Quebec, curator.

Re H. Gagnon & Co., dry goods merchants, Quebec.—Third and last dividend, payable March 10, H. A. Bedard, Quebec, curator.

Re Miller & Higgins.—Second and final dividend, W. J. Common, Montreal, curator.

Re F. X. Morency, contractor, St. Sauveur de Québec.—Dividend, payable March 12, P. Beland, Quebec, curator.

Re Alexis Paquet, trader, St. Ulric.—First dividend, payable March 8, H. A. Bedard, Quebec, curator.

Seperation as to property.

Lina Deneault vs. Ludger Deslippe, farmer, parish of St. Cyprien, district of Iberville, Feb. 15.

Marguerite Lafrenière dit Baron vs. Ferdinand Gagnon, contractor, Montreal, Feb. 4.

Fridoline Leblanc vs. Olivier Séguin, tailor, Montreal, Feb. 18.

Marie Sophie Amanda Lussier vs. Napoléon Nicole, farmer, parish of St. Hyacinthe, Feb. 15.

GENERAL NOTICES.

An extravagant young man called upon a judge, and after a few remarks had passed between them, the judge looked up and asked: "Brother Lightweight, why don't you get married?" Because I can't afford it. How much do you suppose it costs me to live now?" The judge declared that he could not guess. "Well, it costs me all of $6,000 a year just for my own living." "Dear! dear!" said the judge in a tone of astonishment. "Why, Lightweight, I wouldn't pay it. It isn't worth it!"

MR. JUSTICE FIELD.—Mr. Justice Field has sent in his resignation to the Lord Chancellor of his appointment as a judge of the Queen's Bench Division. The learned judge has just completed the fifteen years of service entitling him to a retiring pension.