The Legal News.

VOL. VI. APRIL 14, 1883. No. 15.

GRANT v. *BEAUDRY.*

Our readers will probably have come to the conclusion that this case has received sufficient attention, and we have no disposition to occupy further space with it. We notice, however, in the *Law Times* a temperate article—in refreshing contrast to the frothiness of its local contemporary—in which the editor seems to think that the explanation of the difference of opinion between our Court of Queen's Bench and Mr. Justice Gwynne is very simple. We quote the words of our esteemed contemporary :—

"We think a calm consideration of the whole affair will disclose a reason for the expression of opinion in the Court below, and a reason for the expression used by Mr. Justice Gwynne in the Supreme Court. 'R.' very clearly shows [6 Leg. N. 41] that the system of jurisprudence which obtains in Quebec permits the Court to express its opinion upon all the issues in a suit before the Court. On the other hand, it is just as clear that the system of jurisprudence which we enjoy in the Province from which Mr. Justice Gwynne comes, does not permit of this—that is to say, the utterance of the Court on a matter not necessary for the decision of the Court is uncalled for and is not authoritative. We may say it is unwarranted and extra-judicial."

Now, even admitting that our contemporary is strictly correct as to the system which prevails in Ontario, it is obvious that the above is about as severe a criticism of the learned Justice of the Supreme Court as anything which has yet appeared on the subject. Is it possible to imagine a Supreme Court working satisfactorily, if the judges of the Court are so wedded to their own local systems that they will undertake to censure a provincial Court for obeying the law as it exists in the Province for which the Court is constituted ?

MR. LANDRY'S BILL.

It is probably cases like the above which have moved Mr. Landry to introduce a bill "to restrict the appellate jurisdiction" of the Supreme Court. The measure provides that the appellate jurisdiction of the Supreme Court shall be abolished in all cases "where the matter in "dispute relates to property and civil rights in "any of the Provinces, and generally as to matters of a merely local or private nature and "coming within the exclusive jurisdiction of "the Legislature of any of the said Provinces, "according to the meaning of the British North "America Act of 1867 and Acts amending the "same." The Act is not to apply to cases decided by the Exchequer Court of Canada, nor to cases where the matter in dispute affects the constitutionality or validity of any Act or Statute of any of the said Provincial Legislatures, which cases shall continue to be subject to appeal to the Supreme Court. At the advanced stage of the session at which it was introduced the Bill will hardly come up for consideration by Parliament during the present year.

THE DEATH PENALTY.

Lord Justice Stephen is a man of considerable vigour of mind ; but his intelligence is apt to degenerate into what has recently been frequently termed "crankiness." His views as to the extension of the death penalty tend in that direction. The reason why the death penalty should be maintained in political offences of the graver sort is, certainly, to some extent, to teach people "that to attack the existing state of society is equivalent to risking their own lives," but it is also because it is difficult to know what else to do with political offenders except to execute them. The moral turpitude of political offences is very various. A man of the highest honour, cultivation and rectitude, may be, strictly speaking, a political criminal, and although a government is obliged to protect itself and its subjects against his enterprises, it would shock our ideas of decency to send him for life to pick oakum, or manufacture shoes in a blue and yellow garb of coarse freize. We therefore kill him, with great regret, as we slay the enemy we don't despise in battle. Again, there is a true idea in the *lex talionis*, but it is not the idea of revenge. It is that the penalty should bear some relation to the crime for which it is inflicted. Life for life, an eye for an eye, and a tooth for a tooth, strikes the imagination of the intending criminal, and warns him in his instant of power to be merciful. Thus flogging has been found to be a useful punishment for deeds of violence of an ignominious character. Possibly a punishment involving restitution would check crimes of fraud and theft.

Indignation at crime is a wholesome feeling, but the desire for revenge is a savage instinct, by no means always united to indignation; nay, more frequently disconnected from it. Before being able to make Sir James Stephen understand what is meant by the doctrine, that human life is sacred, it would be necessary to get him to admit the generally received doctrine that man has a soul, and that by destroying human life we are precipitating matters about which we know very little indeed. The Lord Justice confesses plaintively that his views are unpopular and peculiar, and perhaps we may be permitted to rejoice, that views so peculiar are likely to remain unpopular so long as they find no more artful advocate than one who compares the killing of men to the destruction of wolves and tigers, and who naively asks: "What is the use of keeping such a wretch (William Palmer) *at the public expense*, for say half a century?" Imagine how the effect of an execution would be heightened, if it were generally understood that the criminal was being put to death, partly to save his keep!

The death penalty is justified by necessity, precisely as is every other punishment. The right of society to punish depends on two doctrines,—first that it is its duty to provide for its own preservation,—second, that the moral government of the universe, of which the attempts at social order are only imperfect copies, is sanctioned by rewards and punishments. How far shipwrecks and colliery explosions are to be considered as acts of Divine vengeance, I must leave pious old women and Lord Justice Stephen to determine; my metaphysical insight goeth not so far.

R.

OVER LEGISLATION.

In your issue of the 31st of March you quote an article from the *Bystander*, denouncing for its immorality and injustice the dregs of a measure, which, when introduced into Parliament a year ago, we styled the charlatanism of Mr. Charlton. We join the writer in the *Bystander* in the hope that in the real interest of morality, Mr. Charlton's proposal will never become law, and we must add our regret that, owing to some inconceivable weakness, such a bill should ever have passed the ordeal of a second reading. Mr. Charlton's legislative effort is, however, only an odious form of a growing evil, of popular legislatures—the mania of law-making. Individual capacity is perhaps, in a general way, increased by the spread of education, and the extension of political activity, but it may fairly be questioned whether the available capacity for the framing of laws is at all augmented thereby. There can be no doubt, however, that the pretentious desire to try to make laws is increasing tremendously. As an instance, during the last session of Parliament and this one we have had no end of measures introduced by private members to alter the criminal law. Similar attacks have been made on the civil law in Quebec. What renders all this the more alarming, is the disposition shown by Government to dally with all these schemes. As suggestions they may have their use, but the public should have the skilled authority of Government for or against such laws, and not a mere assent to their passing. It is improbable that a private member can really be possessed of the information necessary to fit him to judge as to the expediency of a fundamental law; and it is certain that very few members are in a position to resist the captivating arguments of an enthusiastic colleague backed by an evil for which he pretends his measure is the cure or a palliative.

Theoretically it is the right of a private member to introduce any bill, except a money bill, but in practice this ought to be restrained to the introduction of private or local acts, or by the leaders of the opposition of bills to test a policy.

The evils of over-legislation have been illustrated by Mr. Herbert Spencer, in a witty essay, in which he says: "On all sides are well meant "measures producing unforeseen mischiefs—a "licensing law that promotes the adulteration "of beer,—a ticket-of-leave system, that encou- "rages men to commit crime; a police regula- "tion that forces street-hucksters into the work- "house. And then, in addition to the obvious "and proximate evils, come the remote and less "distinguishable ones, which, could we estimate "their accumulated result, we should probably "find even more serious."

R.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

[In Chambers.]

MONTREAL, April 9, 1883.

Before RAMSAY, J.

Ex parte GRACE HAM, Petitioner for Writ of *Habeas Corpus.*

Custody of minor—Right of mother.

The mother of a minor of twelve years of age (the father being dead) is entitled to the charge of her child, unless it appears that she is disqualified by misconduct or is unable to provide for the child.

The petition was presented by Grace Ham, widow of the late Abraham Burnet.

RAMSAY, J. On Friday, the 30th March, the petitioner applied for a writ of *habeas corpus* to Martin Phelan, to order him to bring up Emma Burnet, a child of tender years, daughter of the petitioner.

Mr. Phelan obeyed the writ immediately, and stated that the child was not detained against her will; that she had left the house of a Mrs. Dagle, where she had been living, and came to his house for protection, which was afforded her by himself and his wife; that the mother had consented to her daughter remaining with him, and had even in his absence obtained a small sum of money on the pretext of its being part of the child's wages, to which Mr. Phelan said she was not entitled, as he had taken her very badly clothed and had supplied her with all necessary clothing.

The mother in her affidavit said that she was a Wesleyan Methodist, and that her late husband, at all events since his marriage, had been a Wesleyan Methodist, and that they were married by a minister of that religion, that the child had been baptized in the Wesleyan Church and had been brought up in that belief, and was a Protestant till she had gone to Mr. Phelan's house. The petitioner also complained that an effort was being made to change the child's religion.

I examined the child apart from her mother and Mr. Phelan, and she told me she was perfectly happy with Mr. Phelan and his wife, that she wished to stay there, that she wished to become a Roman Catholic, and that she was only a little over twelve years of age. She was well clad and looked happy and in good health.

As the affidavits seemed to me insufficient, in not showing that the petitioner, who is a domestic servant, was in a position to provide for her child, and as the mother had already made an arrangement for her child which did not turn out satisfactory, and as the child seemed to be well cared for where she was, by people of great respectability, I adjourned the further hearing of the case until Saturday, in order to enable the petitioner to adduce other evidence of her being in a position to provide for the child's wants, and also in order that the Crown might be heard in the case. On Saturday Mr. Davidson and Mr. Cross resisted the application unless affidavits establishing the willingness and ability of the relations to take charge of the child were filed. Mr. Arthy, in whose service the petitioner is, then came forward and offered to take charge of the child until she could be sent to her relations in Upper Canada, who, it was alleged, were both able and willing to provide for her. I did not deem this sufficient, as it afforded only a temporary refuge for the child, and I further adjourned the case till Monday, the 2nd April, and finally until to-day, in order to afford the petitioner time to produce affidavits in support of her petition.

These affidavits are now before me, and I have to deal with the merits of the application. The husband being dead, it becomes the absolute right of the mother to have the charge of a child of twelve years of age, unless it can be shown that she is unfit for such a trust, by misconduct, or that she is unable from any other circumstance to provide for her child. In either of these cases she forfeits the right, and the claim of any other relative, or even of a stranger, who can offer sufficient guarantees of character and means, will be preferred. In this case there is nothing against Mrs. Burnet's character, and the affidavits now produced show that her relatives are able and willing to provide a home for the child. I must, therefore, order that the mother shall have possession of her child. At the same time it is proper to add that it is not without reluctance I am obliged to remove the child from the protection of Mr. Phelan, who, with his wife, has done a great duty by this little girl, and behaved in a way highly creditable to himself. The religious question does not enter into consideration in this matter,

because the mother, having a right to bring up her child, has a right to decide what religious teaching she shall receive, and the opinions of a girl at the age of twelve are not sufficiently formed to justify a judge in interfering with the natural order in the matter of guardianship. At a more advanced age this would be different.

Petition granted.

McGoun for Petitioner.

Davidson, Q.C., and *S. Cross*, for the Crown.

COURT OF QUEEN'S BENCH.

[In Chambers.]

MONTREAL, April 2, 1883.

Before RAMSAY, J.

Ex parte CLARA GERVAIS, Petitioner for Writ of *Habeas Corpus.*

Procedure in criminal cases— Term of imprisonment—32 & 33 Vic., c. 29, s. 91.

The general rule, that the period of imprisonment in pursuance of any sentence commences on and from the day of passing such sentence, does not suffer exception where the defendant is allowed to go at large after sentence without bail; and therefore where a defendant was allowed to go at large until the term of the sentence had expired, her commitment subsequently was held to be illegal.

RAMSAY, J. An application for a writ of *habeas corpus* was made before me on behalf of one Clara Gervais, convicted before the Recorder for having kept a house of ill-fame within the police limits of the city of Montreal. The conviction took place on the 29th of August, 1882, and the petitioner was condemned to pay $100 including costs, and furthermore the said petitioner was condemned for her said offence, to be imprisoned in the common gaol of the District for six months. It seems the petitioner paid the fine and was allowed to go at large till the 27th of March last, when the Recorder issued his warrant for her arrest, and ordered her to be committed to gaol for six months.

The principal objection taken to the commitment was that it was issued after the time of imprisonment had expired. After hearing counsel representing the Attorney General, I ordered the writ to issue, and the prisoner being now before me, I think she must be discharged.

The term of the sentence had expired when the prisoner was arrested, for unless its operation be suspended, owing to some particular reason, as for instance the party convicted being on bail, the punishment dates from the sentence. Our Statute says so distinctly, 32 & 33 Vic., cap. 29, sec. 91.

There was an application in another case, Ex parte *Henault*, but it differs from the case I have just dealt with in this, that the time of the sentence has not expired. This point was not argued, and as the counsel for the Attorney General is not present, I think the case had better be heard to-morrow. The writ can be returned before another judge in Chambers, as I shall not be in town. * I have no hesitation, however, in saying that the suspension of the execution of the sentence, is a great irregularity, and I am disposed to think the commitment for six months from a date subsequent to the sentence is illegal.†

St. Pierre for Petitioner.

S. Cross for the Crown.

COURT OF REVIEW.

MONTREAL, April 7, 1883.

TORRANCE, DOHERTY, JETTÉ, JJ.

WRIGHT v. WRIGHT.

Ownership—Possession in bad faith—Improvements —C.C. 417.

The possessor in bad faith is entitled to set off the cost of necessary improvements against the claim for rents, issues and profits received by him during his possession. As to improvements not necessary, the proprietor has the option of keeping them upon paying the value or of permitting the possessor to remove them, which, however, he may do only where they can be removed without injury to the land.

This was a petitory action to recover two pieces of land. The only question submitted by the parties was as to the rents, issues and profits due the proprietor, and as to the improvements claimed by the defendant in possession. He claimed $5,000 as their value. It

* The *Henault* case was subsequently heard before Mr. Justice Cross, who held the commitment to be good, at any rate until the term of imprisonment had expired. We shall give a note of the case next week.

† "If a Statute assigns this mode of punishment (imprisonment) in the first instance, *it follows immediately upon*, and is the legal consequence of the judgment." Paley on Convictions. Of commitment for punishment, etc., Section 4.

appeared in evidence that the land had been occupied by one William Mooney, and his wife Elizabeth Hackett, without title, from February, 1858, to March, 1871, when Mooney died, and during this occupation he built a house valued at $800; that after his death his widow and minor son, and afterwards her second husband, occupied the land till November, 1871; that at this last mentioned date the defendant came into possession, where he still is. The Superior Court in the Ottawa district gave judgment on the 18th June, condemning the defendant to give up possession, and declaring that the improvements were compensated by the rents, issues and profits.

TORRANCE, J. There is no question here but that the defendant is a possessor in bad faith, and such a possessor cannot claim the fruits, (C.C. 411); and C.C. 412 says that a possessor is in good faith when he possesses in virtue of a title of which the defects are unknown to him. Demolombe (Tom. 9, No. 586) says that a possessor in bad faith is one who knows that the property possessed by him is not his. It was proved in the case that the rents, issues and profits during the defendant's occupation were $720. Against this amount was set his improvements, valued at $655, to which by law he was not entitled as in bad faith, leaving a balance against him of $65. He claimed also the improvements made by Mooney under a transfer in January, 1880, but Mooney had long before abandoned them, and could not now transfer them. Pothier says (No. 350 of Domaine de Propriété) that in practice it is left to the prudence of the judge to decide, according to different circumstances, if the proprietor ought to reimburse the possessor in bad faith the useful expenses to the value of the improvement. We see no error in the judgment, and would confirm, with the modification that, under C.C. 417, we allow defendant to remove certain improvements specified in the judgment, unless the plaintiff prefer to pay $453.07, and keep them. But the defendant may remove them only if he can do so without injury to the land.

Judgment modified.

P. Aylen, for plaintiff.

M. McLeod, for defendant.

SUPERIOR COURT.

MONTREAL, February 28, 1883.

Before RAINVILLE, J.

THIBAUDEAU et al. v. MILLS et al.

Unpaid Vendor—Privilege.

The defendants (unpaid vendors) sold goods to A, delivery whereof was to be made at a future time. By error the goods were delivered before the time agreed upon, but were not mixed with A's stock. Within fifteen days from date of delivery the defendants, with A's consent, took back their goods. A at this time was unable to meet his engagements.

Held, 1. *That the return of the goods in unbroken packages was not a payment within the meaning of the Art.* 1036, *C.C.*

2. *That the unpaid vendor, under C.C.* 1543, *is entitled to ask for the dissolution of the sale by reason of non-payment of price, and A, in returning the goods was only fulfilling the obligation imposed on him by law.*

3. *That Art.* 1998 *of the Code, which says that in the case of "insolvent" traders (dans les cas de faillite) the privileged rights of the unpaid vendor must be exercised within fifteen days after the sale, has no application now, seeing that the insolvent act has been abolished.*

4. *That the contract was only completed by delivery, which, in this case, took place within fifteen days prior to the voluntary return of the goods.*

The decision is fully explained in the judgment of the Court, which reads as follows:—

"La cour, etc....

"Attendu que les demandeurs allèguent qu'ils sont créanciers de la Société Chaput & Massé, pour une somme de $4,527.84, étant $586.02 pour marchandises vendues et livrées, et la balance pour le montant de différentes billets consentis par les dits Chaput & Massé en leur faveur, à Montréal, savoir, 1° le billet daté le 1er décembre 1881, pour la somme de $623.39, payable, etc., etc;

"Que la dite Société Chaput & Massé est insolvable et l'était le et avant le 14 avril dernier, jour où elle a fait cession de ses biens, laquelle insolvabilité a rendu exigible la créance des demandeurs;

"Que les défendeurs Mills & Hutchison connaissaient l'insolvabilité des dits Chaput & Massé, et que cependant ils ont reçu, le 14 Août dernier, des dits Chaput & Massé, en paiement de leur

réclamation contre eux, des marchandises et effets de commerce pour un montant de $726.29;

"Que la réclamation des dits Mills & Hutchison n'était pas alors échue;

"Que par cette dation en paiement les dits Chaput & Massé ont augmenté leur insolvabilité, et ce au détriment de leurs créances, et dans le but de les frauder;

"Et attendu que les dits demandeurs concluent à ce que la dite dation en paiement soit annulée, et les dits Mills & Hutchison condamnés à remettre les dites marchandises parmi les autres biens de la dite Société Chaput & Massé, sinon à en payer la valeur, savoir $726.29, pour être distribuée aux créanciers de la dite société Chaput & Massé;

"Attendu que les défendeurs Mills & Hutchison ont plaidé que les dites merchandises, quoique commandées en juin, ne devaient être livrée que plus tard, sur leur ordre et à leur discrétion; qu'elles ont été livrées par erreur le 31 juillet dernier; que sur découverte de cette erreur la convention pour la vente des dites marchandises a été résiliée le 14 Août, du consentement des dits Chaput & Massé, lesquels ont remis les dites marchandises aux dits Mills & Hutchison; que les dites marchandises étaient dans la même condition que lors de leur livraison; que les dits Chaput & Massé ne les ont pas placées parmi leurs autres marchandises, mais les ont mises à part, dans la cave de leur magasin;

"Et attendu que les dits défendeurs Mills & Hutchison concluent à ce qu'il soit déclaré que la dite convention pour la vente des dites marchandises a été résiliée légalement, que les dits défendeurs Mills et Hutchison ont été remis légalement en possession de leurs marchandises, et que l'action des demandeurs soit renvoyée;

"Considérant que la transaction intervenue entre les parties défenderesses Chaput & Massé d'une part et Mills & Hutchison d'autre part, ne constituait pas une vente parfaite, mais plutôt une promesse de vente dont l'exécution était réservée à la discrétion des dits Mills & Hutchison;

"Considérant que la livraison des dites marchandises a été faite par erreur;

"Considérant que la résiliation de la dite convention, et que la remise des dites marchandises par les dits Chaput & Massé aux dits Mills & Hutchison ne constituent pas un paiement et en conséquence ne tombent pas sous l'opération de l'article 1036 du Code Civil du Bas-Canada, mais constituent l'exercice volontaire entre les parties, du droit de vendeur non payé;

"Considérant qu'aux termes de l'article 1998 du Code Civil du Bas-Canada, le vendeur d'une chose non payée peut exercer deux priviléges: premièrement celui de revendiquer la chose; deuxièmement celui d'être préféré sur le prix;

"Considérant qu'aux termes de l'article 2000 le vendeur non payé, s'il a perdu son droit à la revendication, ou s'il a vendu à terme, conserve son privilége sur le produit de la chose à l'encontre de tous les créanciers, excepté le locateur et le gagiste;

"Considérant qu'il est prouvé que les marchandises en question, lors de leur remise aux dits Mills & Hutchison, étaient dans le même état que lors de leur livraison, séparées des autres marchandises des dits Chaput & Massé, non entamées et sous cordes, et qu'il n'y a aucun doute sur leur identité;

"Considérant qu'aux termes de l'article 1543 du Code Civil, le vendeur de meubles a droit à la résolution de la vente pour défaut de paiement du prix tant que la chose vendue reste en la possession de l'acheteur;

"Considérant que les parties ont sans fraude résilié la dite convention ou vente de consentement mutuel, et que les dits Chaput & Massé ont exécuté à l'avance ce que la loi les aurait obligés de faire, et que les demandeurs ne souffrent aucun préjudice de cette transaction, en autant que le résultat de l'exercice du privilége des dits Mills & Hutchison par un mode ou par un autre aurait été le même;

"Considérant qu'aux termes de l'article 1998 du Code Civil, le vendeur dans le cas de faillite, ne peut exercer ses priviléges que dans les quinze jours qui suivent la vente;

"Considérant que la dite disposition ne s'applique qu'aux cas de faillite et non aux cas d'insolvabilité, et que les dits Chaput & Massé ne sont pas en faillite, en autant qu'il n'existe plus de loi qui puisse permettre de mettre une personne en faillite, et qu'en conséquence le vendeur non payé est toujours à temps d'exercer son droit de préférence;

"Considérant d'ailleurs que la dite transaction et la remise des dites marchandises ont eu lieu dans les quinze jours de la vente et livraison;

"Maintient le plaidoyer des dits défendeurs

Mills & Hutchison, et déboute les demandeurs de leur action avec dépens."

Action dismissed.

Mercier, Beausoleil & Martineau, for plaintiffs.

Abbott, Tait & Abbotts, for defendants Mills & Hutchison.

N.B. The case is now in appeal. With reference to the expression "dans les cas de faillite" used in C.C. 1998, see C.C. 17, par. 23: "La faillite est l'état d'un commerçant qui a cessé ses paiements."

CIRCUIT COURT.

MONTREAL, March 20, 1883.

Before LORANGER, J.

THE CORPORATION OF THE COUNTY OF HOCHELAGA v. THE CORPORATION OF THE VILLAGE OF COTE ST. ANTOINE.

Corporation—Assessment—Tax to cover expenses of corporation of county.

The Corporation of the County of Hochelaga, being compelled to provide for the payment of certain costs incurred in suits to which the Corporation was a party, adopted a resolution imposing a tax on the several municipalities within the County, in proportion to the assessed value of their real property, in order to cover the debt.

To an action against the defendant, one of the municipalities so charged with a portion of the debt, it was pleaded that a tax cannot be imposed by the county council otherwise than by by-law, and that the attempt of the plaintiff corporation to impose such tax by resolution was illegal.

The COURT maintained the defence.

Action dismissed.

C. A. Vilbon, for plaintiff.

Dunlop & Lyman, for defendant.

OFFENCES AGAINST THE STATE.

The Bill introduced by the Minister of Justice provides:—

1. Any person or persons who shall in any manner or form whatsoever administer or cause to be administered, or aid or assist or who is present at and consenting to the administration or taking of any oaths, obligations or engagements, purporting or intending to bind the person taking the same to commit any treason or murder or any felony or misdemeanor, or to engage in any seditious, rebellious or treasonable purpose, or to disturb the public peace, or to be of any association, society or confederacy formed for any such purpose, or not to inform or give evidence against any associate, confederate or other person or not to reveal or discover any illegal act, done or to be done, or not to reveal or discover any illegal oath, obligation or engagement which may have been administered or tendered to or taken by such person or persons or to or by any other person or persons or the import of any such oath, obligation or engagement, and every person who shall take any such oath, obligation or engagement, not being compelled thereto, shall be guilty of a felony, and shall be liable to be imprisoned in the penitentiary for any term not exceeding five years and not less than two years, with or without hard labor and with or without solitary confinement.

2. Compulsion shall not justify or excuse any person taking such oath, obligation or engagement, unless he or she shall, within eight days after the taking thereof, if not prevented by actual force or sickness, and then within eight days after the hindrance produced by such force or sickness shall cease, declare the same, together with the whole of what he or she shall know touching the same, and the person or persons by whom and in whose presence, and when and where such oath, obligation or engagement was administered or taken, by information on oath before one of Her Majesty's Justices of the Peace.

3. Persons aiding and assisting at, or present and consenting to the administering or taking of any such oath, obligation or engagement as aforesaid, and persons causing any such oath obligation or engagement to be administered or taken, though not present at the taking or administering thereof, shall be deemed principal offenders, and shall be tried as such, although the person or persons who actually administered such oath, obligation or engagement, if any such there shall be, shall not have been tried or convicted.

4. The indictment need not set out the words of the oath.

5. Any engagement or obligation whatever in the nature of an oath shall be deemed an oath, within the intent and meaning of this Act, in whatever form or manner the same shall be administered or taken, and whether the same

shall be actually administered by any person or persons or taken without any administration thereof by any person or persons.

6. That from and after the passing of this Act all and every society or association, the members of which shall be admitted to take any unlawful oath, obligation or engagement within the intent and meaning of the foregoing provisions, and every society or association, the members whereof or any of them shall take or in any manner bind themselves by any such oath, obligation or engagement, or in consequence of being members of such society or association, and every society or association of which the names of the members, or any of them, shall be kept secret from the society at large, or which shall have any committee or secret body so chosen or appointed that the members constituting the same shall not be known by the society at large to be members of such committee or select body, or which shall have any president, treasurer, secretary, delegate or other officer, so chosen or appointed that the election or appointment of such persons to such office shall not be known to the society at large, or of which the names of all the persons and of the committee or select bodies of members, and of all presidents, treasurers, secretaries, delegates and other officers, shall not be entered in a book or books for that purpose, and to be open to the inspection of all the members of such society or association, shall be deemed and taken to be unlawful combinations and confederacies, and every person who, from and after the passing of this Act, shall become a member of any such society or association, or shall afterwards act as a member thereof, and every person who after the passing of this Act shall, directly or indirectly, maintain correspondence or intercourse with any such society or association, or with any division, branch, committee or other select body, treasurer, secretary, delegate or other officer or member of such society or association as such, or who shall by contributions of money or otherwise aid, abet, or support such society or any members or officers thereof as such, shall be deemed guilty of an unlawful combination or confederacy.

7. Any person who, at any time after the passing of this Act, shall, in breach of the provisions thereof, be guilty of any such unlawful combination or confederacy as in this Act is described, shall be guilty of a misdemeanor, and shall be liable to be imprisoned in the penitentiary for any term not exceeding three years, and not less than two years, or to be imprisoned in any other gaol or place of confinement for any term less than two years, with or without hard labor, and with or without solitary confinement.

8. If any person shall knowingly permit any meeting of any society or association hereby declared to be an unlawful combination or confederacy, or of any division, branch or committee of such society, to be held in his or her house, apartment, barn, out-house, or other building, such person shall, for the first offence, forfeit a sum not exceeding two hundred dollars, and for any subsequent offence shall be deemed guilty of an unlawful combination and confederacy in breach of this Act, and shall be punished as hereby directed.

GENERAL NOTES.

From a return it appears that the expenditure in connection with the consolidation of the Dominion Statutes, including the salary of Hon. J. Cockburn, from the first of July, 1881, to the 30th of June, 1882, has been $5,085 and for 1882-3, to January 31st, $2,962.

The annual general meeting of the Law Society was held yesterday at the Secretary's office, Langley street, the Attorney-General in the chair. The Secretary's and Treasurer's reports were received and adopted. The following officers were elected for the ensuing year:—Treasurer, Mr. J.R. Hett (re-elected); Secretary, Mr. Walls (re-elected): Benchers, Messrs. Drake, Edwin Johnson, Hett, McElmen and Pollard.—*Victoria, (B. C.,) Standard*, March 28.

Another illustration of the tendency to over-legislation referred to elsewhere, is afforded by the recent recommendation of a committee of the N. Y. Legislative Assembly that "Any person who shall sell, loan, or give to any minor under sixteen years of age, any dime novel or book of fiction, without first obtaining the written consent of the parent or guardian of such minor, shall be deemed guilty of a misdemeanour punishable by imprisonment or by a fine not to exceed fifty dollars." So a bookseller might be sent to gaol by some Dogberry for selling a boy a copy of Gulliver's Travels, Robinson Crusoe, Jack the Giant Killer, or even of the Pilgrim's Progress.

The Marquis of Lorne was gazetted Governor-General of Canada on the 14th October, 1878, consequently the gubernatorial term, which is for six years, although by many it is wrongly placed at five years, will not be completed until October, 1884. Colonial governors invariably hold office during the pleasure of the Crown, but their period of service in a colony is usually limited to six years from the assumption of their duties therein, although, at the discretion of the Crown, a governor may be re-appointed for a further term. The rule limiting the term of service to six years was first made applicable to all British colonies in May, 1828, by Colonial Secretary Huskisson. Canadian Governors, since Confederation, with the terms through which they have served, are as follows:—Lord Monck, from 1st July, 1867, until November, 1868; Lord Lisgar, from November 1868, until May, 1872; Lord Dufferin, from May, 1872, until November, 1878. Lord Dufferin, after having served his full term of six years, was asked and consented to continue in office for a few months, until his successor was appointed.—*Gazette.*