The Legal News.

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The bill introduced by the Minister of Justice to amend the Copyright Act, proposes to make the condition of obtaining copyright in Canada, that there should be publication or re-publication in Canada within three months after the first publication elsewhere. The three months may be extended by the Minister of Agriculture for a longer period, provided proof is adduced that satisfactory progress has been made in re-publishing in Canada. It is likewise proposed that if any person entitled to copyright under the Act fails to take advantage of its provisions, the Minister of Agriculture may give a license to any other person to republish, on such person filing with him an agreement and security to pay a royalty of ten per cent. on the retail price of every book sold under the license. It is intended the royalty shall be collected under regulations made by the Governor in Council. After the passing of this Bill the importation into Canada of foreign reprints of works, of which the copyright is secured in Great Britain and has been registered in Canada, will be prohibited.

The Green Bag (C. C. Soule, Boston), for February and March, maintains the excellence exemplified by its first number. Admirable features of this publication are the fine portraits and illustrations which appear in it. The *Chicago Law Times* and the *Chicago Legal News* have made considerable progress in this direction, but *The Green Bag* has stepped at once to the front. The February issue contains a fine portrait of Lord Chief Justice Cockburn, and the March number, one of Chief Justice Shaw. Several of the articles in each issue are embellished with portraits of living judges and lawyers. If the appetite for illustration grows, we shall have to consider whether our *Montreal Law Reports* should not be embellished with portraits of the judges and counsel who figure therein. As they are all (or almost all) handsome men, the artist would have excellent material to work upon.

The case of *Lesurques*, in the February number of *The Green Bag*, is a melancholy illustration of the fallibility of evidence of identity. Lesurques was condemned and executed for a crime with which he had nothing whatever to do, the witnesses being deceived by a resemblance. If evidence of identity of person be subject to error, with how much greater caution must evidence of identity of handwriting be received? The *Times* has good reason to press this point home.

The flying column of police and scouts, with which Mr. Dugas is seeking to effect the capture of Donald Morrison in the Megantic district, is attracting considerable attention. Though the effort has been without result up to date, success is not to be despaired of, and Mr. Dugas is not the man to abandon the undertaking prematurely. The mere arrest of a person who appears to be a monomaniac on the subject of wrongs, real or imaginary, is an insignificant matter; but the helplessness of the law, so long exhibited, was quite otherwise, and everyone will agree that it was high time the scandal should be terminated.

COUR SUPERIEURE.

District de Saguenay, février 1889.

Dufour, es-qualité, v. Tremblay.

Curateur au mineur émancipé—Peut-il poursuivre seul?—Discrétion quant aux frais.

Jugé:—*Que le curateur au mineur émancipé ne peut poursuivre en son nom seul, et que s'il le fait, son action sera déboutée, mais sans frais, sur exception à la forme.*

Le demandeur poursuivit en sa qualité de curateur à sa fille émancipée, et ce, en reddition de compte au montant de $400.00, en son nom seul, es-qualité, comme l'eût fait un tuteur.

Le défendeur rencontra l'action par une exception à la forme, alléguant: 1. Que l'action devait être prise au nom de la mineure

émancipée assistée de son curateur ; 2. Que la curatelle conférée était nulle, vu qu'un premier curateur avait été choisi à la mineure précédemment par acte dûment homologué ; Que cette curatelle n'ayant jamais été attaquée ni annulée, l'on ne pouvait légalement procéder à nommer un autre curateur sans faire destituer le premier.

Réponse spéciale de la part du demandeur : Que la curatelle à lui conférée était régulière ; Que le premier curateur était décédé après signification de son action, mais avant l'exception à la forme ; Que d'ailleurs le premier curateur n'ayant point fait les diligences nécessaires pour poursuivre le défendeur, on avait été justifiable d'en nommer un autre pour le remplacer.

La preuve constata le décès du premier curateur lors de l'exception à la forme, et que sollicité à plusieurs reprises par la mineure émancipée, il n'avait pas jugé à propos de poursuivre.

Sur le premier chef, le défendeur cita : C. C. 319 et 320; Pigeau Proced. I, p. 70 et 71. 65, 66 ; Aubry et Rau, I, p. 247 ; Meslé. Traité des tutelles et curatelles, p. 12. Sur le second : C. C. 286 et 287 ; *Motz* v. *Moreau*, 5 L. C. R. 433 : "Tant qu'une première tutelle existe, une seconde tutelle et les actes faits par le second tuteur sont nuls."

Le demandeur de son côté cita : 2 Boileux, p. 296 ; Demolombe, 8, p. 205 et 222 ; 17 L. C. R. 347 ; 2 Magnin, "des Minorités," p. 599 ; Perrin, "des nullités," p. 90 et 91 ; C. C. Art. 247.

La Cour, par son jugement, ne se prononça pas sur la nullité de la deuxième curatelle, mais déclara que l'action devait être renvoyée et l'exception à la forme maintenue, le curateur ne pouvant poursuivre seul ; sans frais, vu les circonstances de la cause ;

[Les circonstances de la cause étaient comme suit : Le demandeur réclamait une reddition de compte du défendeur, alléguant qu'il avait retiré $400.00 en sa qualité de procureur dûment fondé de la demanderesse, et qu'il négligeait d'en rendre compte ; naturellement, contestation n'ayant point été liée au mérite, il ne peut être question des moyens de défense au fond ni du bien fondé de la demande, justifiée simplement pas l'*ipse dixit* du demandeur en sa déclaration.]

J. S. Perrault, procureur du demandeur.

Chs. Angers, procureur du défendeur.

(C. A.)

COUR DE CIRCUIT.

DISTRICT DE SAGUENAY, février 1889.

DALLAIRE v. REEVE.

Action prise in forma pauperis—Timbre—Exception à la forme—Discrétion quant aux frais.

JUGÉ :—*Que le bref d'assignation dans une cause in forma pauperis doit être revêtu du timbre exigé par la loi.*

Que le demandeur ayant fait apposer sur son action un timbre déjà oblitéré et de nulle valeur, la Cour lui refusera permission de faire apposer un nouveau timbre, mais renverra son action sans frais.

Le demandeur procédant *in forma pauperis* fit émaner de la Cour de Circuit un bref de sommation, au montant de $100.00, qui fut dûment timbré. Ce bref fut remis au procureur du demandeur mais ne fut point signifié. Quelques jours plus tard, le demandeur fit émaner un nouveau bref pour $90.00 et y apposa ou y fit apposer le timbre dont sa première action était revêtue, après que la date écrite par le greffier sur ce timbre eut été changée pour la faire concorder avec la date de l'émanation du second bref.

Le défendeur crut très à propos de plaider par exception à la forme, que le bref ne portait point le timbre exigé, et de relater les faits ci-dessus. Ce plaidoyer lui paraissait d'autant plus favorable, que le demandeur réclamait cette somme de $90.00 pour diffamation.

La preuve fut conforme aux faits plaidés.

Le procureur du demandeur après avoir soutenu que l'action étant *in forma pauperis*, aucun timbre n'était requis, crut plus prudent de faire motion pour permission d'apposer nouveau timbre.

La Cour refusa d'accorder la permission demandée, et débouta l'action, mais sans frais, vu que le procureur du demandeur semblait avoir agi de bonne foi.

G. A. Kane, pour le demandeur.

Chs. Angers, pour le défendeur.

(C. A.)

*COURT OF QUEEN'S BENCH — MONTREAL.**

Community—Gift of immovable property made to consorts jointly by ascendant of one of the consorts—Effect of—Art. 1276, *C. C.—Opposition—Distribution of money.*

HELD:— 1. That the gift of immovable property by a father to his daughter and her husband, jointly, is deemed to be a gift to the daughter alone (C.C., Art. 1276); and so where a judgment against the son-in-law is registered against property so given, there is no hypothec, the title not being in the son-in-law.

2. When money is before the Court for distribution, the real question is as to the party entitled to it—and not the regularity of the proceedings by which it was procured.

3. An unpaid creditor can raise the question as to the real owner of the property sold in execution, and claim the proceeds, although the real owner be silent.—*St. Ann's Mutual Building Society & Watson*, Monk, Ramsay, Tessier, Cross, Baby, JJ., Nov. 28, 1882.

SUPERIOR COURT—MONTREAL.†

Physician—Proof of services—Art. 2260, *C. C.,* 32 *Vict.* (*Q.*), *c.* 32, *s.* 1.

HELD:—In an action by a physician for professional services to defendant's wife, where it was admitted by the defendant that he had employed the plaintiff previous and up to the date of the account sued for, and that he was aware of the attendance subsequently, that the oath of the physician was admissible, under Art. 2260, C. C., as amended by 32 Vict. (Q.), c. 32, s. 1, (R. S. Q. 5851), to make proof as to the nature and duration of the services. *Dansereau* v. *Goulet*, 5 Leg. News, 133, distinguished.—*Baynes* v. *Brice*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

Negligence causing fright or nervous shock—Damages—Immediate and direct consequence—Responsibility.

HELD (affirming the decision of Davidson, J., M. L. R., 4 S. C. 134):—That damage resulting from fright or nervous shock unaccompanied by impact or any actual physical injury, is too remote to be recovered. And so, where a miscarriage resulted from a nervous shock caused to the plaintiff by the fall of a bundle of laths (which occurred through the defendant's negligence) near the spot where the plaintiff was standing, it was held that the damage was too remote to be recovered.—*Rock et vir* v. *Denis*, in Review, Johnson, Taschereau, Mathieu, JJ., (Mathieu, J., diss.), Dec. 22, 1888.

Evidence—To establish that indorser of note was not to be bound by indorsement—Art. 1234, *C. C.*

HELD:—Parol evidence is inadmissible, under Art. 1234, C.C., on the part of the indorser of a promissory note, to establish an agreement pleaded by him, that he would not be required to pay the note.—*Decelles* v. *Samoisette et al.*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

Evidence—Admission of testimony to prove that debtor was granted a delay—Arts. 1233-1235 *C. C.*

HELD:—The fact that an extension of time was given by a grocer to a customer, for the payment of the grocer's account for goods sold and delivered, may be proved by testimony, where no writing exists which would be contradicted by such testimony.—*McGarry* v. *Bruce*, Johnson, J., Sept. 29, 1888.

Accident Insurance—Partnership—Dissolution—Interest of retiring partner.

The life of *J. S. McLachlan* was insured against accident, as one of the members of the firm of *McLachlan Brothers & Co.*, the insurers (defendants) undertaking to pay the sum of $10,000, within 90 days after the death of one of the persons named in the policy, to the surviving representatives of the firm. By one of the provisions of the policy it was stipulated that when a member left the firm, the insurance should cease on his person. *J. S. McLachlan* ceased to be a part-

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

†To appear in Montreal Law Reports, 4 S. C.

ner seven months before his death by drowning, and the dissolution was duly registered. In answer to one of the questions submitted, the jury found that the firm was dissolved, "but *J. S. McLachlan* had a continued and active interest in the business."

HELD:—That the insurance as far as J. S. McLachlan was concerned, lapsed at the date of the dissolution of the partnership, and the fact that he continued to have an interest in the business did not entitle the other partners to maintain an action upon the policy.—*McLachlan et al.* v. *Accident Ins. Co. of N. A.*, in Review, Johnson, Doherty, Jetté, JJ., Sept. 29, 1888.

APPEAL REGISTER—MONTREAL.

Tuesday, March 26.

Bell Telephone Co. & Skinner.—Two cases. Motion for leave to appeal to Privy Council rejected with costs.

Stanton & Canada Atlantic Ry. Co.—Motion for the re-transmission of the record to the Court below, for final adjudication on costs (and consequent additional security for costs to be given), granted.

Devin & Ollivon.—Confirmed, Dorion, C.J., and Cross, J., diss.

Shaw & Perrault.—Confirmed, Dorion, C.J., and Cross, J., diss.

Dun et al. & Cossette. — Reformed as to amount of damages, which is reduced from $2,000 to $500; costs of appeal in favor of appellants. Cross, J., diss., is of opinion that action should be dismissed.

City of Montreal & Rector & Churchwardens of Christ Church Cathedral.—Confirmed.

Yon & Cassidy.—Confirmed.

Fortin & Dupuis.—Confirmed, Bossé, J., diss.

Martin & Labelle.—Reversed.

Farwell et al. & Walbridge: Farwell et al. & Ontario Car & Foundry Co.—Part heard.

Molleur & Dougall et al.—Motion for leave to appeal from interlocutory judgment rejected.

Wednesday, March 27.

Trudel & Viau.—Confirmed, Dorion, C.J., diss.

Trudel & Cie. d'Imprimerie.—Motion for leave to appeal from interlocutory judgment rejected.

Gonzalès et al. & Davie.—Motion for leave to appeal from interlocutory judgment rejected.

Vinceletti & Merizzi.—Motion for leave to appeal from interlocutory judgment rejected without costs, Church & Bossé, JJ., diss.

The following appeals were struck for want of proceeding for a year:—*Webster & Eaton; Montreal Cotton Co. & Hobbs; Trust & Loan Co. & Monbleau; Smith & Wheeler; City of Montreal & Kimball.*

Farwell et al. & Walbridge; Farwell et al. & Ontario Car & Foundry Co.—Hearing concluded. C A. V.

The Court adjourned to May 15.

*DECISIONS AT QUEBEC.**

Procédure—Bref d'injonction—A qui adressé.

Jugé:—Il n'est pas nécessaire que le bref d'injonction soit adressé à la partie contre laquelle il est demandé; il peut être valablement adressé aux huissiers du district, leur commandant "d'assigner la partie à comparaître à un jour fixé pour répondre à la requête libellée qui y est annexée et de lui enjoindre, etc."—*Corporation de Beauport* v. *Cie. du Chemin de Fer Q. M. & C.*, C. S., Casault, J., 17 déc. 1888.

Procédure—Révision—Inscription et Dépôt.

Jugé:—Deux ou plusieurs défendeurs, qui ont plaidé séparément à l'action intentée contre eux, et qui ont été condamnés par un seul jugement, peuvent se réunir pour inscrire la cause en révision, en faisant une seule inscription et un seul dépôt. — *Villeneuve* v. *Coudé et al.*, en révision, Casault, Caron, Andrews, JJ., 31 janvier 1889.

Action pour pénalité—Affidavit.

Jugé:—1o. Le statut 27 et 28 Vict., ch. 43, s'applique, quant à l'affidavit qui y est mentionné, aux actions populaires intentées pour recouvrer les amendes imposées, depuis la confédération, par les statuts fédéraux. (Casault, J., diss.)

2o. Un affidavit qui ne porte que les noms et les initiales des prénoms des parties, qui ne réfère pas au *præcipe* et ne contient aucune énonciation qui puisse l'identifier avec

* 15 Q. L. R.

la poursuite, est insuffisant et ne satisfait pas aux exigences de la 27 et 28 Vict., ch. 43.—*O'Brien* v. *Caron*, en révision, Casault, Andrews, Larue, JJ., 30 nov. 1888.

Procédure—Compétence—Droit d'action—Art. 34 C. P. C.—Enregistrement de déclaration de société—Succursale—Art. 1834 *C. C.*

Jugé:—1o. La Cour Supérieure siégeant dans le district où une société commerciale a un établissement d'affaires ou succursale, est compétente à juger une action intentée contre cette société en recouvrement de l'amende imposée par le ch. 65, S. R. B. C.

2. Toute société commerciale est tenue de remettre au protonotaire du district et au régistrateur du comté où elle a une succursale, la déclaration mentionnée à l'art. 1834, C. C., à peine de l'amende imposée pour défaut en pareil cas.—*Larue* v. *Patterson et al.*, C. S., Larue, J., 5 déc. 1888.

Obligation nulle—Qui peut l'attaquer—Femme mariée—Considération illégale—Faits censés admis—Art. 144, *C. P. C.*

Jugé:—1o. Un créancier peut attaquer une collocation qui repose sur un titre antérieur au sien, lorsque la nullité dont il est entaché est absolue et d'ordre public;

2o. Le créancier d'une obligation souscrite par une femme mariée et qui est attaquée pour défaut de considération et comme ayant été consentie pour une dette du mari, doit établir que l'acte est fondé sur une considération propre à la femme, surtout s'il se présente, comme dans l'espèce, des circonstances de nature à faire douter de son existence;

3o. Tout fait qui n'est pas spécialement nié dans les plaidoieries des parties est censé admis. Art. 144, C. P. C.—*La Banque Union & Gagnon et al.* en appel, Tessier, Cross, Church, Bossé, Doherty, JJ., 6 déc. 1888.

*LAW FOR LADIES.**

If a man out West wishes to keep his wife, he must not play practical jokes upon her, nor treat her ailments, whether real or imaginary, with derision, deception, or contempt. If he does so she may get a divorce from him in Illinois and leave him. The judges out in that State are (in some respects) the *crême de la crême* of politeness—veritable Admirable Crichtons. They hold that the perpetration of a practical joke shows one to be "a coarse man;" "no one of any refined sensibilities will ever practise a practical joke upon, *or relate one concerning his friend.*" The sentiment is that of one of the Illinois judges. The italics are ours, and lead us to remark,

"Alas for the rarity
Of refined sensibility
"Under the sun!"

But about the couple that forms the subject of our present discourse, Mr. and Mrs. Sharp. Mr. Sharp complained often of Mrs. Sharp's medical expenses; he said he didn't "believe in paying doctor's bills," and that she "ought to die and go to heaven." The Court didn't like these expressions of his. (Will the learned editress of the *Chicago Legal News* tell us why? Was the judge an unbeliever in the pleasures and delights of heaven? Did he think that no doctor presents his bill in heaven? However, to proceed.) The Court went on: "On one occasion when she had the neuralgia, she wanted the 'extract of lettuce.' He (Sharp) took an empty bottle and pretended to get it for her, and instead of doing so he filled the bottle with foul water taken from a tub outside the house. After she had used it, he said she expressed herself as much benefited by its use. .... He then told her it was not the 'extract of lettuce' at all, but that it was a vile liquid....The excuse given for the deceit does not relieve the defendant (Sharp) from the severest censure. The least that can be said of it is, it was a 'practical joke,' the perpetration of which shows he is a coarse man. No matter what his motive may have been, his wife had serious grounds for complaint on account of the deception practised upon her. It was very unkind, to say the least of it." (We would add, "it was sharp practice, too.") She got a divorce for this and sundry other ills of his. By the way, what would this learned judge say of medical men and their pills of bread and draughts of sugar and water? (*Sharp* v. *Sharp*, 116 Ill. 509.)

"Silence is golden," say the Persians. "If a word be worth a shekel, silence is worth a

* Mr. R. V. Rogers in Canada Law Journal.

pair," say the Hebrews; but the Western Court, in *Sharp* v. *Sharp*, *supra*, belonged to a different school of philosophers, and held that to live in the same house with a wife for ten years and not to address her "either in anger or in kindness" "ill accords with the duty of a husband to his wife." "It is difficult to imagine anything more disagreeable and exasperating than the presence of one who from mere sullenness will not utter a word. The veriest solitude, where no living creature is visible, would be preferable." Out West, taciturnity appears to be a ground for divorce.

In New Jersey, if a man talks too much and steals the engagement ring from his wife, she may get a divorce. The period of conjugal felicity which McKean and his wife —according to the judgment of Bird, V. C. —enjoyed, was measured by a few months. Then came separations and wanderings, charges and recriminations. "But," says the judge, "after her return to her parents, he (McKean) called upon her and had a private interview with her. During this interview he asked for her engagement ring, and promised her upon his honor to return it to her. He did not return it. He left her then and took the ring with him. He says that he told her she could have it again if she would live with him. She says that he took and kept it without any qualification whatever. In my judgment, this act of the husband in taking this ring and carrying it away, without any subsequent efforts at reconciliation, is most ample proof of a determination to separate himself from his wife and to desert her, unless it is made to appear that she was first in fault, and had taken some step to sever the marital relation. I find no such fault in her conduct, although not in all respects of the highest rectitude. Why did the husband want a private interview? He asked her father for such an interview. I conclude it was for the sole purpose of securing the engagement ring, and of thus proving to her the entire absence of all affection or regard." The wife got a divorce, notwithstanding his assertion that he loved her, and was willing and anxious to live with her as his wife. Alack, alack, well-a-day! the difficulties that now beset a poor man's path! A private interview with a man's own wife, with her own father's consent, may now be brought up in judgment against him. Formerly the danger lay in private interviews with other men's wives. (*McKean* v. *McKean*, New Jersey Ct. of Chy., 34 Albany L. J. 242.)

We understand, from what others have told us, that one of the most difficult things a young lady ever has to decide is what to do with the rings, photos, books, &c., which her Romeo has given her during the happy engagement days, when the love of Romeo has grown cold and the engagement is broken off. To return or not to return? That is the question. With regard to some gifts, such as candies, ice cream, sweets, and kisses, no such troublesome query occurs; they have all melted away. Miss Kraxberger has settled, for the benefit of her unmarried sisters, that the engagement ring may be returned to him who has broken his plighted troth, while at the same time she may make him pay heavily in damages for trifling with her affections, and injuring her prospects of settling with some other one for life. List to the graphic way in which the judge of the Supreme Court of Missouri speaks: "Fully realizing then" (because he had just told her so) "that she had indeed lost the love that he had once assured her was hers, and upon the faith of which she had engaged herself to him, and that his determination not to marry her was final and conclusive, she takes from her finger the engagement ring once given her as a token of his sincerity and fidelity, now a memento only of his fickleness and treachery, and in her express words, "gave it up to him," and went crying from his presence. This, forsooth, is claimed to be evidence that the plaintiff agreed to rescind the contract and release the defendant from the obligations thereof .... The defendant by his own action had left her no choice in the matter, nothing that she could do but accept the situation he made for her, abandon all hope of the marriage, give up the symbol of that hope, and seek such compensation in damages as the law could give her for the injuries she had suffered, without fault on her part, at the hands of the defendant; and this, the only remedy left her, she seeks in this case." And she got it (*Kraxberger* v. *Roster*, 91 Mo. 404).

Evidently it is dangerous trifling with an engagement ring; steal it and you lose your wife; take it when offered, and you may lose your money; leave it, and you may lose your quiet repose, peace of mind—everything.

Though it appears to be a risky thing for a husband to steal his wife's rings—at least when the matter comes before a dissolving judge—still a wife is not guilty of felony if she steals her husband's goods; because husband and wife are considered but one in law, and the husband by endowing his wife at the marriage with all his worldly goods, gives her a kind of interest in all of them. Nor is she guilty of larceny if she steals goods deposited with her husband in which he has a joint property; for instance, if he is a member of a friendly society and the treasurer of the funds, she may take them without being a thief. And even a third party to whom the wife may give these abstracted goods, cannot be held guilty of larceny. If, however, the wife elopes with a lover, taking with her the goods of her husband, and gives them to her naughty companion, who takes them away, this would be larceny, for in such a case the consent of the husband cannot be presumed. (*Rex* v. *Willis*, 1 Moo. C. C. 375; *Rex* v. *Tolfree*, 1 Moo. C. C. 243; *Regina* v. *Kenny*, 46 Law J. Rep. M. C. 156; L. R. 2 Q.B. Div. 307; Schouler, Dom. Relations, sec. 51.

This state of the law seems rather hard in the present age, when the wife is so highly favored and protected as to her own goods and chattels, *lares et penates*; and when every man does not now at the altar say to his bride, 'With all my worldly goods I thee endow."

If a married woman be canny enough to keep her husband always by her, she may go through the world running amuck like a wild Malay, and do a great many queer things, for the law in its chivalry and gallantry will presume her to be innocent, and that she is coerced by her husband into doing these unfeminine actions (Russell on Crimes, ch. 1; Schouler, Domestic Relations, sec. 49, 50). For *mala prohibita* she will not be punished, but for *mala in se* she is. Who can forget the words of Mr. Bumble on this point, when he began to fear the unfortunate little circumstance in which his wife had been engaged might deprive him of his "porochial office," and had remarked, "It was all Mrs. Bumble. She *would* do it." "That is no excuse," replied Mr. Brownlow. "You were present on the occasion, and, indeed, are the more guilty of the two in the eye of the law; for the law supposes that your wife acts under your direction." "If the law supposes that," said Mr. Bumble, squeezing his hat emphatically in both hands, the law is a ass—a idiot. If that's the eye of the law, the law's a bachelor, and the worst I wish the law is, that his eye may be opened by experience—by experience." ("Oliver Twist,' ch. 51).

Speaking of bachelors in these days of increasing taxation and deficits, and when the number of marriageable young women in the settled parts of the country is constantly and persistently becoming greater than that of marrying young men, and when the ballot is passing into the hands of the fair sex, how is it that a tax is not put upon bachelors? William III, of great, glorious, pious and immortal memory, gave his assent to such an Act in April, 1695 (not on the first, but on the twenty-second of that month). The Act was intituled "An Act for granting His Majesty certain rates and duties upon marriages, births, burials, and upon bachelors and widowers, for the term of five years, for carrying on the war with vigor." By this, bachelors and widowers above twenty-five years old paid yearly 1s., but a marquis who was a bachelor or a widower, had to pay yearly 10l., while a duke in that solitary state had to pay 12l. 10s. These taxes were kept on until 1706. The laws of Rome had severe penalties for those who remained celibates after a certain age, and Lycurgus authorized criminal proceedings against those who eschewed wedlock. Louis XIV, throughout the length and breadth of Canada, whipped Hymen, if not Cupid, into a frenzy of activity—as Parkman says. Twenty livres were given to each youth who married before the age of twenty, and to each girl who married under sixteen. Any father of a family who, without showing good cause, neglected to marry his children when they had reached the ages of twenty and sixteen, was fined. Young men were ordered

to marry within a fortnight after the arrival of the yearly cargo of women from France. No mercy was shown to the obdurate bachelor. They were forbidden to hunt, fish, trade with the Indians, or go into the woods under any pretence whatsoever. So active was the market, that one young lady was married at twelve years of age, and a widow went to the altar afresh before her late husband was buried ("The Old Regime").

Ladies are in the legal profession without a doubt; in fact, it is only for them and their edification and delight that this article is written, printed and published; and one is almost led to believe that some of them have already donned the ermine, and sat down upon the bench, when one meets a judicial utterance such as the one in this case: A son-in-law sued for boarding his mother-in-law twenty-six and a half weeks (fortunately for the man this was not all at one time, but on five different occasions, extending over four years); sometimes the lengthening out of these visits was made at the suggestion of the daughter, sometimes the doctor voiced the idea. The mamma-in-law never promised to pay, nor did the son-in-law succeed in proving that she had ever expected to be charged board. The Court—surely a mother-in-law—said, "It would be a crime against nature and humanity to give all the courtesies, favors and visits that are exchanged between parents and children, the mercenary quality of dollars and cents." (*Lawyer* v. *Hebard*, 58 Vt. 375).

Mothers-in law, as one would naturally expect from their number, have been before the Court prior to the time of 58 Vermont. *Mach* v. *Parsons* (1 Am. Dec. 17) sets forth a rule of comfort to husbands—namely, that a son-in-law cannot be held responsible for the support of his wife's parents. And in New Hampshire it was decided that a coffin and grave-clothes, purchased by a man for his mother in-law, who died a member of his family, were necessaries, so as to charge a trust fund (*Thompson* v. *Smith*, 57 N. H. 306.)

(To be continued.)

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, March 23.

Judicial Abandonments.

N. Dion & Co., boot and shoe manufacturers, Quebec, March 15.

Alexis Grégoire, boot and shoe manufacturer, St. Henri, March 19.

Joseph Alfred Morin, watch-maker, St. Hyacinthe, March 12.

Amable Rufiange, blacksmith, St. Timothée, Mar. 14.

Curators Appointed.

Re Alexander Allan, doing business as the Canada Dye Stuff and Chemical Co.—W. A. Caldwell, Montreal, curator, March 22.

Re S. Cardinal.—Kent & Turcotte, Montreal, joint curator, Mar. 18.

Re J. W. O. Déchène, Fraserville.—H. A. Bedard, Quebec, curator, March 19.

Re J. A. Demers, Levis.—H. A. Bedard, Quebec, curator, March 20.

Re G. A. Drouin.—C. Desmarteau, Montreal, curator, March 15.

Re A. J. Fortin & Co., Three Rivers.—J. McD. Hains, Montreal, curator, March 15.

Re Evariste Gélinas.—C. Desmarteau, Montreal, curator, March 20.

Re L. Philippe Guillemette, St. Jérome.—Bilodeau and Renaud, Montreal, curators, March 15.

Re David Guimond, Ste. Madeleine.—A. Turcotte, Montreal, curator, March 16.

Re L. E. Guimond & Co., Beauharnois.—C. Desmarteau, Montreal, curator, March 18.

Re Francis X. Lahaie, Masham Mills.—J. McD. Hains, Montreal, curator, March 15.

Re J. C. E. Montreuil & Co.—A. Toussaint, Quebec, curator, March 13.

Re Morency & Frères, St. François.—G. O. Taschereau, St. Joseph, Beauce, curator, March 19.

Re Munns & Crabtree.—C. Millier & J. J. Griffith, Sherbrooke, joint curator, March 18.

Re Pierre Plautier.—C. Desmarteau, Montreal, curator, March 15.

Re Archibald Ralston (Peter Ralston & Sons).—W. A. Caldwell, Montreal, curator, March 20.

Re Amable Rufiange.—C. Desmarteau, Montreal, curator, March 19.

Re Hormisdas St. Germain.—C. Desmarteau, Montreal, curator, March 20.

Dividends.

Re G. A. Chevalier.—First and final dividend (52½ per cent.), payable April 5, J. McD. Hains, Montreal, curator.

Re J. C. Dansereau. — First dividend, payable April 15, Kent & Turcotte, Montreal, joint curator.

Re Solyme Davignon, fils.—First dividend, payable April 5, J. A. Nadeau, Iberville, curator.

Re David Déry, Trois Pistoles.—First and final dividend, payable April 8, H. A. Bedard, Quebec, curator.

Re P. C. Gagnon.—Dividend, payable April 12, Kent & Turcotte, Montreal, joint curator.

Re L. Grenier.—Dividend, payable April 1, F. Valentine, Three Rivers, curator.

Re C. Z. Langevin, St. Sauveur de Québec.—First and final dividend, payable April 8, H. A. Bedard, Quebec, curator.

Re B. Maynard, St. Guillaume.—Dividend, payable April 15 Kent & Turcotte, Montreal, joint curator.

Re Eugène Michaud, Fraserville.—First and final dividend, payable April 8, H. A. Bedard, Quebec, curator.

Separation as to Property.

Celina H. Narbonne vs. J. Bte. Blanchard, forwarder, Ste. Anne de Bellevue. March 20.

Delphine Clarisse Piché vs. Alexis Grégoire, manufacturer, St. Henry, March 20.