The Legal News.

Vol. XI. FEBRUARY 4, 1888. No. 5.

In a recent case in England, *Pescod* v. *Pescod*, Mr. Justice Kay had to dispose of an interesting question in connection with the appointment of umpires. Two arbitrators failing to agree upon an umpire, decided upon the simple way of choosing one by lot. Accordingly two names were written down on separate pieces of paper—one by each arbitrator—which were placed in a hat. A third person was called in to select one of the slips of paper, and the name first drawn from the hat was appointed. Subsequently the arbitration proceeded; several meetings were held, but an agreement could not be come to, and ultimately the defendant moved for an injunction to restrain the umpire from proceeding, on the ground of the irregularity of his appointment. Mr. Justice Kay, in giving judgment granting the injunction, pointed out that if the case had been that, before drawing lots, the umpire had been known to both the arbitrators, and they had agreed that he was a fit person for the post, the appointment might have been allowed to stand; but for an arbitrator to assent to the appointment of an umpire of whom he knew nothing was an evasion of his judicial duty, which it was impossible to uphold. The appointment of an umpire should always be made with the greatest possible care. If a difficulty in the selection of a proper person should arise, an easy remedy is provided by the Common Law Procedure Act.

The *Chicago Legal News* notices the fact that Leopold Newhouse was committed by Judge Prendergast for ten days for contempt of court, in testifying falsely in a matter before the court. "The punishment of course," says our contemporary, "is not for the crime of perjury, but for the imposition upon the court. Every court has the power to protect itself from imposition. Newhouse, should he be proved guilty, may still be indicted and punished for perjury. Judge Bradwell, when he was judge of the same court, committed Richard Rainforth to jail, and kept him there for one year for pretending to die and imposing upon the court by having his will presented for probate so as to obtain thirteen thousand dollars life insurance money."

The January appeal term in Montreal, opened with 93 cases on the printed list. The following statement shows the number of inscriptions on the January list in the five preceding years:—1883, 111; 1884, 92; 1885, 84; (additional terms were held in 1884-5) 1886, 105; 1887, 104. Twenty civil cases and two Reserved Cases were heard in January.

It is a curious, and perhaps significant fact, that the English Solicitor-General, addressing the Birmingham Law Students' Society on the 18th January, argued strenuously in favor of the fusion of the two branches of the profession.

PUBLICATIONS.

The Reference Book: being a detailed index of all public and private statutes and orders in council, passed by the Canadian Parliament and by the legislatures of the several Canadian Provinces, since Confederation, down to and including the year 1887; by J. F. Dubreuil, Esq., Advocate, Deputy Sheriff, Montreal. Second Edition; Montreal, A. Periard, Law Publisher.

The first edition of Mr. Dubreuil's extremely useful book appeared in 1879, and comprised 320 pages. Since that time the Dominion of Canada has advanced rapidly, the growth of the country has called for large additional legislation, the Dominion Statutes have been revised, and consolidation has been effected in some of the Provinces. The editor, therefore, had to deal with a large additional mass of legislation, and the new Index, notwithstanding rigorous condensation, comprises 408 pages. The great utility of such a work hardly needs to be pointed out. The former edition was found to be executed with great care, and very few errors were observed. We have no doubt that the present work has been compiled with equal accuracy, and will be found of immense advantage to the profession, and to all who have occasion to consult the somewhat perplexing mass of statute law.

SUPREME COURT OF CANADA.

From Exchequer Court.]

THE QUEEN, on the information of the Attorney-General for Canada, Appellant; and A. S. FARWELL, Respondent.

47 Vic. ch. 14, sec. 2, B.C.—Effect of—Provincial Crown grant void.

By provision II. of the Order-in-Council admitting the Province of British Columbia into Confederation, British Columbia agreed to convey to the Dominion Government, in trust, to be appropriated in such manner as the Dominion Government may deem advisable, in furtherance of the construction of the Canadian Pacific Railway, an extent of public lands along the line of railway. After certain negotiations between the Governments of Canada and British Columbia, and in order to settle all disputes, an agreement was entered into, and on the 19th Dec., 1883, the Legislature of British Columbia passed the Statute 47 Vic., ch. 14, by which it was enacted *inter alia* as follows: "From and "after the passing of this Act there shall be, "and there is hereby granted to the Do- "minion Government for the purpose of con- "structing and to aid in the construction of "the portion of the Canadian Pacific Rail- "way on the mainland of British Columbia, "in trust, to be appropriated as the Dominion "Government may deem advisable, the "public lands along the line of railway before "mentioned, wherever it may be finally "located, to a width of twenty miles on each "side of said line, as provided in the Order- "in-Council, section II., admitting the Pro- "vince of British Columbia into Confedera- tion." On the 20th November, 1883, by public notice, the Government of British Columbia reserved a belt of land of twenty miles in width along a line by way of Bow River Pass. In November, 1884, Farwell, to comply with the provisions of the Provincial Statutes, filed a survey of a certain parcel of land situate within the said belt of twenty miles, and the survey having been finally accepted on the 13th January, 1885, Letters Patent under the Great Seal of the Province were issued to Farwell for the land in question. The Attorney-General of Canada, by information of intrusion, sought to recover possession of said land, and the Exchequer Court having dismissed the information with costs, on appeal to the Supreme Court of Canada, it was:

HELD, reversing the judgment of the Exchequer Court, Henry, J., dissenting, that at the date of the grant, the Province of British Columbia had ceased to have any interest in the land covered by said grant, and that the title to the same was in the Crown for the use and benefit of Canada.

Per Strong, J.:—That the appellant should be ordered, if insisted upon by respondent, to file the affidavit of the Chief Engineer of the Canadian Pacific Railway to prove that at the date of the grant, the line of the Canadian Pacific had been located within twenty miles of the land in question.

Appeal allowed with costs.

Hon. *J. S. D. Thompson*, *Burbidge, Q.C.*, and *Hogg*, for Appellant.

T. Davie for Respondent.

From Exchequer Court.]

THE ATTORNEY-GENERAL OF BRITISH COLUMBIA, Appellant, v. THE ATTORNEY-GENERAL OF CANADA, Respondent.

B. N. A. Act, sec. 92, ss. 5, 109 & 146—47 Vic. ch. 14, sec. 2, (B. C.)—Provincial Public Lands, Transfer of, to Dominion of Canada —Effect of—Precious metals vested in the Crown in right of the Dominion Government.

By Section II. of the Order-in-Council passed in virtue of Sec. 146 of the B. N. A. Act, under which British Columbia was admitted into the Union, it was provided as follows:—

"And the Government of British Columbia "agree to convey to the Dominion Govern- "ment, in trust, to be appropriated in such "manner as the Dominion Government may "deem advisable, in furtherance of the con- "struction of the said railway, a similar "extent of public lands along the line of rail- "way throughout its entire length in British "Columbia (not to exceed, however, twenty "miles on each side of the said line) as "may be appropriated for the same purpose "by the Dominion Government from the "public lands of the North-West Territories "and the Province of Manitoba."

By 47 Vic. ch. 14, sec. 2, (B.C.) it was enacted as follows:—

"From and after the passing of this Act "there shall be, and there is hereby granted "to the Dominion Government, for the pur- "pose of constructing and to aid in the con- "struction of the portion of the Canadian "Pacific Railway on the mainland of British "Columbia, in trust, to be appropriated as "the Dominion Government may deem ad- "visable, the public lands along the line of "the railway before mentioned, wherever it "may be finally located to a width of twenty "miles on each side of the said line, as pro- "vided in the order in Council, section II, "admitting the Province of British Columbia "into Confederation."

A controversy having arisen in respect of the ownership of the precious metals in and under the lands so conveyed, the Exchequer Court, upon consent and without argument, gave judgment in favour of the Dominion Government.

On appeal to the Supreme Court, HELD, affirming the judgment of the Exchequer Court, Fournier and Henry, JJ., dissenting, that under the order in Council admitting British Columbia into Confederation and the Statutes transferring the public lands described therein, the precious metals in, upon and under such public lands, are now vested in the Crown as represented by the Dominion Government.

Appeal dismissed with costs.

McCarthy, Q.C., for appellant.

Burbidge, Q.C., and *Hogg*, for respondent.

Quebec.]

MACKINNON v. KEROACK.

Capias—Petition to be discharged—Judgment on—Final judgment and appealable under sec. 28 of ch. 135, R. S. C.—Arts. 819, 821, C. C. P.—Fraudulent preference—Secreting—Art. 798, C. C. P.—Promissory note discounted—Arts. 1036, 1953, C.C. (P.Q.)

A writ of *capias* having been issued against McK, under the provisions of art. 798 of C. C. P. (P. Q.) he petitioned to be discharged under art. 819 C. C. P. and issue having been joined on the pleadings under art. 820 C. C. P., the petition was dismissed by the Superior Court. From that judgment, McK. appealed to the Court of Queen's Bench for Lower Canada, (appeal side), and that Court maintained the judgment of the Superior Court. Thereupon McK. appealed to the Supreme Court of Canada.

On motion to quash for want of jurisdiction:

HELD, Taschereau, J., dissenting: That the judgment was a final judgment in a judicial proceeding within the meaning of sec. 28, ch. 135, R. S. C., and therefore appealable.

On the merits it was *held per* Ritchie, C. J. and Fournier and Taschereau, JJ., That fraudulent preference to one or more creditors is a secretion within the meaning of Art. 798, C. C. P.

2. That an endorser of a note discounted by a bank has the right under Art. 1953 C. C. to avail himself of the remedy provided by Art. 798 C.C.P., if the maker fraudulently disposes of his property. (Strong, Henry, Gwynne, JJ., contra.)

Gault v. *Dussault*, 4 Leg. News, 321, approved.

The court being equally divided the appeal was dismissed without costs.

Macmaster, Q. C., and *Hutchinson*, for appellant.

Geoffrion, Q.C., and *Greenshields*, for respondent.

Quebec.]

BEAUDET v. NORTH SHORE RAILWAY CO.

43 & 44 Vic. ch. 43, sec. 9 (P.Q.)—Award—Validity of—Faits et articles—Art. 225, C.C.P.

E. B. et al., joint owners of land situate in the City of Quebec, were awarded $11,900 under 43 & 44 Vic. ch. 43 sec. 9, for a portion of said land expropriated for the use of the North Shore Railway Company.

On the 12th March, 1885, E. B. et al. instituted an action against the N. S. Railway Company, based on the award. The company not having pleaded, foreclosure was granted, and on 21st April, process for interrogatories upon *faits et articles* was issued and returned on the 26th April. The company made default. On 18th June, the *faits et articles* were declared taken *pro confessis*. On 16th May, E. B. et al. consented that the defendants be allowed to plead, but it was

only on the 7th July that a plea was filed, alleging that the arbitration had been irregular and was against the weight of evidence. On 2nd September, E. B. et al. inscribed the case for hearing on the merits, on which day the railway company moved to be authorized to answer the *faits et articles*, and the motion was refused. The notice of expropriation and the award both described the land expropriated as No. 1, on the plan of the railway company deposited according to law, but in another part of the notice it described it as forming part of a cadastral lot 2345, and in the award as forming part of lots 2344, 2345. On the 5th December, judgment was rendered in favour of E. B. et al. for the amount of the award. From this judgment the railway company appealed to the Court of Queen's Bench (appeal side), and that Court reversed the judgment of the Superior Court, holding *inter alia* the award bad for uncertainty and that the case should also be sent back to the Superior Court, to allow the defendants to answer the *faits et articles*.

On appeal to the Supreme Court of Canada it was:

Held, 1. That there was no uncertainty in the award, as the words of the award and notice were sufficient of themselves to describe the property intended to be expropriated and which was valued by the arbitrators.

2. That the motion for leave to answer *faits et articles* was properly refused. (Taschereau, J., dissenting).

Appeal allowed with costs.

Pelletier, for appellants.

Duhamel, Q.C., for respondents.

Quebec.]

THE NORTH SHORE RAILWAY CO. v. TRUDEL.

Land, Sale of—Delivery to agent—Pleadings—Arts. 1501-1502, *C. C.*

S. T. brought an action to recover $3,200 as balance of the purchase money of certain land in Quebec sold by him to the N. S. Railway Co. To this action the Railway Co. pleaded by temporary exception that out of 3,307 superficial feet sold to them, S. T. never delivered 710 feet, and that so long as the full quantity purchased was not delivered they were not bound to pay. To this plea S. T. replied specially that he delivered all the land sold to P. B. V., the agent of the company, with their assent and approbation together with other land sold to said P. B. V. at the same time. At the trial it was shown that P. B. V. had purchased all the land owned by S. T. in that locality but exacted two deeds of sale, one of 3,307 feet for the Railway Company, and another of the balance of the property for himself. By the deed to P. B. V. his land is bounded by that previously sold to the company. P. B. V. took possession and the railway company fenced in what they required.

HELD, affirming the judgments of the Court below, that S. T. having delivered to P. B. V., the agent of the company, with their assent and approbation, the whole of the land sold to them, together with other land sold to the said P.B.V. at the same time, he was entitled to the balance of the purchase money. *Per* Taschereau, J.: That all appellants could claim was a diminution of price or a resiliation of the sale under Arts. 1501, 1502, and that therefore their plea was bad.

Appeal dismissed with costs.

Duhamel, Q. C., for appellants.

Bedard, for respondent.

Ontario.]

THE CONFEDERATION LIFE v. MILLER.

Life Insurance—Application for Policy—Declaration by assured—Basis of contract—Warranty—Misdirection.

An application for a life insurance policy contained the following declaration after the applicant's answer to the question submitted:—

"I, the said George Miller, (the person whose life is to be insured) do hereby warrant and guarantee that the answers given to the above questions (all which questions I hereby declare that I have read or heard read) are true, to the best of my knowledge and belief; and I do hereby agree that this proposal shall be the basis of the contract between me and the said association, and I further agree that any mis-statements or suppression of facts made in the

answers to the questions aforesaid, or in my answers to be given to the Medical Examiner, shall render null and void the policy of insurance herein applied for, and forfeit all payments made thereon. It is also further agreed that should a policy be executed under this application, the same shall not be delivered or binding on the Association, until the first premium thereon shall be paid to a duly authorized agent of the Association, during my lifetime and good health. I, (the party in whose favour the assurance is granted), do also hereby agree that this proposal and declaration shall be the basis of the contract between me and the said Association."

HELD, affirming the judgment of the court below, that this was not a warranty of the absolute truth of the answers of the applicant, but that the whole declaration was qualified by the words "to the best of my knowledge and belief"; and though some of the answers were untrue in fact, the policy was not thereby avoided unless they were wilfully untrue.

At the trial the jury were charged that if there was wilful misrepresentation, or such as to mislead the company, they should find for the defendants, but that if the answers were reasonably fair and truthful to the best of the knowledge and belief of the applicant, their verdict should be for the plaintiffs.

HELD, a proper direction.

Appeal dismissed with costs.

S. H. Blake, Q. C., and *Beatty, Q. C.*, for appellants.

Dr. McMichael, Q. C., and *McCarthy, Q. C.*, for respondents.

Ontario.]

GARLAND v. GEMMILL.

Copyright—Infringement.

A copyrighted work called "The Canadian Parliamentary Companion" contained biographical sketches of M. P's. and others which the author had procured from the subjects for the purpose of his book. G. in preparing a similar work to be called "The Parliamentary Directory and Statistical Guide," sent circulars to a number of public men asking for short biographical sketches and was, by many of them, referred to the first mentioned work and took such sketches therefrom.

HELD, that this was an infringement by G. of the copyright in "The Canadian Parliamentary Companion," and G. was properly enjoined from publishing or selling the books containing such extracted matter.

By 38 Vic., ch. 88, sec. 9, a notice must be inserted in the title page or page following of every copy of a book copyrighted thereunder in the form following, "Entered according to the Act of the Parliament of Canada in the year—by A. B. in the office of the Minister of Agriculture":

HELD, that the omission of the words "of Canada" in such form did not avoid the copyright, but was a sufficient compliance with the Act.

HELD, also, that depositing copies of a book containing the said notice in the office of the Minister of Agriculture before the copyright had been obtained, does not invalidate it when granted.

Appeal dismissed with costs.

W. Cassels, Q.C., and *Walker*, for the appellant.

F. Arnoldi for respondent.

Ontario.]

COX & WORTS v. SUTHERLAND.

Principal and agent—Speculating in stocks—Instructions to broker—Broker's duty—Money paid for margins.

S., a speculator in stocks, instructed F., a stock broker, to purchase for him a certain number of shares in F. B. stock, expecting to make a profit out of a rise in the value of said stock in the market.

HELD, affirming the judgment of the Court below, that the relation between S. and F. was that of principal and agent, and F. was bound to purchase the stock and hold it as the property of S. He could not rely on his ability to procure a like number of shares when required, as his interest would then be to depreciate their value so as to obtain them cheaply, which would conflict with his duty to S.

F., being about to retire from business as a stock broker, handed over his stock transactions, including that with S., to C. to which S. consented. C. acknowledged to S. having received from F. the amount paid for margins on the stock which F. was instructed to buy. Neither F nor C having purchased the stock and set it apart as the property of S.:

HELD, affirming the judgment of the Court below, that C. was liable, in an action for money had and received, to refund to S. the amount so paid for margins.

Appeal dismissed with costs.

W. Cassels, Q.C., and *Cox* for the appel'ts. *Thompson* for the respondents.

Prince Edward Island.]

PRINCE COUNTY (P.E.I.) ELECTION CASE.

EDWARD HACKETT (Petitioner in the Court below), Appellant, and STANISLAUS FRANCIS PERRY (Respondent in the Court below), Respondent.

Legislative Assembly—Disqualification—Enjoyment and holding an interest under a contract with the Crown—What constitutes—39 Vic., ch. 3, Secs. 4 and 8, P.E.I.

The return of S. P. as member elect for the House of Commons for the Electoral District of Prince County, P.E.I., was contested on the ground that S. P. being a member of the Provincial House of Assembly, was not eligible to be a candidate for the House of Commons. At the trial it was admitted that S. P. had been elected to the Provincial House of Assembly at the general election in June, 1886, and that there had been no meeting of the Local House at the date of the general election for the Dominion House. S. P., prior to his nomination, gave to two members of the House of Assembly a written resignation of his seat, and at the time of the general election for the House of Commons S. P. had acquired for value and was holding a share in a ferry contract with the Local Government subsidized to the extent of $95 per annum.

The judge at the trial held that S. P. had not properly resigned his seat, as the Island Statute, 39 Vic., ch. 3 had not provided for the resignation of a member in the interval between the dissolution of one general assembly and the first session of the next general assembly, but held that his seat had become vacant under the provisions of the 4th section of the Provincial Act 39 Vic., ch. 3 (P.E.I.)

On appeal to the Supreme Court of Canada:

HELD, affirming the judgment of the Court below, Taschereau, J., dissenting, that S. P. enjoyed and held such an interest in a public contract as rendered his seat vacant in the Local House of Assembly (P.E.I.), under sections 4 & 8, 39 Vic., ch. 3 (P.E.I), and, therefore, that he was properly eligible for election to the House of Commons.

Appeal dismissed with costs.

Hodgson, Q.C., for appellant.
Peters, for respondent.

Nova Scotia.]

SHELBURNE ELECTION CASE.

ROBERTSON v. LAURIE.

Election petition—Service of copy—Extension of time—Discretion of judge—R.S.C., ch. 9, sec. 10.

HELD:—That an order extending time for service of the notice for the presentation of an election petition with a copy of the petition from five days to fifteen days by a judge in Nova Scotia, on the ground that the respondent was at the time at Ottawa, is a proper order for the judge to make in the exercise of his discretion under section 10 of ch. 9, R.S.C.

Appeal dismissed with costs.

R. Scott, Q.C., for appellant.
Graham, Q.C., for respondent.

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*SUPERIOR COURT—MONTREAL.**

Damages for issue of injunction — Probable cause—Prête-Nom—Annual report of company misleading.

HELD:—1. There is no right of action for damages resulting from the issue of an injunction or other civil suit, unless the suit were instituted without probable cause.

2. The fact that the injunction was taken by a *prête-nom* is not evidence of want of probable cause.

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

3. Where the annual report of a company was misleading, and seemed to show that the assets had been reduced by a large amount, there was probable cause for the issue of an injunction to restrain the company from declaring a dividend,—more particularly as the company failed to disclose their true position when they got notice before the writ issued. *Montreal Street Railway Co.* v. *Ritchie*, Johnson, J., Nov. 10, 1887.

Chose jugée—South Eastern Railway Co.—Pledge—C. C. 1973—*Work necessary for preservation of thing pledged.*

HELD:—1. That where an action between the same parties and for the same object was dismissed "*sauf recours*," and this judgment was acquiesced in by the defendant, the latter could not plead *chose jugée* to an action subsequently instituted by the same plaintiff for the same claim.

2. That the possession of the trustees of the South Eastern Railway Company as representing the bond holders, is that of pledgees, and they are liable to third parties for all work performed for the road, where it appears that such work was necessary for the maintenance of the road in running order, though the work was executed before the road passed into the hands of the trustees.—*Wallbridge* v. *Farwell et al.*, Jetté, J., Nov. 19, 1887.

APPEAL REGISTER—MONTREAL.

Monday, January 16.

The Queen v. *Downie.*—Application to add to case, granted; hearing fixed for 18th.

Fahey & Baxter.—Motion to dismiss appeal; granted as to costs.

Palardy & Voligny.—Application for privilege granted; motion to send record to Superior Court to add exhibits, granted.

Smith & Wheeler.—Rule for appeal to Privy Council, discharged.

McCartney & Linsley.—Heard on merits, C. A. V.

Myler & Styles. — Two appeals. Heard. C. A. V.

Senécal & Varin.—Hearing commenced.

Tuesday, January 17.

St. Amour & Normandin.—Motion for dismissal of appeal granted.

Maire et Conseil de Sorel & Vincent.—Motion to replace original record by copies, granted.

Senécal & Varin. — Hearing concluded, C. A. V.

McTavish & Fraser.—Heard. C. A. V.

Latour & Grant.—Hearing commenced.

Wednesday, January 18.

Foster & Hamilton.—Heard on motion for dismissal of appeal. Appellant allowed 8 days to file factum on paying $10, besides costs of respondent's motion.

Latour & Grant. — Hearing concluded. C. A. V.

Palardy & Voligny—Heard. C.A.V.

No. 96. *Fairbanks & O'Halloran & M. P. & B. Ry. Co.*—Hearing commenced on merits, and on motion of 21st Nov. 1887, by M. P. & B. Ry. Co.

Nos. 97, 98. *Fairbanks & O'Halloran*—Hearing commenced.

Thursday, January 19.

The Queen v. Downie.—Reserved case heard. C. A. V.

Plamondon & Plamondon.—Case settled out of Court.

Nos. 96, 97, 98. *Fairbanks & O'Halloran.*—Hearing continued.

Friday, January 20.

Evans & Moore et al.—Petition to quash writ on ground of acquiescence. Rejected.

Mitchell & Mitchell.—Motion for substitution granted by consent.

Nos. 96, 97, 98. *Fairbanks & O'Halloran.*—Hearing concluded. C. A. V.

Commercial Mutual Building Society & Sutherland & Speid.—Heard. C. A. V.

Saturday, January 21.

Cantin & La Banque d'Hochelaga.—Judgment reversed, Tessier, J., *diss.*

La Banque d'Hochelaga & Rielle.—Judgment confirmed.

La Banque d'Hochelaga & Ewing.—Judgment confirmed.

Larivière & Arsenault. — Judgment confirmed.

Rivard & Paquette.—Judgment confirmed.

Downie & Francis.—Heard on application for precedence. C. A. V.

Mercier & Waterloo & Magog Ry. Co.—Appeal discontinued.

Monday, January 23.

Downie & Francis.—Application for precedence rejected.

Palliser & Lindsay.—Motion to dismiss appeal, granted for costs by consent.

Williams Manufacturing Co. & Malo.—Heard. C. A. V.

Cartier & Rolland.—Heard. C.A.V.

Neelon & Kenny—Hearing commenced.

Tuesday, January 24.

The Queen v. *Downie.*—Conviction maintained, Cross, J., *diss.*

Trustees of St. Gabriel Church & Mooney.—Case settled out of Court.

Wolff & Dougall et al.—Heard on motion for leave to appeal from interlocutory judgment. C. A. V.

McKenzie & Wilson.—Motion for precedence granted.

Neelon & Kenny. — Hearing concluded. C. A. V.

McKenzie & Wilson.—Heard. C. A. V.

Hénault & Chapdelaine. — Hearing commenced.

Wednesday, January 25.

Mail Printing Co. & Laflamme.—Declaration is made by respondent that he is willing to reduce verdict to $6,000 and costs.

Downie & "Post" Printing & Publishing Co. —Heard on motion for leave to appeal from interlocutory judgment.

Hénault & Chapdelaine. — Hearing concluded. C. A. V.

Corporation of Havelock & Costello.—Heard. C. A. V.

Primeau & Primeau.—Heard. C. A. V.

Donovan & The "Herald" Co.— Hearing commenced.

Thursday, January 26.

Donovan & The "Herald" Co.— Hearing concluded. C. A. V.

Lecours & Viau.—Heard. C. A. V.

Fosbrooke & Murray.—Heard. C. A. V.

Everse & Trustees of Montreal Turnpike Roads. —Case settled out of Court.

Chauveau & Benoit.—Case settled out of Court.

Dufresne et al. & Dixon et ux.—Heard. C. A. V.

Friday, January 27.

Downie v. *The "Post" Printing & Publishing Co.*—Motion for leave to appeal granted.

Wolff v. *Dougall et al.*—Motion for leave to appeal rejected.

Mayor et al. of Montreal & Brown.—Judgment reformed; amount of condemnation reduced to $7,500; each party paying his own costs in appeal. Motion of appellants for leave to appeal to Privy Council granted.

"Mail" Printing Co. & Laflamme.—Délibéré discharged.

Cie. de Prêt et Crédit Foncier & Sansterre.— Judgment confirmed on other grounds.

Cité de Montréal & Ecclésiastiques du Séminaire de Montréal.—Judgment reversed, Baby, J., *diss.*

McTavish & Fraser.—Judgment reformed.

Palardy & Voligny.—Judgment confirmed.

Thompson & Molsons Bank.—Délibéré discharged.

Nelson & Harrison.—Motion for dismissal of appeal granted.

Foster & Hamilton.—Discontinuance of appeal filed by appellant with costs.

The Queen v. *Brisebois.* — Reserved case heard. Conviction maintained, Tessier, J., *diss.*

Johnson & Goodall.—Appeal *périmé.*

Lorion & Beaudoin.—Appeal *périmé.*

Lefebvre & Monette—Heard. C. A. V.

The Court adjourned to Thursday, Feb. 23.

INSOLVENT NOTICES, Etc.

Quebec Official Gazette, Jan. 14.

Judicial Abandonments.

Chrysologue Hudon *alias* Beaulieu, New Carlisle, Dec. 29, 1887.

Joseph Charles Emile Montreuil, trader, Quebec, January 13.

James Robertson, trader, New Richmond, Dec. 30, 1887.

Curators appointed.

Re Benjamin H. Lecompte.—C. Desmarteau, Montreal, curator, Jan. 10

Re Lefrançois frères, Montreal.—J. McD. Hains, Montreal, curator, Jan. 10.

Dividends.

Re E. A. Emond, grocer, Quebec.—First and final dividend, payable Jan. 24, H. A. Bedard, Quebec, curator.

Re Louis Lavertu, trader, East Angus.—First and final dividend, payable Jan. 27, H. A. Bedard, Quebec, curator.

Re Alderic Maillé.—First and final dividend, payable Jan. 31, C. Desmarteau, Montreal, curator.

Re T. P. Paradis & frères, traders, Matane.—First and final dividend, payable Jan. 27, H. A. Bedard, Quebec, curator.

Re Fletcher Thompson.—Dividend, H. A. Odell, Sherbrooke, curator.

Separation as to Property.

Marie Songtin vs. Hormisdas Barbeau, formerly of parish of St. Constant, Jan. 11.

Appointment.

Geo. Daveluy, Montreal, appointed insurance inspector under 45 Vict. ch. 49.

Prison.

Common prison of district of Quebec, proclaimed also a common prison for district of Montreal, under C. S. L. C. ch. 109, 110.

Quebec Official Gazette, Jan. 21.

Judicial Abandonments.

Olivier Dion, carriage-maker, West Shefford, Jan. 10.

Ida Labelle (A. Labelle), *marchande publique*, Montreal, Jan. 13.

Alfred Paré, Montreal, Jan. 13.

Curators appointed.

Re J. Beauregard, St. Guillaume.—Kent & Turcotte, Montreal, curator, Jan. 14.

Re Boxer Brothers & Co., Montreal, J. McD. Hains, Montreal, curator, Jan. 17.

Re Augustin Brodeur, Sherbrooke.—J. McD. Hains, Montreal, curator, Jan. 16.

Re Cooke, White & Co., grocers.—J. McD. Hains, Montreal, curator, Jan. 19.

Re Ellen Cole, widow of Thomas Moar, of Maniwaki.—J. McD. Hains, Montreal, curator, Jan. 16.

Re Ida Labelle.—C. Desmarteau, Montreal, curator, Jan. 19.

Re D. McCormack.—C. Desmarteau, Montreal, curator, Jan. 19.

Re Alex. S. Scott.—J. McD. Hains, Montreal, curator, Jan. 17.

Re Arthur Simard.—Fulton & Richards, Montreal, curators, Jan. 19.

Dividends.

Re W. E. Brunet, druggist.—First and final dividend, payable Feb. 4, H. A. Bedard, Quebec, curator.

Re Butchart Bros. & Co., Rimouski.—Second and final dividend, payable Feb. 4, H. A. Bedard, Quebec, curator.

Re Elmire Létourneau (S. St. Michel, fils),—Dividend, payable Feb. 7, Kent & Turcotte, Montreal, curator.

Re J. G. Gingras & Co., proprietors of "Le Nouvelliste," Quebec.—First and final dividend, payable Feb. 1, H. A. Bedard, Quebec, curator.

Separation as to Property.

Sophie Emery *alias* Beauvais vs. Félix Cadotte, baker, Montreal, Jan. 11.