

The Legal News.

VOL. XII. JUNE 29, 1889. No. 26.

In *Leduc v. Graham*, the Court of Appeal (Montreal, June 26, 1889), formally decided, 3 to 2, that in an action of libel the truth of the alleged libel may be pleaded by the defendant, in justification; or, at least, in mitigation of damages. The Chief Justice who, with Mr. Justice Bossé, dissented, announced this to be the decision of the majority of the Court, by which His Honor will consider himself bound in the future. Such a plea therefore, will be unassailable by demurrer. Mr. Justice Cross, in delivering the opinion of the majority, referred to the law of Scotland which is similar, and intimated that in his opinion such a course was fairer to the plaintiff himself, as it gave him notice of what would be advanced by the defence, and opportunity to disprove it, if untrue.

Two recent cases arising from accidents by elevators are reported. In *Tousey v. Roberts*, N. Y. Court of Appeals, May 3, 1889, the defendant owned a house, one apartment of which, on an upper floor, was leased to plaintiff's husband. An elevator was operated by defendant for the convenience of the occupants, the shaft of which extended below the ground floor. Plaintiff went to the door, intending to go up, when it was opened from the outside by a boy, the brother of the man in charge, and ignorant that the elevator was already above, she stepped through the door, fell and was injured. She and others testified that the boy had managed the elevator many times before, of which the manager was aware, while others stated that he had never done so. There was no artificial light at the time, and the proof as to its necessity was conflicting. The Court held (1) that the evidence as to whether defendant was negligent, was sufficient to require the submission of the question to the jury, it being his duty to exercise due care for the safety of his tenants. (2) The evidence warranted the finding that plaintiff had the right to suppose the door was opened by one in charge of the

elevator, and that it was safe to go through it. (3) It cannot be said as a matter of law that plaintiff was guilty of contributory negligence, by passing through the door without looking or listening. (4) An instruction, that although the boy was not a servant of defendant, it was for the jury to determine whether the latter should not have exercised such supervision over the building as to make it impossible for the boy to do acts from which the tenants might infer that he was such servant, is correct. (5) A general exception to the refusal of the Court to give each and every instruction asked, when the record does not show which instructions were refused, is too indefinite to be availing.

In *Oberfelder v. Doran*, Nebraska Supreme Court, March 27, 1889, it was held that the lessee of a building was responsible to his servant for an injury by the fall of an unsafe elevator, caused by dry-rot of its beams, where by the terms of the lease the tenant was to keep the elevator in repair. The Court said: "Freight and passenger elevators, and like mechanical contrivances for merchandise, factories and hotels are of modern use. Probably less than thirty years ago they were nearly unknown in this country. This is the first instance, under my observation, in which the question of the liability of the occupant or tenants of buildings employing an elevator to any class of persons suffering injury by the use of it has been mooted. The lives and safety of guests at hotels, or the customers and employees of a mercantile store or factory where an elevator is now in common use, must in the very nature of things, constantly depend for safety upon the strength of the machinery, its fastenings and support, and the proper condition in which all parts are preserved, as well as upon the skill and fidelity of those intrusted with their management. A great degree of responsibility thus necessarily rests upon the builders and owners of houses, in constructing and leasing them with this improvement, but more especially is the responsibility upon tenants to whose business operations it is made an important accessory. Many of the cases cited by counsel for plaintiffs in error seem to have been brought forward to estab-

lish the liability for injuries similar to that at bar upon the landlord and owner of the premises, and not upon the tenant, lessee and occupant. These cases—especially those of *Swords v. Edgar*, 59 N. Y. 35; *House v. Metcalf*, 27 Conn. 631; *Nugent v. Corporation*, 12 Atl. Rep. 797—are cases where actions were sustained against persons standing in the relation of landlord, and not of tenant or occupant. But I do not think that the premises and the logic of any one of these cases is such as to relieve the tenant or occupant from responsibility, or to establish the proposition that had the action been brought against him instead of his landlord, it could not have been maintained. While it will be admitted that the same legal principles will govern a case brought for an injury caused by negligence in failing to keep in repair an elevator operated in an hotel or store that would apply to an action for injury for failing to keep in repair an engine or other machinery of railway transportation, or by failing to keep in repair the platform, guards, timbers and supports of a public wharf, yet in so far as there may be a difference necessarily growing out of the nature and use of the several kinds of improvements respectively, I think that the greater burden is thrown upon those responsible for the safe construction, good repair and careful operating of a passenger elevator. The kind of domestic use to which these improvements are applied, the apparently slight risk which presents itself to those who often risk their lives upon the sufficiency of an elevator, and the care with which it is operated in ascending and descending from one floor to another, are calculated to lull into a sense of security, without apprehension, and prevent inquiry and examination of the guest or customer into the construction, the condition or the material of such machinery. Indeed it may be said that all persons at hotels, stores or buildings using elevators, if they do not "take their lives in their hands," constantly intrust them to the fidelity and skill of the constructor and attendant of such machinery; and it may be answered that a like risk is involved in regard to our use of all the complex conveniences of life. That such is true to a considerable extent is granted, but I know of no

important experiment to save bodily labor and fatigue upon which the daily safety of individual life depends, and is so much endangered, as that of the passenger elevator. And it will be readily admitted that a rule of law would be objectionable which fails to designate the person or persons in every case, whose duty it shall be to exercise proper care and bear the responsibility for the construction, preservation and management of all passenger elevators to the use of which the public are invited. While I would not say that where a man erects a building with an elevator, and negligently allows it to be unsafely constructed, and afterward lets it to a tenant, and while the same is so occupied, a servant, customer or guest, or one of the general public, who has been expressly or impliedly invited to its use, is injured, without contributory negligence on his part, by reason of the unskilful construction or improper material of such elevator, an action for damages for such injury would not lie against the constructor or landlord, I do hold that in many, if not in most cases, it would amount to a denial of justice to establish a principle or rule of law that would confine and limit the remedy to an action against the builder or landlord. And I think that in the very nature of things such injured person has a cause of action against the person who controls the premises, and profits by the business of which the elevator is a component part and accessory. In the case at bar the plaintiff introduced in evidence the contract lease of the premises from George Warren Smith, the owner, to the defendants, by which it appears that the defendants were by the terms of the lease to keep the premises, and especially the hydraulic elevator and all its connections, machinery and pipes, in good order and state of repair, and free from all obstruction. This evidence obviates the necessity of the discussion of the question of the direct primary liability of defendants, in case there be liability upon any one for an injury sustained by reason of the defective state of repair of the elevator in question. And it appears that the authority of the cases cited by the defendant in error in the brief, and especially that of *Burdick v. Chandle*, 26 Ohio St. 395, establishes such liability of the

defendants for damages sustained by reason of the faulty and imperfect original construction of the machinery."

COUR DE MAGISTRAT.

MONTREAL, 17 avril 1889.

Coram CHAMPAGNE, J.

REID v. TREMBLAY.

Ouvrier — Patron — Réclamation — Terme non terminé — Salaire.

JUGÉ :— *Qu'un ouvrier, travaillant à l'heure, qui quitte, sans raison suffisante, le service de son patron, n'a pas droit de réclamer le paiement de ce qui lui est dû, immédiatement en partant, mais qu'il doit attendre le jour ordinaire de la paie.*

PER CURIAM.—Les demandeurs au nombre de quatre ont pris chacun une action contre le défendeur pour la somme de 75 centins chacun, prix d'une demie journée de travail. Les demandeurs travaillaient à l'heure chez le défendeur depuis plusieurs mois, et ils étaient payés tous les quinze jours. Le samedi, le 23 février, ils ont été payés comme d'habitude, et le lundi matin, 25 février, ils ont repris l'ouvrage et ont travaillé jusque vers midi, époque où ils ont abandonné le service du défendeur, sans sa permission, et hors de sa connaissance, essayant d'entraîner avec eux les autres employés du défendeur, et ce parce qu'ils n'étaient pas satisfaits de la conduite du défendeur. Le jour même, le défendeur les a remplacés par d'autres employés. Le lendemain, vers 10 heures de l'avant-midi, les demandeurs s'étaient présentés à la boutique pour parler au défendeur, ce dernier les a éconduits en leur disant : "Vous êtes des grévistes, je ne veux pas vous reprendre." Les demandeurs demandèrent alors le paiement de ce qu'il leur était dû, et le défendeur répondit : "Vous viendrez le jour de la paie et je vous paierai." La Cour est d'opinion que les demandeurs n'étaient pas justifiables d'avoir ainsi quitté le service du défendeur, et que ce dernier n'était pas tenu de laisser son ouvrage pour se rendre à son bureau et les payer de suite.

Action déboutée.

Bergevin & Leclair, avocats des demandeurs.

A. Desjardins, avocat du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTREAL, 9 mai 1889.

Coram CHAMPAGNE, J.

DELLE McPHERSON v. STEVENS.

Domestique—Salaire—Maître—Avis.

JUGÉ :— *Dans une action par un domestique pour son salaire :*

10. *Qu'un domestique payé au mois ou à la semaine qui laisse le service de son maître sans lui donner l'avis voulu par la loi, et sans raison suffisante perd ses gages dus au moment de son départ.*
20. *Que si, d'un autre côté, il ne quitte son service que du consentement de son maître, ce dernier doit lui payer ce qui est dû et échu*

Autorités : *Hastie v. Morland*, 2 L.C.J. 277 ; *Bernier v. Roy*, 1 Q. L. R. p. 380.

A. Mathieu, avocat de la demanderesse.

Dunlop, Lyman & Macpherson, avocats du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTREAL, 29 mars 1889.

Coram CHAMPAGNE, J.

STUART v. JANE BARRÉ et vir.

Femme séparée de biens—Choses nécessaires à la vie—Responsabilité—Insolvabilité du mari.

JUGÉ :— *Que pour qu'une femme séparée de biens soit tenue responsable des choses nécessaires à la vie employées ou consommées par sa famille, il faut que le mari soit insolvable et que le crédit lui ait été donné à elle-même.*

Cette cause présente de nouveau la question de la responsabilité de la femme séparée de biens pour les choses nécessaires à la vie consommées ou employées par elle et sa famille. La femme a plaidé que son mari était tenu des charges du ménage, et qu'elle n'avait jamais assumé aucune responsabilité. Il a été prouvé que la femme aurait promis payer la somme réclamée, mais la Cour a considéré qu'elle n'avait pas le droit de s'engager à payer une dette de son mari, si d'ailleurs elle n'était personnellement tenue de la payer.

Autorités : *Larose v. Michault*, 21 L. C. J. p. 167; *Hudon & Marceau*, 23 L. C. J. p. 45; *Paquette v. Guertin*, 2 Leg. News, p. 211; *Bachlaw v. Cooper*, 3 Leg. News, p. 128; *Bruneau v. Barnes*, 3 Leg. News, p. 301; *Gaudreau v. Arres*, 3 Leg. News, p. 349; *Brown v. Guy*, 5 Leg. News, p. 111; *Lefavre v. Guy*, *Dec. de la C. d'Appel*, Vol. 3, p. 255.

Action renvoyée quant à la défenderesse, avec dépens.

Geo. U. Moffat, avocat du demandeur.

P. B. Lavolette, avocat de la défenderesse.
(J. J. B.)

COUR DE MAGISTRAT.

MONTREAL, 14 mars 1889.

Coram CHAMPAGNE, J.

MARTINEAU V. BRAULT.

Signification à un prisonnier—Loyer—Demande de paiement.

Jugé:—1o. *Que la signification faite au défendeur en prison n'est pas valable, si l'huisier remet les pièces au géolier;*

2o. *Que cette signification doit être faite personnellement entre les guichets;*

3o. *Que le loyer est quérable et que cette saisie ayant été prise sans que demande de paiement eut été faite, est prématurée.*

Lebeuf & Dorval, avocats du demandeur.

J. S. Leroux, avocat du défendeur.

(J. J. B.)

SUPERIOR COURT—MONTREAL.*

Sale of real estate—Action by purchaser to enforce—Putting vendor in default.

The plaintiff agreed, in writing, to purchase a certain property for \$11,000, of which \$3,000 was an existing mortgage which he assumed; and of the balance, \$8,000 to be paid on passing the deed, *which was to be done in ten days' time*, and \$2,000 within two months from the date of the writing. This was accepted and ratified by the vendor, but the deed was not executed. The plaintiff, nearly five months afterwards, made a notarial tender of the \$8,000, and also of the \$2,000, less interest accrued on the mortgage, and called upon the vendor to execute a deed in accordance

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

with the writing; and he afterwards brought an action to compel the vendor to execute a deed, but without making any deposit with the prothonotary.

Held:—That, in order to put the vendor legally in default, the plaintiff should have tendered the \$8,000 within ten days from the date of the writing, and that the tender subsequently was too late. Further, that the plaintiff should have renewed the tender by his action, and brought the money into court.—*Foster v. Fraser*, Tait, J., Nov. 30, 1888.

Gardien d'office—Taxe—Rémunération.

Jugé:—Que le gardien d'office a seul droit à rémunération et salaire, ainsi qu'à la taxe mentionnée en l'article 600 du Code de Procédure.—*Longpré v. Cardinal, & Benn*, Tachereau, J., 13 mars 1888.

Cession de biens—Procédures faites après la cession—Frais—Ordre du tribunal.

Jugé:—Que la disposition de la loi sur la cession de biens qui déclare toutes les procédures suspendues et que les frais faits par un créancier, après qu'il a eu connaissance de telle cession, ne peuvent être colloqués sur les biens du débiteur, ne prononce pas la nullité absolue de ces procédures, et n'empêche pas les tribunaux, suivant les circonstances, de permettre la continuation des procédés commencés.—*Thompson et al. v. Kennedy*, Mathieu, J., 21 nov. 1888.

Exécuteur testamentaire—Saisie—Immeuble—Curateur à substitution—Hypothèque—Autorisation judiciaire—Substitution.

Jugé:—1o. Que l'exécuteur testamentaire n'a pas la saisine ni l'administration des immeubles et ne peut en qualité contracter des dettes à leur égard;

2o. Que ni l'exécuteur testamentaire, ni le curateur à la substitution n'ont en loi aucun pouvoir d'hypothéquer les immeubles d'une substitution, et que ni la Cour, ni le juge, ni le protonotaire, même sur l'avis du conseil de famille, ne peuvent les y autoriser; le grevé seul a le droit de les hypothéquer sujet aux droits des appelés.—*Arbec v. Lamarre*, Tachereau, J., 17 oct. 1888.

Reconnaissance faite après action intentée — Effet rétroactif — Preuve.

Jugé :—Qu'un écrit signé par le défendeur, après l'institution de l'action, dans lequel il reconnaît être endetté envers le demandeur et promet lui payer le montant mentionné dans l'action, n'a pas d'effet rétroactif, et ne peut être une preuve suffisante pour obtenir un jugement dans l'action intentée avant la date de l'écrit, lorsque ce dernier ne reconnaît pas le droit du demandeur au temps de l'institution de l'action.—*Baxter v. Grau*, Gill, J., 30 oct. 1888.

Jurisdiction—Bref de prohibition.

Jugé :—Qu'il y a ouverture à l'émanation d'un bref de prohibition, aussitôt après la signification de l'action, et avant de plaider, lorsqu'à la face même des procédures, il y a défaut absolu de juridiction, quoique en général, le principe soit que le bref de prohibition ne peut être pris sans avoir au préalable opposé devant la Cour à laquelle on objecte, son défaut de juridiction.—*Gaumond v. Cour de Magistrat*, Gill, J., 20 déc. 1888.

Exécuteur testamentaire — Destitution — Inventaire — Etat sous seing privé — Acquiescement.

Jugé :—Que les héritiers ou légataires ne peuvent pas, après plusieurs années, se plaindre du fait que l'exécuteur testamentaire n'a pas fait un inventaire suivant la loi, mais s'est contenté d'un état des biens sous seing privé, fait par le testateur lui-même quelque temps avant sa mort, et que ce fait n'est pas une raison pour demander la destitution de l'exécuteur.—*Howard v. Yule*, Rainville, J., 31 mars 1881.

Substitution avant 1855—Insinuation—Lecture et publication—Enregistrement—Droits réels.

Jugé :—1o. Que d'après l'ancien droit tout acte comportant une substitution devait être insinué, lu et publié devant les tribunaux civils, cour tenante; l'insinuation seule n'était pas suffisante.

2o. Que l'enregistrement d'acte comportant une substitution avant le statut de 1855, 18

Vict., ch. 109, n'a pas l'effet de remplacer l'insinuation, la lecture et la publication exigées par la loi.

3o. Que les droits des appelés avant l'ouverture d'une substitution sont des droits réels compris dans les articles 2172 et 2173 du Code Civil, et dont le renouvellement d'enregistrement est exigé après les deux ans de la mise en force d'un nouveau cadastre.—*Despins v. Daneau*, Ouimet, J., 30 oct. 1888.

Donation—Clause d'insaisissabilité—Aliment—Inaliénabilité.

Jugé :—Que dans une donation une clause d'insaisissabilité est distincte de celle d'aliénabilité, et qu'une pension alimentaire insaisissable est cessible.—*Persillier dit Lachapelle v. Brunet*, Tellier, J., 20 nov. 1888.

Femme séparée de biens—Responsabilité—Choses nécessaires à la vie—Insolvabilité du mari.

Jugé :—1o. Qu'à défaut de convention, la femme, même séparée de biens, qui achète pour les besoins de sa famille et de la maison commune est censée le faire pour et au nom du mari;

2o. Que le marchand, outre le crédit donné à la femme dans ses livres, doit établir, au moins par une preuve de circonstances, que la femme s'est rendue responsable personnellement, lorsqu'elle n'a pas achetée en son propre nom;

3o. Qu'en poursuivant une femme pour les choses nécessaires à la vie, le demandeur doit alléguer et prouver que le mari est incapable de satisfaire à ces réclamations.—*Ligget v. Bachand*, Tellier, J., 30 nov. 1888.

Quittance partielle—Hypothèque—Mise en demeure—Notification en cour.

Jugé :—1o. Qu'un débiteur hypothécaire qui paye une partie de son obligation, a droit d'obtenir de son créancier une quittance et décharge d'hypothèque partielle;

2o. Qu'une mise en demeure et un protêt peut être valablement fait, par un notaire, dans la salle de la Cour de Police, pendant une séance de la Cour, lorsque le défendeur était introuvable ailleurs les jours précédents.—*Christin dit St-Amour v. Morin*, Gill, J., 17 oct. 1888.

Timbres judiciaires—Nullité absolue—Intervention—Moyens.

Jugé :—10. Qu'un document judiciaire non revêtu des timbres judiciaires requis par la loi est frappé d'une nullité radicale et absolue; et que cette nullité ne peut être couverte par l'apposition des timbres après le jugement rendu;

20. Que les parties intéressées ne peuvent être tenues de contester une intervention aussi longtemps que les moyens d'intervention n'ont pas été produits; même lorsque l'intervention contient les moyens, il faut que l'intervenant en produise d'autres dans le délai ou déclare qu'il n'en a pas d'autres à produire.—*Lusignan v. Rielle*, en révision, Johnson, Jetté, Taschereau, J.J., 9 juin 1888.

Procédure abandonnée, annulée ou renvoyée sans recours—Paiement préalable des frais.

Jugé :—Qu'il faut assimiler une procédure renvoyée ou annulée, sauf recours, à une procédure abandonnée, et que dans ces cas, suivant la disposition de l'article 453 du C. P. C., la partie qui recommence doit préalablement payer les frais des premières procédures.—*Lusignan v. Rielle*, Gill, J., 30 nov. 1888.

Judicatum solvi—Délai—Avis de motion.

Jugé :—Qu'un avis de motion pour cautionnement *judicatum solvi* donné d'une manière irrégulière et nulle, mais dans le délai voulu par la loi, et renouvelé par ordre de la Cour à un jour ultérieur en dehors du dit délai, est suffisant.—*Morrison v. Miller*, Mathieu, J., 18 sept. 1888.

Action hypothécaire—Frais sur action personnelle antérieure—Enregistrement.

Jugé :—Que le créancier d'une obligation hypothécaire qui poursuit son débiteur personnellement, ne peut subséquemment, dans une action en déclaration d'hypothèque contre un tiers-débiteur, réclamer les frais qu'il a faits dans l'action personnelle, si ces frais n'ont pas été enregistrés contre l'immeuble portant l'hypothèque.—*Sancer v. Thibeau*, Loranger, J., 19 oct. 1888.

Jugement étranger—Plaidoyer—Réponse en droit.

Jugé :—Que quoique la section 4 du cha-

pitre 14 du statut de Québec, 40 Vict., décrète que dans toute poursuite intentée sur un jugement rendu dans une autre province du Canada, toute défense qui aurait pu être faite à la poursuite originaire peut être plaidée, si le défendeur n'a pas été originairement assigné personnellement, ou en l'absence d'assignation personnelle si le défendeur n'a pas comparu, néanmoins, les dispositions de ce statut ne peuvent être opposées à un plaidoyer par une réponse en droit, mais la défense faite devra être jugée au mérite, surtout lorsque le demandeur n'a pas allégué dans sa déclaration les causes de la première action.—*Green v. Brooks*, Mathieu, J., 23 mai 1888.

Inscription pour enquête—Consentement des parties—C. P. C., arts. 283 et 284.

Jugé :—Qu'une inscription pour enquête doit s'entendre de l'enquête au long, et que cette inscription ne peut se faire du consentement des parties; qu'une autre inscription pour enquête et mérite produite par l'autre partie doit prévaloir.—*Green v. Brooks*, Loranger, J., 19 oct. 1888.

Action en dommage—Tuteur ad hoc—Mineur—Acte de tutelle—Enregistrement—Preuve.

Jugé :—10. Qu'une action en dommage pour un mineur peut être intentée par un tuteur *ad hoc* dûment autorisé;

20. Que dans une action par un tuteur, il n'est pas nécessaire d'alléguer spécialement que l'acte de tutelle a été enregistré avant l'institution de l'action, et que sur l'allégation que le demandeur a été dûment nommé tuteur *ad hoc*, l'on peut prouver l'enregistrement de l'acte de tutelle.—*Adam v. La Cie. de C. F. Urbain de Montréal*, Mathieu, J., 23 sept. 1888.

THE FEDERAL LICENSE ACT.

The text of the report of the Privy Council upon the constitutionality of the Liquor License Act, 1883, referred to in 8 Leg. News, p. 409, does not appear to have been included in the ordinary reports. The report of the Supreme Court of Canada upon the same matter will be found in 8 Leg. News, 26; and the argument before the Judicial Committee in 8 Leg. News, 379. As the text of the report of the Privy Council is useful for reference,

we extract it from *Sessional Papers of Quebec*, 1886, Vol. III, No. 50. The text of the case submitted to the Judicial Committee is not given, but it was probably similar in substance to that submitted to the Supreme Court of Canada, which was as follows:—

CASE.

The following questions are referred by his Excellency the Governor-General-in-Council to the Supreme Court of Canada for hearing and determination, in pursuance of the provisions of the 26th section of 47 Vict. ch. 32, intituled, "An Act to amend the Liquor License Act, 1883:—"

1st Question:—Are the following Acts, in whole or in part, within the legislative authority of the Parliament of Canada, viz. : (1) The Liquor License Act, 1883; (2) An Act to amend "The Liquor License Act, 1883."

2nd Question:—If the Court is of opinion that a part or parts only of the said Acts are within the legislative authority of the Parliament of Canada, what part or parts of said Acts are so within such legislative authority?

AT THE COURT AT WINDSOR CASTLE.

December 12, 1885.

PRESENT:—THE QUEEN'S MOST EXCELLENT MAJESTY; LORD PRESIDENT; LORD GEORGE HAMILTON; MR. PLUNKET.

Whereas, there was this day read at the Board a Report from the Judicial Committee of the Privy Council, dated Nov. 21 last past, in the words following, viz. :—

"Your Majesty having been pleased, by your Order-in-Council of the 19th May last past, to refer unto this Committee the humble petition of the most honorable Henry Keith Petty Fitzmaurice, Marquis of Lansdowne, Governor-General of the Dominion of Canada, humbly praying that a Special Case and the decision of the Supreme Court of Canada upon the same, with reference to the competence of the Canadian Parliament to pass the Acts 46 Vict. c. 30, and 47 Vict. c. 32, in whole or in part, may be referred by your Majesty to this Committee to report thereon; The Lords of the Committee, in obedience to your Majesty's special order of reference, have taken the said humble petition into consideration, and having heard counsel thereupon for the

Dominion of Canada, and likewise for the Lieutenant-Governors of the respective provinces of Ontario, Quebec, Nova Scotia and New Brunswick, and having been attended by the agents for British Columbia, their Lordships do this day agree humbly to report to your Majesty, as their opinion in reply to the two questions which have been referred to them by your Majesty, that the Liquor License Act, 1883, and the Act of 1884 amending the same, are not within the legislative authority of the Parliament of Canada.

"The provisions relating to adulteration, if separated in their operation from the rest of the Acts, would be within the authority of the Parliament; but as, in their lordships' opinion, they cannot be so separated, their lordships are not prepared to report to your Majesty that any part of these Acts, is within such authority."

Her Majesty having taken the said report into consideration was pleased, by and with the advice of Her Privy Council, to approve thereof and to order accordingly. Whereof the Governor-General of the Dominion of Canada, the Commander-in-Chief, and the Lieutenant-Governors of the respective provinces of the Dominion for the time being, and all other persons whom it may concern, are to take notice and govern themselves accordingly. (Signed)

C. L. PEEL.

APPEAL REGISTER—MONTREAL.

Wednesday, June 26, 1889.

Leduc & Graham.—Petition for leave to appeal rejected; Dorion, C. J., and Bossé, J., diss.

Sigouin & Religieuses de l'Hôtel Dieu.—Petition for leave to appeal granted.

Edison Electric Light Co. & Royal Electric Co.—Judgment confirmed, Bossé, J., diss.

Pigeon & Cour du Recorder.—Judgment confirmed.

Evans & Lamb—Judgment confirmed as to the encroachment, and reversed as to costs of survey. Costs in Court below to respondents; costs in appeal in favor of appellant.

La Mission de la Grande Ligne & Morrissette.—Appeal dismissed with costs.

Nordheimer & Alexander.—Judgment confirmed.

Dorion & Dorion & Cie. de Prêt.—Judgment reversed, Tessier, J., diss.

Roberge & Cie. Chemin de Fer du Nord. Nos. 20 and 141.—Appeals dismissed.

The following cases heard at Quebec, were also judged :—

Lecours & Jobidon.—Judgment reversed with costs.

Roy & Rodrigue.—Judgment reversed, Tessier, J., diss.

Roy & Martineau.—Judgment confirmed.

The Court adjourned to September 16.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 28.

Judicial Abandonments.

Hélaric Bachand, parish of St. Césaire, June 26.

Henri Avils Belisle, trader, parish of Ste. Agathe des Monts, June 24.

T. James Claxton & Co., merchants, Montreal, June 22.

Dame Edith Matthews, *marchande publique*, wife of H. W. Jewitt, Montreal, June 22.

Amédée Hardy, doing business under name of "A. Hardy & Cie.," Montreal, June 24.

Wm. Peatman, merchant, St. Hyacinthe, June 21.

Peter John Souilly, watchmaker and jeweller, Montreal, June 26.

Curators appointed.

Re P. J. Boivin.—N. Matte, Quebec, curator, June 26.

Re Eugène Dallaire, St. Germain du Lac Etchemin.—T. Lessard, N.P., curator, June 18.

Re John F. Hauver, Montreal.—J. McD. Hains, Montreal, curator, June 21.

Re Thomas McRae & Co., Cookshire.—J. McD. Hains, Montreal, curator, June 24.

Re William McCrudden, jun., boot and shoe dealer.—A. W. Stevenson, Montreal, curator, June 24.

Re S. J. McDonald.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, June 24.

Re P. A. Morin, Quebec.—Kent & Turcotte, Montreal, joint curator, June 19.

Re H. Samson, Quebec.—D. Arcand, Quebec, curator, June 26.

Dividends.

Re Wm. Dieterle.—First and final dividend, S. C. Fatt, Montreal, curator.

Re R. Duckett & Co.—First dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re R. S. Jacques.—First and final dividend, payable July 15, J. O. Dion, St. Hyacinthe, curator.

Re Timothy Kenna.—Dividend, payable July 16, A. B. Stewart, Montreal, curator.

Re Kerr Piano Co., Montreal.—First and final divi-

dend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re Julien Martineau.—First and final dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re F. A. Mathieu, Montreal.—First and final dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re J. A. Tranquille, St. Louis de Gonzague.—Dividend, payable July 15, Kent & Turcotte, Montreal, joint curator.

Re Georges Warren.—First and final dividend, payable July 12, E. Angers, Malbaie, curator.

Separation as to property.

Onésime Boivin vs. Magloire Fournier, trader, parish of St. Alexandre, June 25.

Lucy Maria Cuttill vs. Charles William Koppel, engraver, Montreal, June 19.

Aimée Prince vs. Calixte Hébert, butcher, Larochele, June 24.

GENERAL NOTES.

THE LATE MR. GENDRON.—Mr. P. S. Gendron, formerly prothonotary of Montreal, died at his residence at St. Hyacinthe, June 11, at the age of 60. For many years Mr. Gendron represented the County of Bagot in the Commons. In 1874 he was appointed prothonotary jointly with Messrs. Hubert & Honey. He retired a few years ago.

PERSEVERANCE.—A Toronto correspondent writes:—A young gentleman named Stewart, who was stricken with small-pox during the Montreal epidemic and rendered wholly blind, was to-day admitted to the Bar, having passed his examination with the highest honors. He had to be taught entirely by ear, and the questions were read to him by a child and answered by him on a type-writer.

A CASE TO BE REFERRED.—An English judge had a well known disinclination to try any case involving a question of account. On one occasion the counsel for the plaintiff in a suit brought before his lordship stated in his opening that his client's husband had gone to "his long account." "What is that?" asked the learned judge, pricking up his ears. "A long account? I'm not going to try a question of account. I shall refer this case."

LAW FROM GHENT.—A Belgian subject found himself in New York anxious to return home, but without the means to pay his passage. It occurred to him to surrender himself to the police as a criminal guilty of a very serious charge. The magistrate heard the case, and ordered him to be returned for trial to his own country. On his arrival at Ghent it was shown that no such crime had been committed, and the prisoner was put upon his trial for obtaining by fraud £120, the cost of his journey home. The Ghent tribunal held that, as it could not be proved that the prisoner had not committed the crime, he could not be found guilty of fraudulently representing that he had. He was acquitted, but subsequently convicted of being a vagabond in the streets without the means of subsistence, and sentenced to six months' imprisonment.—*Id.*