The Legal News.

VOL. XIII. FEBRUARY 22, 1890. No. 8.

The B. A. Bill this year secured more powerful support, and has passed both branches of the Legislature. The leaders of both political parties concurred in recommending the bill. The fear which some would appear to entertain that this measure would introduce unqualified persons into the profession, has been shown to be chimerical, and experience will probably demonstrate that the proposed change of the law is not only in the interest of the Universities but of the Bar as well.

The clear and succinct statement of the law applicable to tariffs of fees, by Mr. Justice Cimon in the case of *Duberger* v. *Angers*, *ante* p. 50, directs attention to the duty now imposed on the General Council of the Bar to regulate the tariff (R. S. Q. 3599), and to an omission to provide for attorneys' fees in cases in the Superior Court of $200 and under, in districts other than Quebec and Montreal. The result is that the fees are taxable on a higher scale in the country districts than in the two districts named.

The notice in the Advocates' Library, not to speak loud, should probably be altered to an injunction not to speak at all. Study and reflection are not aided by the buzz of two or three conversations proceeding simultaneously in different parts of the chamber. While we were in the library of Osgoode Hall a few days ago, we noticed that silence prevailed, though a good many persons were present. We cannot say whether it is always so; but nothing but lack of accommodation elsewhere can excuse the introduction of business conversation into a library.

The celebration of the centenary of the U. S. Supreme Court appears to have had as much success as celebrations of this kind usually attain. Never before, perhaps, was there such a congregation of eminent judicial dignitaries, and it is fortunate that no crank disappointed in litigation conceived the idea of extinguishing so much light and learning by some fell design against the judiciary. The President was kept away by the great affliction in the family of Secretary Tracy. Reference was made to the fact that on the same day, a century ago, the Supreme Court had adjourned for want of business. Now the Court has business waiting, sufficient to occupy four years.

SUPREME COURT OF CANADA.

OTTAWA, January, 1890.

Quebec.]

ONTARIO & QUEBEC RAILWAY CO. v. MARCHETERRE.

Application to give security for costs—Supreme and Exchequer Courts Act, Sec. 46—Appeal—Jurisdiction—Interlocutory judgment—Final judgment—Art. 1116, C. C. P.—Amount in controversy not determined—Supreme and Exchequer Courts Act, Secs. 28, 29.

STRONG, J. (in Chambers) *dubitante* as to the jurisdiction of the Supreme Court to hear an appeal from a judgment of the Court of Queen's Bench for Lower Canada (appeal side), and desiring to give the parties an opportunity of having the question of jurisdiction decided by the full Court, granted an application to allow the payment of $500 into Court as security for the costs of the appeal, as the time for appealing from the said judgment would elapse before the next sittings of the Court.

On a motion to quash for want of jurisdiction, before the full Court, it was

HELD—1. That a judgment of the Court of Queen's Bench for Lower Canada (appeal side), quashing a writ of appeal on the ground that the writ of appeal had been issued contrary to the provisions of Art. 1116 C. C. P., is not "a final judgment" within the meaning of section 28 of the Supreme and Exchequer Courts Act. (*Shaw* v. *St. Louis*, 8 Can. S. C. R. 387, distinguished).

2. Per Ritchie, C.J., and Strong, Taschereau and Patterson, JJ., that the Court has no jurisdiction where the amount in contro-

versy, upon an appeal by the defendant, has not been established by the judgment appealed from. Supreme and Exchequer Courts Act, sec. 29.

Appeal quashed with costs.

F. X. Archambault, Q.C., for respondent.

H. Abbott, Q.C., contra.

COURT OF QUEEN'S BENCH—MONTREAL. *

Voiturier—Responsabilité—Dommages—Preuve.

Jugé:—1o. Qu'un voiturier est responsable des avaries et dommages que souffrent les marchandises confiées à ses soins, lorsqu'il ne peut prouver qu'ils sont imputables à force majeure;

2o. Que la preuve de la force majeure et celle du vice de la chose même, si le voiturier l'invoque, incombe à ce dernier;

3o. Qu'un voiturier qui fait un contrat pour transporter des marchandises à un endroit éloigné, et qui en reçoit le prix, est responsable de ces marchandises jusqu'au lieu de leur destination, nonobstant qu'à moitié chemin, il aurait délivré ces effets à un autre voiturier pour les rendre au lieu convenu, du consentement du propriétaire.—*Ouimet & The Canadian Express Co.*, Tessier, Cross, Church, Doherty, JJ., (Church, J., *diss.*), 19 janvier 1889.

Uncertain bounds—Claim for trees cut—Evidence.

Where persons are occupying lands which have never been marked off by a regular survey, and one of them, instead of bringing an action *en bornage* to settle the limits of his property, sues a neighbour for the value of trees alleged to have been cut by him upon plaintiff's land, it is incumbent on the plaintiff to make it clear by positive testimony that the trees were in fact cut upon his land; and if, upon the reports of surveyors, uncertainty exists as to the limits of the respective properties, the doubt must be interpreted against the plaintiff. In the present case, moreover, the weight of evidence was in favor of the defendant.—*Milliken & Bourget*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty JJ., January 19, 1889.

Tutor and minor—Release and discharge by minor on attaining age of majority—Prescription—C. C. 2258.

Held:—Where a minor on attaining the age of majority, gives her tutrix a release and discharge from all claims arising from her administration as tutrix, that the action of the minor for an account of the tutorship, is prescribed by the lapse of ten years from the date of such discharge; and this rule was held to apply where the discharge was not given immediately and expressly to the tutrix, but to the trustees in whom the estate had been vested by the tutrix on her second marriage, the minor (then of age), however, declaring that she had received her share, and that she discharged the trustees and all others from all further accountability, and in a letter to the tutrix, fifteen years afterwards, expressly disclaimed any intention of disturbing the settlement.—*Watt et al. & Fraser*, Dorion, Ch. J., Tessier, Cross, Baby, Bossé, JJ., November 27, 1889.

Election law—38 *Vict.* (*Q.*) *s.* 266 (*R. S. Q.* § 425)—*Promissory note—Promise referring to an election fund.*

The respondent made his promissory note payable to his own order, and endorsed and delivered the same to appellants, who got it discounted; and the proceeds were applied to an election fund of which the respondent was treasurer, the fund being used in promoting the election of members of the provincial legislative assembly. There was an understanding that the appellants would take up the note at maturity, as their contribution to the election fund. The appellants having failed to take up the note, it was paid by respondent. In an action by the latter against appellants:

Held:—That the respondent had no right to recover the amount of the note from the appellants, a promise or undertaking in any way referring to an election fund being void under 38 Vict. (Q.) s. 266, now R. S. Q. § 425.—*St. Louis & Senécal*, Dorion, Ch. J.,

* To appear in Montreal Law Reports, 5 Q. B.

Tessier, Cross, Baby, Bossé, JJ., September 26, 1889.

Street railway—Collision between tramway car and cart—Negligence of conductor of car—Responsibility of employer.

Held :—(Affirming the decision of the Court of Review, M.L.R., 4 S.C. 193), Where the respondent, a passenger on a street car, while standing on the platform or step of the car, was injured by a passing cart loaded with planks, that as the immediate cause of the accident was the conductor's want of vigilance in failing to stop the car (as he might have done) in time to avoid the collision, the appellants, his employers, were responsible. The fact that the respondent was standing on the platform at the time of the accident did not relieve the appellants from responsibility, inasmuch as the car was crowded, and he was permitted to stand there by the conductor, who had collected fare from him while he was in that position. —*La Cie. de Chemin de Fer Urbain & Wilscam*, Dorion, Ch. J., Cross, Baby, Church, Bossé, JJ., Nov. 23, 1889.

Insurance, Fire—Loss, if any, payable to person named in policy—Conditions of policy—Breach by owner of property—Preliminary proofs of loss.

Held :—(Cross and Doherty, JJ., *diss.*), following *Black & National Ins. Co.*, 24 L. C. J. 65, that where a policy of insurance against fire, taken out by the owner of real property, declares that the loss, if any, is payable to a person named therein, (without specifying the nature of his interest), such person becomes thereby the party insured, to the extent of his interest, and his right cannot be destroyed or impaired by any act of the owner of the property; (*e.g.* an assignment of the property insured without notice to the company); and he may make the preliminary proofs of loss in his own behalf. *National Assurance Co. & Harris*, Dorion, Ch. J., Tessier, Cross, Bossé, Doherty, JJ., Jan. 25, 1889.

Donation—Registration—Arts. 806-808 *C.C.*—*Testamentary Executor—Substitution.*

Held :—1. That the *don mutuel d'usufruit* between future consorts, by their contract of marriage, in favor of the survivor, is subject to registration.

2. A testamentary executor, who has fulfilled the requirements of the will, and has left the movables of a substitution, created thereby, in the possession of the tutor to the institute (a minor), has no action against the tutor, upon the death of the institute within a year and a day from the death of the testator, to revendicate these effects for distribution among the substitutes,—the tutor being bound to account only to the substitutes or to the curator to the substitution.—*Marchessault & Durand*,, Dorion, Ch. J., Cross, Church, Bossé, JJ., Nov. 23, 1889.

COUR DE MAGISTRAT.

MONTRÉAL, 5 juin 1889.

Coram CHAMPAGNE, J. C. M.

LEFAIVRE v. ROY.

Offres réelles—Dommage—Cumulation d'actions—Evaluation du dommage.

JUGÉ:—1o. *Que des offres réelles qui ne sont pas renouvelées avec le plaidoyer ne valent rien;*

2o. *Que lorsque le dommage a été causé par plusieurs personnes en même temps, le demandeur ne peut prendre une pareille action en dommage contre chacun d'eux séparément, mais il doit les poursuivre ensemble pour le montant du dommage qu'il a souffert;*

3o. *Que celui qui a causé du dommage ne peut offrir de mettre les choses endommagées dans le même état qu'avant, mais qu'il doit payer le montant du dommage en argent.*

PER CURIAM :—Le petit garçon du défendeur et deux autres petits garçons ont démoli en jouant une petite bâtisse appartenant au demandeur. Les parents de ces enfants, informés de la chose, font offrir au demandeur de rétablir sa bâtisse comme elle était auparavant, ce que le demandeur a refusé, exigeant la valeur du dommage en argent. Deux semaines après, le demandeur estimant le dommage à $5 prend trois actions de $5 chacune contre le père de chacun de ces enfants. Les défendeurs firent motion que les trois causes fussent réunies, et cette motion fut accordée. Ils avaient après la signification de l'action fait estimer le dommage à $2, et les ont offert au demandeur sans frais. L'offre de $2 au-

rait dû être renouvelée par le plaidoyer, et le demandeur avait le droit d'exiger la valeur du dommage en argent. D'un autre côté, le demandeur n'aurait dû prendre qu'une seule action contre l'un des défendeurs ou contre les trois ensemble, et, dans le cas actuel, le jugement doit être rendu pour 67 centins dans chaque cause, avec frais d'une seule action contre les défendeurs, les deux autres actions sans frais.

Cholette & Cie,, avocats du demandeur.

E. L. deBellefeuille, avocat des défendeurs.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 2 mai 1889.

Coram CHAMPAGNE, J. C. M.

BENOIT et al. v. BEAUDOIN et al.

Société en commandite—Certificat—Omission du nom d'un des associés — Responsabilité — C. C., arts. 1875, 1876.

JUGÉ:—1o. *Que le certificat exigé par le C. C. arts.* 1875, 1876, *pour la formation d'une société en commandite, n'est pas à peine de nullité, et que le fait que le nom d'un des associés n'est pas entré sur le certificat qui a été enregistré, n'est pas une raison valable à opposer à une demande de paiement de la balance de sa mise sociale par les gérants.*

2o. *Que cette omission du nom du défendeur sur le certificat peut le faire considérer par les tiers comme associés en nom collectif.*

PER CURIAM:—Les demandeurs en leur qualité de gérants de la société en commandite sous le nom de la "Compagnie co-opérative de chaussures de Montréal," réclament du défendeur la somme de $4.60, balance de sa mise sociale pour une action qu'il a prise dans la dite compagnie comme associé commanditaire.

Le défendeur admet avoir pris une action sur laquelle il a payé un à compte, mais il prétend qu'il n'est pas tenu de payer la balance, parce que les demandeurs ne se sont pas conformés aux exigences des articles 1875 et 1876 du Code Civil. Ce certificat n'est pas exigé à peine de nullité; il ne serait pas juste de libérer le défendeur du paiement de sa mise, et de faire peser sur les gérants la responsabilité qui incombe au défendeur pour une omission dont ce dernier est aussi responsable.

Jugement pour les demandeurs.*

Autorités: C. C. arts. 1871 et seq.; art. 1834; *Dalloz*, V. 40, No. 1258, 1262 à 1272; *Rivière*, Nos. 68, 74, *Loi sur les sociétés.*

David, Demers & Gervais, avocats des demandeurs.

Bergevin & Leclerc, et *M. Leferrière*, avocats du défendeur.

(J. J. B.)

COURT OF APPEALS.

NEW YORK, Dec. 3, 1889.

BENNETT v. BENNETT.†

Marriage—Right of Wife to Sue for Enticing away Husband.

A married woman has at common law a right of action against a person who entices away her husband, and deprives her of his society.

Appeal by defendant from General Term, Fourth Department.

VANN, J. The plaintiff, a married woman, brought this action to recover damages from the defendant for enticing away her husband, and depriving her of his comfort, aid, protection and society. The defendant insists that neither at common law, nor under the Act concerning the rights and liabilities of husband and wife, can such an action be maintained. It was provided by that statute that any married woman might, while married, sue and be sued in all matters having relation to her sole and separate property, and that she might maintain an action in her own name, for damages, against any person or body corporate, for any injury to her person or character, the same as if she were sole. Laws 1860, chap. 90, p. 158, § 7, as amended by chap. 172, Laws 1862, p. 343. An injury to the person, within the meaning of the law, includes certain acts which do not involve physical contact with the person injured. Thus criminal conversation with the wife has long been held to be a personal injury to the husband. *Delamater* v. *Russell*, 4 How. Pr. 234 (1850); *Straus* v. *Schwarzwaelden*, 4 Bosw. 627 (1859). And the seduction of a daughter a like injury to the father. *Taylor*

---

* Jugement fut en même temps rendu par le même juge dans cinq causes semblables.

† *Affirming* 41 *Hun.* 640, *mem.*

v. *North*, 3 Code Rep. 9 (1850): *Steinberg* v. *Lasker*, 50 How. Pr. 432. The Code of Civil Procedure, in defining "personal injury," includes under that head, libel, slander, "or other actionable injury to the person." § 3343, subd. 9. It is well settled that a husband can maintain an action against a third person for enticing away his wife, and depriving him of her comfort, aid and society. *Hutcheson* v. *Peck*, 5 Johns. 196; *Barnes* v. *Allen*, 1 Abb. Dec. 111. The basis of the action is the loss of *consortium*, or the right of the husband to the conjugal society of his wife. It is not necessary that there should be proof of any pecuniary loss in order to sustain the action. *Hermance* v. *James*, 32 How. Pr. 142; *Rinehart* v. *Bills*, 82 Mo. 534. Loss of services is not essential, but is merely matter of aggravation, and need not be alleged or proved. *Bigaouette* v. *Paulet*, 134 Mass. 125. According to the following cases, a wife can maintain an action, in her own name and for her own benefit, against one who entices her husband from her, alienates his affection, and deprives her of his society. *Jaynes* v. *Jaynes*, 39 Hun, 40; *Breiman* v. *Paasch*, 7 Abb. N. C. 249; *Baker* v. *Baker*, 16 id. 293; *Warner* v. *Miller*, 17 id. 221; *Churchill* v. *Lewis*, id. 226; *Simmons* v. *Simmons*, 4 N. Y. Supp. 221. There appears to be no reported decision in this State, holding that such an action will not lie, except *Van Arnam* v. *Ayers*, 67 Barb. 544. That case was decided at Special Term, in 1877, and the learned justice who wrote the opinion therein, as a member of the General Term when the case now under consideration was affirmed, concurred in the result, and stated that, owing to recent authorities, he thought the right of action should be upheld. Some of the cases rest mainly upon the statute already alluded to, and sustain the action upon the theory that enticing away the wife is such an injury to the personal rights of the husband as to amount to an injury to the person, while others proceed upon the ground that the loss of *consortium* is an injury to property, in the broad sense of that word, "which includes things not tangible or visible, and applies to whatever is exclusively one's own." *Jaynes* v. *Jaynes*, *supra*, sustains the action upon either ground, although prominence is given to the latter. Several of the cases justify the action generally, without allusion to any statute.

If the wrong in question is an injury to property simply, it would not abate upon the death of the plaintiff, but could be revived in the name of the personal representatives, a consequence which suggests the precarious nature of that basis for the action. *Cregin* v. *Railroad Co.*, 75 N. Y. 192: 83 id. 595. In other States the rule varies. In Ohio and Kansas, recovery by the wife is permitted, while in Indiana the right has thus far been denied, but by a court so evenly divided in opinion as to leave the ultimate rule in that State uncertain. *Clark* v. *Harlan*, 1 Cin. R. 418; *Westlake* v. *Westlake*, 34 Ohio St. 621; *Mehrhoff* v. *Mehrhoff*, 26 Fed. Rep. 13; *Logan* v. *Logan*, 77 Ind. 558. In England the point does not appear to have been directly passed upon, but in one case the judges approached it so nearly, and differed so widely in their discussions that it is cited as an authority on both sides of the question. *Lynch* v. *Knight*, 9 H. L. Cas. 577. The lord chancellor (Campbell), in delivering the leading opinion said: "If it can be shown that there is presented to us a concurrence of loss and injury from the act complained of, we are bound to say that this action lies. Nor can I allow that the loss of *consortium* or conjugal society can give a cause of action to the husband alone." Lord Cranworth was strongly inclined to think that this view was correct, but did not feel called upon to express a decided opinion, as it was agreed that the judgment of the court should be placed upon another ground. Lords Brougham and Wensleydale thought that the action would not lie. In that case, it is to be observed, the husband joined the wife in bringing the action, "for conformity," as there was no enabling statute authorizing her to sue in her own name.

While this action was tried, decided at the General Term, and argued in this court upon the theory that the Acts of 1860 and 1862, concerning the rights and liabilities of husband and wife, were still in force, in fact they have no application, because the sections heretofore regarded as applicable were

repealed by the General Repealing Act of 1880. Laws 1880, chap. 245, §§ 36, 38.

The judgment in this action, therefore, cannot be affirmed upon the ground that the wrong complained of may be redressed under those statutes. Can it be sustained upon the theory that the right of action belongs to the wife, according to the general principles of the common law, and that she may now maintain it, being permitted to sue in her own name? The Code of Civil Procedure (§ 450) provides: "In an action or special proceeding, a married woman appears, prosecutes or defends, alone or joined with other parties, as if she were single." The capacity of the plaintiff to sue cannot be questioned under this statute, but whether she has a cause of action to sue upon is the important inquiry. Can she maintain an action for any personal injury, even for an assault and battery, since the Repealing Act already cited went into effect? Admitting her power to assert her rights in court, what right has she to assert? Has she such a legal right to the conjugal society of her husband as to enable her to recover against one who wrongfully deprives her of that right?

It is urged that the novelty of the action is a strong argument that it cannot be upheld. The same point was urged in almost the first action brought by a husband against one who had enticed away his wife, and the answer made by the court in that case we repeat as applicable to this: "The first general objection is that there is no precedent of any such action as this, and that therefore it will not lie. . . ." But this general rule is not applicable to the present case. It would be if there had been no special action on the case before. A special action on the case was introduced for this reason, that the law will never suffer an injury and a damage without a remedy, but there must be new facts in every special action on the case." *Winsmore* v. *Greenbank*, Willes, 577, 580.

Moreover the absence of strictly common-law precedents is not surprising, because the wife could not bring an action alone, owing to the disability caused by coverture, and the husband would not be apt to sue, as by that act he would confess that he had done wrong in leaving his wife. The actual injury to the wife from the loss of *consortium*, which is the basis of the action, is the same as the actual injury to the husband from that cause. His right to the conjugal society of his wife is no greater than her right to the conjugal society of her husband. Marriage gives to each the same rights in that regard. Each is entitled to the comfort, companionship and affection of the other. The rights of the one and the obligations of the other spring from the marriage contract, are mutual in character, and attach to the husband as husband, and to the wife as wife. Any interference with these rights, whether of the husband or of the wife, is a violation, not only of a natural right, but also of a legal right, arising out of the marriage relation. It is a wrongful interference with that which the law both confers and protects. A remedy not provided by statute, but springing from the flexibility of the common law, and its adaptability to the changing nature of human affairs, has long existed for the redress of the wrongs of the husband. As the wrongs of the wife are the same in principle, and are caused by acts of the same nature as those of the husband, the remedy should be the same. What reason is there for any distinction? Is there not the same concurrence of loss and injury in the one case as in the other? Why should he have a right of action for the loss of her society, unless she also has a right of action for the loss of his society? Does not the principle that "the law will never suffer an injury and a damage without a remedy" apply with equal force to either case? Since her society has a value to him capable of admeasurement in damages, why is his society of no legal value to her? Does not she need the protection of the law in this respect at least as much as he does? Will the law give its aid to him and withhold it from her?

It appears from the cases already cited, that according to the weight of authority, the wife can maintain such an action when there is a statute enabling her to sue. The modern elementary writers take the same position. "To entice away or corrupt the mind and affection of one's consort is a civil wrong, for which the offender is liable to the

injured husband or wife. The gist of the action is not the loss of assistance, but the loss of *consortium* of the wife or husband, under which term are usually included the person's affection, society or aid." Bigelow Torts, 153. "We see no reason why such an action should not be supported, where, by statute, the wife is allowed, for her own benefit, to sue for personal wrongs suffered by her." Cooley Torts, 228.

The judgment was affirmed, Haight and Parker, JJ., diss.

LEGAL LIFE IN ENGLAND.

The bar is the subject of a recent paper in the *Pall Mall Gazette's* series on professional life in England, and the facts given are interesting. "Of all the professions," says the writer, "probably the bar is the one which presents the most obvious attractions to a young man. As a career it offers great possibilities. But though the prizes of the bar are both numerous and great, there is no walk in life which has so many blanks. Success is well advertised and known to all, but little is heard of those who fail; and the number of failures is out of all proportion to those who attain even a modicum of success.

"A moderate amount of success, it may be noted, is not a common thing. A marked line is drawn between success and failure. The more work a man has at the bar, the more he is likely to get; while the man whose practice is small is always liable to lose what little he has. The tendency is for the work to confine itself to a comparatively small number, and to leave the many idle. While a mere handful of men make very large incomes, very many hundreds at the bar earn practically nothing at all. These disappointed ones struggle on for a while and then drift away in different directions, some to undertake work for which they are more suited; others to live at ease on money which they have inherited; others to find themselves stranded, after having wasted the best years of their lives, without work and without means on which to live. The risks of the bar are very great, and demand very careful consideration by any one inclined to make the bar his profession.

"No one can practice as a barrister until he has been 'called' to the bar, and the first step toward a call is to join one of the Inns of Court. There are four of these inns—the Inner Temple, the Middle Temple, Lincoln's Inn, and Gray's Inn. The choice of an inn is a comparatively unimportant matter, as the functions of the inns toward barristers are confined to providing a dining hall and library for the use of their respective members and to letting chambers at high rents to any who are willing to take them. Most of those, however, who intend to devote themselves to common law and circuit work, become members of either the Inner or the Middle Temple, while those who intend to practice on the Chancery side, or to become conveyancing counsel, join Lincoln's Inn. There is, however, no fixed rule in the matter. Several of the leaders of the common law bar, with Sir Charles Russell at their head, are members of Lincoln's Inn, while the ranks of the Templars are swelled by many 'equity draftsmen and conveyancers.'

"The last of the four Inns of Court—Gray's Inn—is a very much smaller society than any of the other three inns, and attracts but few students. The various inns have but few advantages of a solid nature to offer to students. In the way of education for practice at the bar they do practically nothing, and fill a position analogous to that of the city livery companies toward their respective trades. It must not be forgotten, however, that they are all the possessors of very fine libraries, which are open to the use of their members. Probably the library of the Inner Temple, which is the richest of all the inns, is the finest; but all the libraries are good, and kept up to date with new books, legal and otherwise.

"The fees payable on admission are practically the same at each of the Inns of Court, and it will be sufficient to quote the following list as a fair example:

	£	s.	d.
Fee for the admission form	1	1	0
Stamps and entrance fees	35	6	0
Lecture fee	5	5	0
Deposit (returnable, without interest, on call, death, or withdrawal)	100	0	0
Total	£141	12	0

"As a matter of fact, the deposit of £100 is often not demanded from students, for it is not required from members of the Scotch bar, nor from members of any of the universities of Oxford, Cambridge, Dublin, London, Durham, or of the Royal University of Ireland, provided that before call they take a degree or produce a certificate of having kept two years' terms. Before commencing to 'keep terms' at the inn which he may have chosen, the student is required to execute a bond of £50, with two sureties, for payment of 'commons' and dues. The 'commons' are the dinners which the student is required to eat in order that he may keep his term. Three dinners only every term are exacted from university men, while the number for the other students is six. The cost of commons and dues may be estimated at about £8 or £9 a year for three years. When the regulation number of dinners have been consumed, and the terms duly kept, then more fees are payable before call. Approximately these amount to nearly £100. Stamps and fees, £82 10s., commutation for future dues, £12; total, £94 10s. With them, however, the payment of fees ceases, and the full-blown barrister is mulcted no more by his inn.

"The keeping of terms by means of eating of dinners is a survival from the time when the Inns of Court performed some of the functions of a college, and the presence of a student at dinner time was the simplest means of proving residence. A perfect analogy still exists in the various colleges at Oxford and Cambridge, where terms are kept by undergraduates by taking a daily commons of bread and butter out of the college buttery. Now that residence in an Inn of Court has ceased to be necessary, the eating of dinners has become a useless farce, inconvenient to students, and pleasing only to the antiquarian.

[To be continued.]

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 15.

Judicial Abandonments.

Blumenthal & Rosendal, St. Hyacinthe, Feb. 8.

Arthur E. Desautels, parish of St. Pie, Feb. 8.

Charles J. McGrail, grocer, Montreal, Feb. 8.

Louis Poiré, cabinet-maker, St. Roch de Québec, Feb. 6.

Curators appointed.

Re Joseph Dagenais, Montreal.—Kent & Turcotte, Montreal, joint curator, Feb. 10.

Re N. Doucet, Grande Piles.—Kent & Turcotte, Montreal, joint curator, Feb. 8.

Re H. Gariepy & Co.—C. Desmarteau, Montreal, curator, Feb. 13.

Re James W. Hannah & Co., Montreal.—J. McD. Hains, Montreal, curator, Feb. 8.

Re Labonté Frère.—Bilodeau & Renaud, Montreal, joint curator, Feb. 11.

Re Isaïe Rivet, Montreal.—Kent & Turcotte, Montreal, joint curator, Feb. 11.

Re Gédéon Sevigny.—W. A. Caldwell, Montreal, curator, Feb. 7.

Re Abraham Simard.—J. A. Quesnel, Arthabaskaville, curator, Jan. 31.

Re Zoel Turcotte, Pierreville.—Kent & Turcotte, Montreal, joint curator, Feb. 6.

Dividends.

Re J. A. Allard, Hull.—First and final dividend, payable March 6, C. Desmarteau, Montreal, curator.

Re A. Blumenthal & Co., Montreal.—Dividend, payable March 10, Kent & Turcotte, Montreal, joint curator.

Re O. Cartier, *fils*, grocer, Montreal.—First dividend, payable Feb. 23, Bilodeau & Renaud, Montreal, joint curator.

Re H. Cousineau, Ile Bizard.—Dividend, payable March 4, Kent & Turcotte, Montreal, joint curator.

Re P. C. Dauteuil & Co., Quebec.—Dividend, payable March 10, Kent & Turcotte, Montreal, joint curator.

Re Elz. Drolet.—Dividend, payable Feb. 24, F. Valentine, Three Rivers, curator.

Re Gouin & Gouin.—First and final dividend, payable March 3, T. E. Normand, Three Rivers, curator.

Re Lamothe & Hervieux.—First and final dividend, payable Feb. 27, O. Poliquin, Quebec, curator.

Re Kelly & Frère, Joliette.—Dividend, payable March 3, Kent & Turcotte, Montreal, joint curator.

Re P. Léonard, Montreal.—First and final dividend, payable March 5, C. Desmarteau, Montreal, curator.

Re Marcotte, Perrault & Co., Montreal.—Second and final dividend, payable March 3, J. McD. Hains, Montreal, curator.

Re Nap. McCready, St. Romuald.—First and final dividend, payable March 3, H. A. Bédard, Quebec, curator.

Separation as to property.

Florianne Chagnon vs. Napoléon Martel, trader, parish of St. Ours, Feb. 4.

Maranda Cooey v. Isaac Patton, farmer, township of Brome, Dec. 27.

Mary Elizabeth Featherston v. James Cunningham, Montreal, Feb. 10.

Emérance Goyette vs. Charles Primeau, Montreal, Feb. 12.

COURT TERMS.

Court of Queen's Bench, criminal term, district of Montmagny, changed to March 26.