The Legal News.

Vol. X. MAY 28, 1887. No. 22.

The work of the late Mr. Justice Ramsay, to which reference has already been made, and of which we have received some advance pages from the publisher Mr. Periard, differs from an ordinary index of decisions in that it embodies definitions of civil and criminal law as well as a synopsis of points held. In some cases the definition is not accompanied by any reference to a decision. These notes, which may be assumed to embody the result of a study of the subject, will be found valuable and interesting owing to the high reputation of the learned author, but they detract to some extent from the methodical arrangement of an Index of Decisions. The profession will look eagerly for the appearance of a work to which no small portion of time was devoted, and notwithstanding some defects which would have been remedied if the lamented judge had lived to see it pass through the press, there can be no doubt that it will take a high place in our local jurisprudence.

The resignation by Mr. Gladstone of his seat on his becoming Commissioner of the Ionian Isles, remarks the *Law Journal*, is no precedent in the case of Colonel King-Harman. In that character Mr. Gladstone was 'a governor of plantations' within the meaning of 6 Anne, c. 41, and therefore disqualified to sit in Parliament, notwithstanding that no profit was attached to the office. Mr. Gladstone might have supplied a better precedent from his own experience of 1873, when, on adding the office of Chancellor of the Exchequer to that of First Lord of the Treasury without salary he declined to resign his seat. The legality of this course could not be questioned in Parliament because of the dissolution, but the better opinion was that the seat was vacated; and in 1881, when Mr. Herbert Gladstone was appointed a Lord of the Treasury without salary, he resigned his seat. The difference, however, between these last two cases and the case of Colonel King-Harman's appointment is that the former were cases of the acceptance without salary of an office which by usage was an office of profit under the crown, whereas, when a new office is created without salary, it is not an office of profit at all. If it were, Colonel King-Harman would not only have to resign his seat, but could not be re-elected without an Act of Parliament. The statute 41 Geo. III. c. 52, applying to offices uuder the Lord Lieutenant, puts them practically in the same position as offices under the Crown provided for by the statute of Anne. These statutes, however, do not apply, and there is no other reason why the new Under-Secretary should not sit in the House. By a statute passed in 1858 (21 & 22 Vict. c. 108, s. 4) it was provided that not more than four principal secretaries and four under-secretaries shall sit in the House of Commons. Colonel King-Harman will make the fourth Under-Secretary in that House, as the Secretary to the Board of Trade is not an Under-Secretary of State.

CIRCUIT COURT.

Lachute, (Co. of Argenteuil,) May 18, 1887.

Before Würtele, J.

Lachute Town Corporation v. McConnell.

Tax imposed by Municipal By-Law—How enforced.

Held:—*That the payment of a tax imposed by a municipal by-law cannot be enforced by fine or imprisonment.*

Per Curiam.—The Charter or Special Act of Incorporation of the Town of Lachute (48 Vict., ch. 72) gives power to the town-council to impose and levy an annual tax or license-fee upon all animals kept within the limits of the town. Under the power thus conferred, the town-council passed a by-law on the 14th July, 1886, which imposed an annual tax on dogs kept within the limits of the town, payable on or before the 31st January in each year. This tax is imposed in the following terms:—"Every owner or "keeper of a dog in the Town of Lachute, "shall annually, on or before the 31st day of

"January, cause it to be registered, num-
"bered, described and licensed for one year
"from the 1st day of the month of February,
"in the office of the Secretary-Treasurer of
"the town, ... and shall cause it to wear
"around its neck a collar to which shall be
"attached by a metallic fastening a metallic
"plate, having raised or cast thereon the let-
"ters T. T. P., and the figures indicating the
"year for which the tax has been paid, and
"number corresponding with the number of
"the registry, ... and the owner or keeper
"shall pay for such license, $1.50 for a male
"dog and $2.50 for a female dog."

The by-law contains also other provisions under the power conferred by section 275 of the "Town Corporations' General Clauses Act," which authorizes the town-council to pass by-laws to cause dogs to be muzzled or tied up, and to prevent them being permitted to go at large or without some person to take charge of them, and to authorize municipal officers to destroy vicious dogs or those found contravening the municipal regulations. It contains moreover a clause imposing a fine or an imprisonment for enforcing its provisions.

The plaintiff represents that the defendant was, on the first day of February last, and still is the owner of a dog kept within the limits of the town, and that he had neglected to cause such dog to be registered and to comply with the requirements of the by-law, and prays that in consequence of this contravention, he be condemned to pay a fine not exceeding $20.00 or to be imprisoned for a period not exceeding thirty days.

The evidence proves the defendant's possession of the dog and his omission to pay the tax for the current year.

The defendant pleads, among other things, that the plaintiff has no right to enforce the collection of the tax in the manner and form attempted.

The power given by the legislature to the town-council by the Special Act is clearly one to impose taxation on animals for the purpose of revenue, and not one to license the keeping of animals within the limits of the town for the purpose of police regulations. There is in the section referred to a misapplication of the word "license-fee"; and it is evident that it is used as synonymous to the words "annual tax" (Dillon on Municipal Corporations, 2nd. Ed., No. 609). The town-council does not therefore possess the power to license animals within the limits of the town, but merely to impose and levy an annual tax upon them. The phraseology of the by-law is peculiar, but, although the town-council has no power to force the owners of dogs to register them and to cause them to carry a metallic receipt for the annual tax, it seems to me that the words used are sufficient to express the intention of imposing an annual tax upon dogs and to authorize the levying of the same.

How is the payment of this tax to be enforced? Where a mode to enforce the payment of taxes is prescribed by statute, that mode and no other is to be pursued (Dillon on Municipal Corporations, 2nd. Ed., No. 653; Cooley on Taxation, page 300). In the case of the Town of Lachute, the collection of taxes is regulated by the "Town Corporations' General Clauses Act," which prescribes that municipal taxes may be levied by the seizure and sale of the goods and chattels of a rate-payer in default under a warrant signed by the mayor, or may be claimed by an action brought in the name of the corporation. No power is given to enforce payment by fine or by the arrest of the person taxed.

In the present case, however, the corporation instead of asking by its action that the defendant be condemned to pay the amount of the tax upon his dog, asks that he be condemned to pay a fine or to be imprisoned for his breach of the by-law. This is not levying and is moreover not the mode prescribed; and the suit is therefore illegal and untenable.

That by-laws may be enforced, it is necessary that some penalty should be imposed for the breach of them; and the legislature has therefore empowered Municipal Councils to enact penalties by fine or imprisonment. But this applies to the breach of a rule of conduct laid down by a by-law and not to the neglect or refusal to pay a tax imposed by a by-law. In the first case, when a municipal corporation prosecutes, it seeks to punish an infraction which has been committed of its by-law; but in the other, it seeks

to collect its revenue, and that cannot be attained by punishment, but by compulsion under a judgment, for the payment of the tax.

Were the plaintiff to complain that the defendant had allowed his dog to go at large, the violation of the by-law could be punished by fine or imprisonment; but where the complaint is of the non-payment of the annual tax upon his dog, the remedy is not attained by fine or imprisonment, but by a judgment under which the payment can be enforced by the seizure and sale of the defendant's goods and chattels.

Although the amount involved in this suit is small, the principle involved is important, for if the defendant can be fined or imprisoned for the non-payment of the tax upon his dog, any rate-payer could equally be fined or imprisoned for the neglect or refusal to pay a municipal tax upon his moveable or immoveable property.

The plaintiff's recourse is by action of debt and not by prosecution for fine or imprisonment; and I consequently dismiss the action, with costs.

Action dismissed.

R. C. de Laronde, for plaintiff.
Joseph Palliser, for defendant.

COUR DE CIRCUIT.

MONTREAL, 19 avril 1887.

Coram MATHIEU, J.

THEORET v. MELOCHE, & MELOCHE, opposant.

Art. 479 *C. P. C.—Taxation des frais—Opposition—Défaut de taxation des frais avant l'émanation d'un bref d'exécution.*

JUGÉ:—*Qu'un bref d'exécution qui émane pour frais, sans taxation préalable de ces frais, est nul, et qu'une opposition invoquant cette nullité sera maintenue avec dépens.*

Dans cette cause et en cinq autres semblables, le demandeur avait fait émaner un bref d'exécution pour des frais du jour que les défendeurs avaient été condamnés à lui payer. Son *fiat*, écrit sur le mémoire même, requérait l'émanation d'un bref d'exécution *pour les frais taxés d'autre part*, mais aucune taxation n'avait été faite par les officiers de la Cour. Les opposants demandèrent la nullité du bref d'exécution et de la saisie par suite de ce défaut de taxation des frais.

PER CURIAM. Le jugement que le demandeur cherche à faire exécuter condamne les défendeurs au paiement de certains frais non liquidés, appelés frais du jour. La liquidation de ces frais ne pouvait se faire que par la taxation régulière du mémoire de frais. A Québec, on a décidé que les frais devaient être taxés contradictoirement, après avis à la partie adverse. Sans aller aussi loin, il parait certain que le jugement qui condamne la partie aux frais, ne peut être exécuté qu'en autant que ces frais ont été dûment liquidés. Il appert, à la face même des procédés en ces causes, que les frais en question n'ont jamais été liquidés, n'ont jamais été taxés tel que voulu par l'art. 479 du code de procédure civile. Le bref d'exécution est donc nul et la saisie doit être mise de côté.

Oppositions maintenues avec dépens.*

G. A. Morrison, avocat du demandeur.
Archambault, Lynch, Bergeron & Mignault, avocats des opposants.

(P. B. M.)

SUPERIOR COURT—MONTREAL.†

Agent—Responsabilité personnelle—Preuve.

Jugé, Que lorsqu'une action est basée sur un écrit du défendeur, ce dernier, s'il prétend n'avoir alors agi que comme l'agent d'un tiers, doit prouver légalement que le demandeur connaissait, lors de la signature de l'écrit, que le défendeur agissait comme agent seulement.—*Ménard* v. *Leroux*, en révision, Doherty, Gill, Loranger, JJ., 31 janvier 1887.

Entrepreneur en sous ordre—Privilège—Radiation.

Jugé, Qu'il n'y a que l'entrepreneur principal qui puisse acquérir le privilège du constructeur, et que l'entrepreneur en sous-ordre n'a pas ce droit.

2. Qu'un entrepreneur en sous-ordre qui aura fait inscrire un prétendu privilège sur un immeuble, sera condamné à en faire faire la radiation à ses frais et dépens.—*Moisan* v. *Thériault*, Würtele, J., 31 mars 1887.

* Voir aussi *Lewis et al.* v. *McGinley*, 6 Q. L.R. 61.
† To appear in Montreal Law Reports, 3 S. C.

THE LAW OF THE FRONTIER.

The following diplomatic note, dated April 28, 1887, was addressed to the French Ambassador at Berlin on the release of M. Schnaebele:—

On the strength of communications made to me by his Excellency the Ambassador of the French Republic with regard to the judicial arrest of the French police commissary Schnaebele, as well as of communications from the French Minister of Foreign Affairs to the Imperial Chargé d'Affaires at Paris, the undersigned has given the affair his careful consideration. For this purpose the judicial authorities concerned were requested to furnish the documents relating to the arrest of Schnaebele and its attendant circumstances.

Copies of the most important of these documents, especially the statement made by Schnaebele after his capture, and all the depositions of witnesses officially examined, have been communicated to the Ambassador of the French Republic; and from these it is beyond doubt that the arrest in each of its stages was made exclusively on German territory, without any crossing of the French frontier.

The judicial proceedings against Schnaebele were taken on information that he had committed the crime of treason within the territory of the German Empire, and were based on complete evidence of his guilt, consisting of the confessions made by the German subject Klein, similarly accused, and of autograph letters posted at Metz by Schnaebele, and afterwards acknowledged by him. On the ground of the proved guilt of Schnaebele, and his own subsequent confession, the Imperial Court issued an order for his arrest whenever he set foot on German soil. This was done on the 20th inst., on the occasion of a business meeting at the frontier between Schnaebele and the German police commissary Gautsch. In these circumstances, therefore, it is not possible to doubt that Schnaebele would be convicted, and that his punishment would presumably be all the more severe seeing that in acting criminally, as he did, he abused the confidence reposed in him in an especial degree from the very fact of his being a frontier official. Schnaebele did harm to the trust which is so indispensable for international intercourse in that he used his official position as a frontier servant to bribe German subjects into the commission of criminal actions against their Fatherland. This abuse of his office aggravates Schnaebele's offence in the eyes of the Court, apart from the question whether or not he acted on higher instructions. The undersigned takes the liberty of pointing out this view of the case, so as to meet the contingency of Schnaebele, after his present liberation, being again found on German territory, without being secured against seizure by previous official agreement.

The undersigned ventures to hope that the documents communicated will convince the Ambassador that the judicial order for the arrest of Schnaebele was well justified, and that in executing it the German Government was within its right, and that French rights were not infringed.

Nevertheless, the undersigned thought it his duty to beg the Emperor, his most gracious Master, to command the liberation of Schnaebele. He was guided in so doing by the doctrine of international law that the crossing of a frontier, when done on the strength of official agreement between the functionaries of neighbouring States, must always be looked upon as carrying with it the tacit assurance of a safe-conduct. It is not credible that the German official Gautsch invited Schnaebele to a conference with the object of facilitating his arrest; but there are letters which prove that Schnaebele, when seized, had come to the spot where this was done in consequence of an agreement with a German official to meet and transact common official business. If on such occasions frontier officials were exposed to the danger of being arrested on the strength of the claims preferred against them by the tribunals of the neighbouring State, the caution thus enjoined upon them would carry with it a cause of hindrance to current border business, which would not harmonise with the spirit and traditions of present international relations. The undersigned is, therefore, of the opinion that such official meetings should always be

looked upon as enjoying the mutual protection and assurance of a safe-conduct. Thus, while fully acknowledging the right of the German tribunals and officials to act as they did, he has submitted all the facts of the case to His Imperial Majesty the Emperor, and His Imperial Majesty has been graciously pleased to decide that, in consideration of the reasons of international law in favour of the unconditional security of international negotiations, the aforesaid Schnaebele shall be set at liberty, notwithstanding his arrest on German territory and the evidence there is of his guilt.

While bringing this to the knowledge of the Ambassador of the French Republic, the undersigned begs to add that the necessary instructions have been issued for the release of Schnaebele, and at the same time prays his Excellency to accept the assurance of his most distinguished consideration.

VON BISMARCK.

To his Excellency M. Herbette, Ambassador Extraordinary and Plenipotentiary of the French Republic.

THE BERNINA No. 1.

The case of *The Bernina No. 1*, 56 Law J. Rep. P. D. & A. 17, (*ante*, p. 68) which in the future will be cited as exploding the doctrine of *Thorogood* v. *Bryan*, 18 Law J. Rep. C. P. 336, is reported in the April number of the *Law Journal Reports*. The case was so fully commented on in these columns on May 8 last year, and the criticisms then passed on *Thorogood* v. *Bryan* are so fully borne out by the present decision, that little remains to be said. It is a little remarkable that a month after the decision of Mr. Justice Butt was reported, and the week after those comments were made, there appeared in full in these columns the report of *Little* v. *Hackett* * in the Supreme Court of the United States. It was thus promptly brought before the profession in a manner which contributed to the result of the appeal, although, doubtless, in the end the industry of those concerned would have brought the case to the surface. Decisions extending over a greater space no doubt have been previously reported, but the present decision may well be considered a *tour de force* on the part of the Court of Appeal which with exemplary keenness and industry runs to earth and kills an error which has troubled the law of England for five-and-thirty years.

The interesting judgment of the Master of the Rolls apparently discloses what was the *fons et origo mali*. It appears to have been a *dictum* of Baron Parke, interpolated in the course of the argument of the case of *Bridge* v. *The Grand Junction Railway Company*, 3 M. & W. 244, heard in 1838. The declaration in that case was for injury by the negligence of the servants of the defendants in the conduct of a train of the defendants. The plea was that the train in which the plaintiff was did not belong to the defendants; nor was it under the care and management of them or their servants, but under the care and management of others; that the persons who had the control and management of the train in which the plaintiff was were guilty of negligence; and that in part by and through the negligence of the last-mentioned persons, as well as in part by and through the negligence on the part of the servants of the defendants, the collision took place. To this there was special demurrer on the grounds that the plea amounted to not guilty, and that it was argumentative and alleged evidence. During the argument Baron Parke said: 'The question is whether the plea is not altogether bad in substance. It is consistent with all the facts stated in it that the plaintiff, *or those under whose guidance he was*, was guilty of negligence, and yet that the plaintiff is entitled to recover. Can it be said that because a carriage is on the wrong side of the road a party is excused who drives against it? It ought to have been shown that there was negligence in not avoiding the consequences of the defendants' default.' Upon this *dictum* Mr. Justice Williams, who was one of the judges responsible for *Thorogood* v. *Bryan*, says that he and his colleagues founded their decision. If so, it must be confessed they had a very slender basis to rest upon. What Baron Parke meant was that it was not enough to plead joint negligence, but contributory negligence must be pleaded, because it is consistent with

* 9 Leg. News, p. 106.

joint negligence that the defendant was guilty of negligence in not avoiding the consequences of the plaintiff's negligence. The argument appears to have been that, even supposing negligence in the plaintiff to be alleged (and he takes the pleader's view of the extent of the plaintiff's responsibility for negligence in respect of persons for the moment), yet the plea was bad because, besides alleging that the plaintiff was guilty of negligence, it did not allege that the defendants were not guilty of negligence in not avoiding the plaintiff's negligence. The distinction was in itself put in a way so difficult to follow that there is no wonder that the learned judge in his effort to make it clear neglected to let his mind go with the premisses on which he was basing it. It would be irreverent to reflect on the learned reporters, but if they had repressed this careless expression of Baron Parke's, which he did not repeat in giving judgment, they would have conferred a service on mankind. Mr. Justice Williams, however, followed it at Nisi Prius, and his brethren—Justices Coltman, Maule, and Cresswell — upheld him. Before *Thorogood* v. *Bryan* was argued the editors of 'Smith's Leading Cases,' then Mr. Willes and Mr. Keating, had criticised the *dictum* of Baron Parke, and that learned judge seems early to have repented of it, for in his own copy of 'Eighth Common Bench' he put a *quære* against the case, which fact was brought to the attention of the Courts as long ago as 1875. Still the doctrine appears to have been accepted, and its fallacy escaped even the acuteness of Baron Bramwell, for in *Childs* v. *Hearn*, 43 Law J. Rep. Exch. 100, if we are to believe the 'Law Reports,' that learned judge said, 'I think in such a case'—that is, the case of 'a person riding in a rotten carriage'—'the person riding in the carriage would be identified with the carriage in which he was riding.' There is external evidence that something of this sort was said by the learned baron, but it is only fair to add that this 'somewhat startling figure,' as the Master of the Rolls calls it, is not given in the LAW JOURNAL report of the case. A better idea of Baron Bramwell's opinion in the matter is to be obtained from *Armstrong* v. *The Lancashire and Yorkshire Railway Company*, 44 Law J. Rep. Exch. 89, in which he and Baron Pollock held that the travelling inspector in the train of a railway company, whose driver had contributed to a collision by his negligence, could not recover from the other company, which had also been negligent. Baron Bramwell followed *Thorogood* v. *Bryan*, with the observation that in that particular instance there was 'strong reason for the rule, 'however unreasonable it might seem at first sight.' Notwithstanding the learned judge's opinion that it would be preposterous that the servants of one railway company should sue another for the negligent acts of their servants, it would not seem easy to reconcile that decision with the present. But the first 'stout disagreement,' as the Master of the Rolls calls it, with the decision came from Dr. Lushington in 1861, when he declined to be bound by it, as wrong in principle and contrary to the practice of the Admiralty Court.

Of the earlier decisions on the other side of the Atlantic the most important is *Chapman* v. *The Newhaven Railroad Company*, 5 Smith's Rep. 341, in which the Court of Appeals of New York, in a case of a collision between the trains of different companies, pronounced *Thorogood* v. *Bryan* 'based on fiction and inconsistent with justice,' although a majority of the judges of the same Court shortly afterwards, in *Brown* v. *The New York Central Company*, 5 Tiffany, 597, a case of collision between a stage coach and a railway train, thought that 'in a case of this kind' *Thorogood* v. *Bryan* applied. American lawyers found some difficulty in reconciling these two cases until, in 1868, in *Webster* v. *The Hudson River Railroad Company*, 11 Tiffany 260, the same Court pronounced boldly in favour of the former against the latter decision. The Supreme Court of the United States, as we know, has recently expressed the same opinion. The history of legal opinion on this subject on both sides of the Atlantic shows that there must be something inherently puzzling in the subject. Baron Pollock, in *Armstrong* v. *The Lancashire and Yorkshire Railway Company*, made a gallant effort to grapple with the word 'identified,' which he explained did not mean that the

passenger constituted the driver his agent, but that 'under all the circumstances the plaintiff must be taken to be in the same position as the driver.' A rule which to support it could only be stated over again was not likely to stand, and with the great weight of authority now supporting the view taken by the Court of Appeal, English Law has probably said its last word on the subject.—*Law Journal*, (London).

APPEAL REGISTER—MONTREAL.

Monday, May 16.

Baker v. *Brossoit.*—Petition for leave to appeal from interlocutory judgment. Rejected without costs.

Ryan v. *Sanche.*—Motion to dismiss appeal. Granted for costs.

Gilman & Gilbert.—Motion to complete record. Granted by consent.

Cayotte Lasciserai & The Queen.—On the writ of error the plaintiff asks to be heard by counsel without the prisoner being present, as the proceedings are had *in forma pauperis*. Application withdrawn. The plaintiff in error then files a petition for a writ of *habeas corpus* addressed to the Warden of the Penitentiary. Petition granted.

Dorion & Dorion.—Case struck.

Chauveau & Benoit.—Case struck.

Senécal & Beet Root Sugar Co.—Case struck.

Barnard & Molson.—Heard on merits. C.A.V.

Fletcher & Chevrier.—Heard on merits. C.A.V.

Tuesday, May 17.

The Court adjourned for want of a quorum.

Wednesday, May 18.

The Mayor et al. & Brown.—Motion to dismiss appeal granted for costs only.

North Shore Railway Co. & McWillie et al.—Motion to dismiss appeal granted for costs only.

Cayotte Lasciserai v. *The Queen.*—The parties having been heard, the plaintiff in error was remanded until the 23rd inst.

McTavish & Fraser.—Heard. C.A.V.

Ryan & Sanche.—Called, struck.

Jodoin & Lanthier.—Heard. C.A.V.

Wade et al. & Mooney et al.—Heard on merits. C.A.V.

Friday, May 20.

Dorion & Dorion.—Heard on appeal from interlocutory judgment. C.A.V.

Canadian Pacific Railway Co. & Chalifoux.—Heard on merits. C.A.V.

Archambault & Lalonde.—Heard. C.A.V.

Saturday, May 21.

Ryan & Sanche.—Called, struck again.

Stephens & Chaussé.—Heard. C.A.V.

City of Montreal & Ecclesiastics of Seminary.—Continued to next term by order of the Court.

Redfield & La Banque d'Hochelaga.—Called, struck.

Allan & Merchants Marine Ins. Co.—Called, struck.

Canadian Pacific Railway Co & Cadieux.—Heard. C.A.V.

Monday, May 23.

Joseph Cayotte dit Lascisserai v. *The Queen.*—Judgment reversed, and conviction quashed.

Gilmour & Lapointe, Paradis, Daoust, Paradis, Boismenu, Paradis, Allaire, Brouillette, Mauroit.—Nine appeals. Heard. C.A.V.

The Montreal City and District Savings Bank & Exchange Bank.—Case settled out of Court.

Ogilvie et al. & Exchange Bank.—Case settled out of Court.

City of Montreal & Labelle.—Heard. C.A.V.

Kelly & Holiday.—Submitted on factums. C.A.V.

Baxter & McDonald.—Struck from the roll.

Wednesday, May 25.

Lemieux & Fournier.—Motion to dismiss appeal. Ordered to be heard with the merits.

Newton & Seale.—Heard. C.A.V.

Newton & Hammond.—Heard. C.A.V.

Palliser & Strong.—Heard. C.A.V.

Rivet & City of Montreal.—Motion for substitution granted.

Lemieux & Fournier.—The appellant not appearing, the appeal was dismissed.

Beckett & La Banque Nationale.—Heard. C.A.V.

Monette & Poirier.—Heard. Judgment confirmed, each party paying his costs in the three Courts; Tessier, J., *diss.*

Thursday, May 26.

Cie Minière de Colraine & McGauvran.—Judgment confirmed.

Bryson & Cannavon.—Judgment confirmed.

Ritchie & Tourville.—Judgment reversed; action dismissed.

Ross & Brulé.—Reversed.

Joyce & City of Montreal.—Confirmed.

Wheeler & Dupaul.—Confirmed.

Bradstreet & Carsley et al.—Confirmed. Leave to appeal to Privy Council granted.

Bradstreet & Carsley.—Confirmed. Leave to appeal to P. C. granted.

Jodoin & Lanthier.—Reversed.

Cie du Grand Tronc & Corporation Ville de St. Jean.—Heard on motion to dismiss appeal. C.A.V.

Société de Construction Métropolitaine & Molsons Bank & Rea.—Heard on petition for leave to appeal. C.A.V.

Ryan & Sanche.—Heard on interlocutory appeal. C.A.V.

Cie du Grand Tronc & Lebeuf et al.—Heard on merits. C.A.V.

Friday, May 27.

Canadian Pacific Railway Co. & McRae.—Heard on motion for leave to appeal from interlocutory judgment. C.A.V.

Corporation Roxton Falls et al. & Poirier.—Motion for dismissal of appeal; appellant not present. C.A.V.

Joyce & City of Montreal.—Motion for leave to appeal to Privy Council. Rule ordered to issue, returnable first day of next term.

Brosseau & Forgues.—Heard. C.A.V.

Gadoua & Pigeon.—Heard. C.A.V.

Ulster Spinning Co. & Foster.—Heard. C.A.V.

Saturday, May 28.

Cie du Grand Tronc & Corporation Ville de St. Jean.—Motion for dismissal of appeal granted.

Société de Construction Metropolitaine & Molsons Bank.—Motion for leave to appeal rejected.

Corporation of Roxton Falls & Poirier.—Motion for dismissal of appeal granted.

Campbell & The Dominion of Canada Freehold Estate and Lumber Co.—Interlocutory judgment reversed; Cross, J., *diss.*

Cantlie & Coaticook Cotton Co.—Confirmed.

Moss & Banque de St. Jean.—Confirmed.

McTavish & Fraser.—Reversed.

Exchange Bank & Montreal City and District Savings Bank.—Heard on merits. C.A.V.

Papineau & De Bellefeuille.—Perimée. Appeal dismissed.

Berg & Exchange Bank.—Appeal dismissed.

Exchange Bank & Gault.—Appeal dismissed.

Monday, May 30.

McKercher & Mercier.—Petition for leave to appeal from interlocutory judgment allowing certain questions in interrogatories on *faits et articles.*—Petition rejected.

Downie & Francis.—Motion for *non pros.* Withdrawn with the permission of the Court.

Gilman & Gilbert.—Heard. C.A.V.

Shea & Prendergast.—Heard. C.A.V.

Bulmer & Exchange Bank.—Heard. C.A.V.

Mail Printing Co. & Laflamme.—Part heard.

Tuesday, May 31.

Cie du Grand Tronc & Corporation de la Ville de St. Jean.—Petition for leave to appeal from interlocutory judgment granted.

Murray & Burland & Curran.—Motion to dismiss appeal. Appeal to be dismissed by consent, unless reasons be filed within eight days.

Canadian Pacific Railway Co. & McRae.—Motion for leave to appeal from interlocutory judgment rejected.

Mail Printing Co. & Laflamme.—Hearing resumed, and continued to Sept. 15.

Fraser & McTavish.—Motion for leave to appeal from interlocutory judgment rejected.

Joyce & City of Montreal.—Respondent to shew cause, June 28, instead of Sept. 15, why appeal should not be allowed.

The Court adjourned to June 28.

INSOLVENT NOTICES, etc.

Quebec Official Gazette, May 21.

Curators appointed.

Re Télesphore Delâge, Coteau du Lac.—C. Desmarteau, Montreal, curator, May 18.

Re Alexis Roberge, St. Francis District.—C. Millier, Sherbrooke, curator, May 18.

Re Clément Berthiaume, Contrecoeur.—A. E. Gervais & A. L. Kent, Montreal, curator, May 13.

Dividends.

Re Maurile Besner, Beauvoir.—Application, May 30, for order upon sheriff to pay parties collocated, Kent & Turcotte, Montreal, curator.

Re André Bourque, St. Clet.—Application, May 30, for order upon sheriff to pay parties collocated, Kent & Turcotte, Montreal, curator.

Re F. X. Larin.—First and final dividend, payable June 4, C. Desmarteau and E. G. Phaneuf, curator.

Re L. J. Latour, Lanoraie.—Seath & Daveluy, Montreal, curator.

Re Nicholas R. Mudge.—First and final dividend, payable June 1, F. M. Cole, Montreal, curator.

Re P. J. A. Noël.—First and final dividend, payable June 9, E. Begin, Quebec, curator.

Re James Smith.—First and final dividend, payable June 9, E. Begin, Quebec, curator.

Re B. St. Pierre & Co., Nicolet.—First and final dividend, payable June 6, C. A. Sylvestre, Nicolet, curator.

Separation as to property.

Emilie Coutu vs. Alfred Allard, mariner, Sorel, May 9.

Tharcile Cusson vs. Alphonse Racette, barber, Montreal, March 12.

Marie Turcotte vs. Narcisse Grenier, farmer St. Grégoire le Grand, May 14.