The Legal News.

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RUSSELL & LEFRANÇOIS.

In the case of *Russell & Lefrancois*, (5 L. N. 81), the judgment of the Court of Queen's Bench has been reversed by the Supreme Court, Chief Justice Ritchie and Mr. Justice Strong dissenting. The Respondent had the opinion of seven judges in his favor, including the Chief Justice of the Superior Court, the Chief Justice and Judge Strong of the Supreme Court, and yet was unsuccessful. The winning party had in her favor the four (or at least three) junior Judges of the Supreme Court and the Chief Justice of the Queen's Bench, making five, (if the six judges sat in the Supreme Court.) The case involved the validity of a will depending on the sanity of the testator.

A QUESTION UNDER THE ENGLISH LICENSE LAWS.

The Sheffield Justices are said to have been greatly perplexed by a case which lately came before them. A sharp-eyed policeman having seen a young woman leaving a public-house with a small jug of beer in her hand, some minutes after lawful hours, the publican was summoned for infringing the law. His counsel pleaded that the beer was not sold at all, but was a free gift, and in that case no offence had been committed. The young woman was employed all day at the public-house, and took her meals there, returning home late at night. On this occasion she preferred to save her supper beer to carry back with her, and this formed the contents of the jug discovered by the policeman. It was scarcely attempted to be denied that this representation squared with the facts. Then arose, however, another question—should not the supper beer be considered a portion of the girl's remuneration, and therefore bought with the labour of her hands? In that event there would have been a "sale" in a certain sense, and as the liquid was carried away after hours, the offence would have been committed. On the other hand, it was argued that, even admitting the jug of beer to be part payment for services rendered, the transaction was completed at supper time. Besides, has not a publican the right to pay his employees at any hour, day or night? The magistrates, it is said, were so puzzled by these conflicting considerations that they let the defendant off, but saved their dignity by giving him "a caution,"—the caution, we suppose, being equivalent to the legendary verdict: "Not guilty—but don t do it again!"

THE OATH OF WITNESSES.

An opinion was delivered, Dec. 30, by Judge Briggs, in the Court of Common Pleas, Philadelphia, in which he held that atheists and all others who do not believe in a divine Being and divine rewards and punishments are incompetent to take oath in a court of justice. The matter was brought up on a motion for a new trial in the suit of *Lucas* against *Piper*, the ground for the motion being that Judge Briggs had admitted the testimony of Robert Becker, who said that though he believed in the Creator of the universe and in a supreme power which would punish him here for false swearing, he did not believe in God as commonly understood by the people, nor in a personal God, nor God as an entity. There was no other evidence in support of the objection to the witness. "Something more is required to render one competent as a witness," said the judge, "than a belief in a supreme power simply as a power or principle, which may be the resistless natural laws as exhibited by the motion and operation of the elements, and to violate which will surely bring punishment here to the transgressor. The belief required by our laws is a belief in the existence of an omniscient being, who will impose divine punishment for perjury either in this world or in the next. If the belief be short of this it falls under the ban of legal condemnation." After citing several authorities to sustain his ruling, Judge Briggs continued: "It hence follows that the faith of a witness should be a religious belief of some kind in the existence of an omniscient being who will reward and punish either here or hereafter for good and evil doings—a belief in a power as exhibited by the force of nature and calling it supreme, and yet to ignore that that power is the handiwork of the omniscient and omnipotent God, is totally insufficient to meet the law's requirements. Nor

is any advance gained by asserting that he who violates the law of nature will be punished, for admittedly such punishment will follow with unerring certainty. While the witness Becker said he believed in a supreme power that would punish him here for false swearing, he would not say that he believed that power was divine, and he totally denied the personality of God as generally understood by the people. With such a belief how can he be said to be in fear of divine punishment for testifying falsely? His belief being defective in this respect, it falls short of one of the legal requirements, which is indispensable to entitle him to be examined as a witness in the courts of this State. It follows that I erred in receiving his testimony, and that a new trial should be ordered."

PRIVILEGED CAUSES.

The Court of Queen's Bench (Appeal Side) has made the following order:—

1st. No application to have a cause declared privileged shall be entertained unless the factum of both parties be produced ready to be distributed to the Judges.

2nd. Privileged causes shall be placed first on the day list (ordre du jour) for hearing, provided a full day shall have intervened between the production of the factums and the setting down of the cause for hearing.

RIGHTS OF UNPAID VENDORS.

A question of considerable importance arose lately as to the rights of unpaid vendors, in respect of certain seizures upon the Hope estate. The case was submitted by consent to a Court of Counsel, the gentlemen named being the Hon. Mr. Badgley, late Judge of Queen's Bench, Mr. W. H. Kerr, Q.C., Hon. A. Lacoste, Q.C., Mr. W.W. Robertson, *bâtonnier*, and Mr. Geoffrion.

Mr. L. N. Benjamin represented the unpaid vendors, and Mr. J. J. Maclaren the creditors and trustees opposing claims of unpaid vendors.

Mr. *Maclaren* submitted the following argument:

In re A. & C. J. HOPE & Co.

This firm suspended payment Oct. 16th, 1882, and offer a composition of 32½ or 40 cents on the dollar, dependent upon the decision of the arbitrators as to whether the claims of unpaid vendors to get back their goods or to obtain a preference on the proceeds are valid or invalid.

Ten unpaid vendors have seized. One of them, Ross, asks for a preference on the price; the others demand the resolution of the sale and also payment by preference if the goods are sold.

The goods claimed were sold during June, July, August and September last, the latest sale being September 9th. Delivery took place immediately after the sale in each case; in two instances, the goods were shipped from England in September, and arrived in Montreal on October 5th and 9th respectively. The first seizure was made on October 19th, the others on that and subsequent days.

The undersigned, on behalf of the ordinary creditors, submits that the unlimited right of dissolution and preference claimed by these unpaid vendors on all goods sold by them and in the possession of the insolvents at their suspension is unfounded; and that these privileges are lost by not having been claimed within 15 days of the sale.

First, as to preference on the proceeds. This is governed by Art. 1998, Civil Code, which says: "The unpaid vendor of a thing has two rights: 1. A right to revendicate it; 2. A right of preference upon its price. In the case of insolvent traders these rights must be exercised within fifteen days after the sale." Since the coming into force of our Code this has been part of our common law, independent of any Insolvent Act. Indeed, it is not taken from, and does not even agree with the Insolvent Act of 1864, which was in force when the Code was adopted. By sec. 12 of the Insolvent Act of 1864 the privileges of the unpaid vendor were restricted to 15 days from *delivery*; article 1998 is more strict, and limits them to 15 days from the sale.

"Insolvent traders" in Art. 1998 evidently means traders who stop payment and become insolvent independently of any Insolvent Act. The French version used the word "faillite," and s. s. 23 of Art. 17 says that when this word is used in the Code it means "l'état d'un commerçant qui a cessé ses paiements." This is the meaning of the word in the French Code de Commerce and that given in all legal dictionaries. In the English version of the Code the word "bankruptcy" is used in Art. 17, and "insolvent" in 1998, but the French version shows that they are synonymous. In the pre-

sent matter it is alleged in every suit that the firm are "traders," and that they are "insolvent;" so that the cases come literally under Art. 1998.

The equivalent under the French Code for the first part of our Art. 1998 is No. 2102, No. 4 of the Code Napoleon, and for the latter part, Art. 550 of the Code de Commerce. The former reads as follows: "2102. Les créances privilégiées sur certains meubles sont:..... 4o. Le prix d'effets mobiliers non payés, s'ils sont encore en la possession du débiteur, soit qu'il ait acheté à terme ou sans terme..... Si la vente a été faite sans terme le vendeur peut même revendiquer ses effets tant qu'ils sont en la possession de l'acheteur, et en empêcher la revente, pourvu que la revendication soit faite dans la huitaine de la livraison, et que les effets se trouvent dans le même état dans lequel cette livraison a été faite."

Art. 550, Code de Com.: "L'Art. 2102 du Code Civil est ainsi modifié à l'égard de la faillite..... Le privilége et le droit de revendication établis par le No. 4 de l'article 2102 du Code Civil au profit du vendeur d'effets mobiliers ne peuvent être exercés contre la faillite."

Bédarride, Achats et Ventes, discussing this question of privilege, and that of dissolution of sale as affected by Art. 550 above quoted and the supplementary article 576, says: "No. 330. Le bénéfice de l'Art. 576 du Code de Commerce est acquis aux ayants droits dès qu'il y a déconfiture et cessation de paiements. L'absence d'un jugement déclaratif de faillite ne créerait aucun obstacle au rejet de la demande en résiliation. On le sait en effet: ce qui constitue la faillite, c'est la cessation des paiements que ce jugement ne fait que constater. Aussi est-il admis en doctrine et en jurisprudence que l'absence du jugement déclaratif ne lie en aucune manière les tribunaux civils ou criminels; ils peuvent et doivent au contraire appliquer les règles spéciales de la faillite lorsqu'ils reconnaissent et constatent la cessation de paiements. No. 331.—Sa déconfiture judiciairement déclarée ou non, ne laisse au vendeur que l'action en paiement du prix, et le soumet quant à ce paiement, à la loi que subiront tous les autres créanciers. Ces derniers pour déterminer ce résultat, n'ont à établir que la cessation de paiements en fait."

Article 2000 C. C., relates to the vendor's privilege in ordinary cases, and does not affect the exceptional case of "insolvent traders" provided for by the last clause of 1998, and so cannot affect the present case.

Secondly. As to the right of dissolution of the sale. Under the old law this was co-extensive with and subject to the same conditions as the right of preference on the price. In ordinary cases the latter right was unlimited as to time except as affected by prescription; and the former likewise, so long as the property was in the hands of the purchaser.

Although our Code has no article corresponding to Art. 1654 of the Code Napoleon which in express terms provides for the dissolution of the sale in case of non payment, yet it is admitted to be part of our law by Art. 1543 C.C. which restricts its exercise to property in the possession of the purchaser, and it has been expressly sanctioned by our Court of Appeals in *Henderson & Tremblay*, 21 L. C. J., p. 24, since the Code.

It is to be observed that the question of insolvency did not come up in *Henderson & Tremblay*. It was not alleged nor proved, nor is there any allusion to insolvency in any way.

It is submitted that the restriction of the preference on the price in the case of "insolvent traders" to 15 days from the sale, operates as a limitation of the right of dissolution of the sale to the same period.

As will be seen from the above references the law of France on the subject under Art. 2102 C. N., No. 4, and Art. 550 Code de Commerce, differs from our law as established by C. C. 1998 only in this: that in France the preference on the price ceases with the *delivery* in the case of insolvent traders; here it ceases 15 *days after the sale*.

In France, be it remarked, there is nothing in either the Code Napoleon or the Code de Commerce, or elsewhere, expressly limiting the right of dissolution of the sale which is given by Art. 1654 without qualification to every unpaid vendor.

Yet it is conceded by every writer on the subject and by all the decisions of the Courts, that the taking away the right of revendication and of preference on the price accorded by Art. 2102, No. 4, after delivery in the case of insolvent traders, by Arts. 550 and 576 of the Code de Commerce has impliedly and necessarily had

the effect of restricting the right of dissolution of the sale within the same limits.

Laurent in Vol. 24, *Vente*, No. 336, after discussing whether dissolution of sale of moveables exists and stating that it is undoubtedly the law of France, says: "Le Code de Commerce déroge aux droits du vendeur lorsque l'acheteur tombe en faillite."

See 4 *Aubry & Rau*, page 399, sec. 356, and Note 29 to the same effect and for summary of authors and decisions.

Alauzet, Code de Commerce, in Vol. 8, p. 52, says: "En matière de meubles il est certain que la perte du privilége (de revendication) accordé au vendeur laisse intact entre ses mains l'action en résolution, autorisée d'une manière générale par l'article 1654 du C. C. Le Code de Commerce en prescrivant la revendication autorisée par l'article 2102, No. 4 Code Civil, a-t-il laissé subsister l'action en résolution qui en définitive amènerait au même résultat? La question a été décidée négativement." Note 2. "Paris, 24 août 1839 (§ 32-2-333), Limoges, 6 mai 1843 (§42-2-326), Paris, 8 août 1845 (§45-2-540), Rennes, 23 août 1847 (D. P. 49-2-111), Cannes, 3 Jan. 1849 (§49-2-640) et tous les auteurs."

3, *Massé, Droit Commercial*, No. 1830, p. 377, after saying that in case of insolvency the right of dissolution does not exist, states: "S'il pouvait y avoir quelques doutes sur ce point avant les modifications que la loi du 28 mai 1838, a apportées aux dispositions du Code de Commerce sur la faillite, ils disparaîtraient devant le nouvel article 550 de cette loi, aux termes duquel le privilége et le droit de revendication établis par l'article 2102, No. 4 du Code Civil au profit du vendeur d'objets mobiliers ne sont point admis en matière de faillite, et devant l'article 576 qui détermine d'une manière limitative les cas de révendication. Ces deux articles manquent sans doute de précision en ne parlant pas d'une manière expresse de l'action en résolution. Mais leur esprit, plus clair que leur texte, démontré d'ailleurs par la discussion qui en a précédé l'adoption, est manifestement de refuser au vendeur en cas de faillite de l'acheteur, toute autre action privative que l'action en revendication autorisée par l'art. 576, et conséquemment le droit d'obtenir par toute autre voie la restitution des objets mobiliers dont le prix ne lui a pas été payé."

In the case of *Thibault* vs. *Branson*, Paris, 24 août 1839 (Dalloz J. G., No. 1041, note 2, p. 326) where Thibault maintained that as art. 1654 was not mentioned in art. 550, Code de Commerce, the right of dissolution still existed, the following decision was rendered: "La Cour ..... considérant que l'art. 550, Code de Commerce, modifié par la loi du 28 mai 1838, prohibe en cas de faillite l'exercice du privilége et du droit de revendication établis par No. 4, de l'art. 2102 du Code Civil au profit des vendeurs d'objets mobiliers: Considérant que l'action résolutoire est implicitement comprise dans cette prohibition, qu'il est impossible de ne pas le reconnaître si l'on compare le résultat de cette action résolutoire au but que la législation a voulu atteindre," etc., etc.

A reference to the *Code Annoté* of Dalloz, Art. 550 Code de Commerce, and of Sirey on the same article, and subsequent decisions reported in addition to those above cited by *Alauzet* and *Aubry & Rau* will give the cases on the point.

It will be seen that the French authorities are unanimous in holding that the restricting of the privilege on the price, and of the right of revendication by Art. 550 Code de Com. had the effect of likewise restricting within the same limits the right of dissolution of the sale, although neither Art. 1654 nor the right of dissolution is mentioned or referred to.

They are also unanimous in holding that mere cessation of payment by a trader without any proceeding in insolvency operates this restriction.

This being admitted, our Art. 1998, which is quite as comprehensive as Art. 550 Code de Com. should have the same effect after the delay therein mentioned, viz., 15 days from the sale.

If it is admitted that this delay of 15 days terminates both the right of preference on the price and dissolution of the sale, another question arises as to whether it runs from the date of sale alone, or from the sale and delivery; and if from delivery, whether in case of goods shipped from England, and under the circumstances mentioned in the papers in this case, it would run from delivery in England or completed delivery here. It is submitted on behalf of the creditors opposing the claims of the unpaid vendors in this matter that it runs from

sale, at least if the sale has been followed by delivery and the vendor has not availed himself of the right of stoppage *in transitu*. In the case of Brown & Hawksworth, 14 L. C. J. p. 114, under the Insolvent Act, 1864, when the right only ceased 15 days after *delivery*, the Court of Appeals held by a majority that this delay ran from the delivery in England, although the purchaser here stored the goods in a public warehouse, and not with his other goods in order to protect the seller.

In the cases since the repeal of the Insolvent Act of 1875, in which sales have been dissolved by our Superior Court, I am not aware of a single case in which this has been done where it has been opposed by creditors. Of course the insolvent purchaser has no right or interest to urge the claims of his other creditors. Cases prior to 1864 have no bearing; as before that date there was nothing corresponding either to section 12 of the Insolvent Act restricting the rights of unpaid vendors to 15 days from delivery, or to Art. 1998, limiting them to 15 days from the sale.

It is to be remembered that the common law is that creditors shall share *pro rata* in case of insolvency. If a creditor claims a privilege his right must be clear before it can be conceded.

In case of doubt the ruinous result to trade should also be considered.

It is unjust that a trader should be clothed with the insignia of ownership of a large stock, get credit on the strength of it, and in case of insolvency perhaps the whole of his goods be taken by unpaid vendors while creditors who had lent him money or sold him more saleable goods which had found purchasers would get nothing; their money having perhaps gone to the very creditors who now sweep away his remaining stock.

As *Troplong* says in *Priviléges & Hypothèques*, No. 200:—"Lorsqu'un marchand vend à un autre des objets destinés à entrer dans son commerce il sait que ces objets seront mis en circulation, et il n'est pas possible qu'il vende avec espérance d'exercer un privilége, puisque le privilége ne peut avoir lieu qu'à la condition que la chose vendue est dans la possession de l'acheteur. Il sait aussi que le crédit faisant la base du commerce, les marchandises qui vont entrer dans les magasins de son acheteur appelleront la confiance; que le public y verra une garantie et apportera ses fonds dans la pensée qu'un actif suffisant reposant sur ces marchandises et sur tout ce qui garnit des magasins répondra des sommes prêtées.

La cause du vendeur est donc effacée ici par celle du public, et la vente de ces marchandises est par elle-même exclusive de l'idée de privilége."

These considerations are applicable to a case like the present, and if there were a doubt as to the correct interpretation of Art. 1998, effect should be given to the manifest intention of the Legislature, which was to restrict the privilege of the unpaid vendor to the 15 days, and after that time to compel him to rank concurrently with the other creditors.

The arbitrators have given the following decision in writing:

1. That no right exists on the part of an unpaid vendor to revendicate under articles 1998 or 1999 of the Civil Code of Lower Canada, the whole or any portion of goods sold on credit.

2. They decide unanimously that no right exists on the part of an unpaid vendor to claim a right of preference upon the price of goods sold when more than fifteen days have elapsed from the date of the sale to the vendee, when such vendee is at the time of such sale or afterwards becomes an insolvent trader.

The Hon. Judge Badgley, Hon. A. Lacoste and C. A. Geoffrion consider that the words "date of sale" mean the date of the sale.

Messrs. Kerr and Robertson are of opinion that the said words "date of the sale" mean the date of the delivery of the goods.

3. They decide by a majority, the Hon. W. Badgley, W. Robertson and C. A. Geoffrion being of opinion that the right to dissolve the sale is only co-existent with the right of privileges in the matter of insolvent traders, and cannot be exercised at a later date than fifteen days from the date of sale.

Messrs. Kerr and Lacoste are of opinion that the right to dissolve the sale is not limited to fifteen days after the sale or delivery, and continues so long as personal recourse against the vendee for the price can be exercised.

The mediators are unanimously of opinion that where the *action résolutoire* exists it may be exercised *quoad* any portion of the goods remaining in the possession of the vendee, and may be accompanied by a *saisie conservatoire*

to preserve those goods pending the action; that in the event of but a portion of the goods being recovered under the *action résolutoire*, the unpaid vendor can rank only as as ordinary creditor for the value of the goods which have not been restored to him, he re-paying to the estate the amount of freight and charges expended by the insolvent or the estate upon the goods so restored to the unpaid vendor.

W. BADGLEY,
WM. H. KERR,
W.W. ROBERTSON,
A. LACOSTE,
C. A. GEOFFRION.

Montreal, January 13th, 1883.

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, January 31, 1882.

Before JOHNSON, J.

EAST HAMPTON BELL CO. v. GROSE.

Procedure—Failure to put in security for costs.

An action will be dismissed for failure to comply with an order to give security for costs, notwithstanding that the case was only returned for the costs.

JOHNSON, J. On the 16th December, the plaintiff having returned this action into Court, was ordered to give security for costs within 30 days; and on the 19th of this month, the order not being complied with by the plaintiff, the defendant moved to have the case dismissed. It was answered by the plaintiff that the case was settled before return. Then why return it? For the costs I suppose. However that may be, returned it was, and a default entered against defendant who afterwards got leave to appear, and obtained this order for security.

I have nothing to do with what occurred before the 16th, the day of the judgment ordering security. That judgment has not been complied with, and the defendant is entitled to have his present motion granted.

Motion granted with costs against the plaintiff.

Macmaster, Hutchinson & Knapp, for plaintiff.
A. W. Grenier, for defendant.

SUPERIOR COURT.

MONTREAL, January 31, 1882.

Before JOHNSON, J.

LAUZON v. ROSS et vir.

DUFRESNE v. ROSS et vir.

Illegal Arrest—Probable cause.

Where workmen were employed by one of the proprietors to pull down a building, and a co-proprietor, knowing the authority under which they were acting, caused them to be arrested on a charge of damaging property;—held, that there was want of probable cause.

JOHNSON, J. These two cases are alike. Three workmen had been employed by a Dr. Thayer (who, in right of his wife, was co-proprietor along with the defendants in the two present cases—of some real estate in this city) to pull down a building. They were all three arrested at the instance of the defendants, and brought before a magistrate who discharged them, on a charge of unlawfully doing damage to property. And they then, each of them brought an action for damages laid at $210. The first case came before Mr. Justice Sicotte, and he gave judgment for the plaintiff with $25 damages, and costs as in the lowest class of action in this Court. In the two present cases which were heard before me, the Counsel for the defendant contended there was no evidence to show the workmen had authority from Thayer; but the fact is alleged by the defendant himself in his protest served upon these workmen, that Mrs. Thayer was causing a portion of the property to be pulled down—*i. e.* that the men were working there by order of one of the co-proprietors. The defendant knew what these men were doing there; and the charge he brought against them was without cause, and under a mere color of law. It was also contended that in the event of damages, the costs should be those of the Circuit Court, but that would be in effect to punish these men for the exercise of their right of action. I adhere to the judgment given in the other case; and in these two I give $25 damages and costs as in lowest class action in this Court.

Longpré & David, for plaintiff.
Kerr, Carter & McGibbon, for defendant.

SUPERIOR COURT.

MONTREAL, December 11, 1882.

Before DOHERTY, J.

OSHAWA CABINET CO. v. WASHBURNE et vir.

Married Woman séparée de biens—Contract unauthorized by husband.

PER CURIAM. This is an action brought by the plaintiff against a married woman, separate as to property, who purchased a quantity of furniture from the Company, plaintiff. She did not pay for the furniture, and an action is now brought for the price. She meets this action by saying that she was not authorized to contract, and that the action cannot be maintained against her.

A married woman has the administration of her property, but she cannot bind herself without authority. If she could be held on a contract like this, her property would be liable to be disposed of, as a legal consequence of the obligation entered into. The Court, therefore, with some regret, is compelled to dismiss the action.

Kerr, Carter & McGibbon for plaintiff.
Davidson & Cross for defendant.

SUPERIOR COURT.

MONTREAL, Dec. 11, 1882.

Before DOHERTY, J.

MARTIN v. THE CITY OF MONTREAL.

Damages against City Corporation— Removal of name from list of voters.

PER CURIAM. This is an action of damages against the city. The plaintiff complains that in the year 1880 or 1881, although he had paid his taxes, no credit was given to him in the books of the Corporation, and a bailiff came down to his place of business and annoyed him a good deal; and further that his name was stricken from the list of voters. He now brings an action for a large amount of damages. The Court cannot commend the practice of suing for large amounts of damages in cases where there is often great difficulty in determining whether there is any right to recover even a dollar; it increases the costs enormously. The plaintiff here has made out a right of action. He has proved no special damage; but for the deprivation of his right of citizenship and of his vote as such, he is entitled to recover something. Judgment for $30 damages, and ordering defendant to reinstate plaintiff in his right of citizenship; costs as of the lowest class in the Superior Court.

Judah & Branchaud, for plaintiff.
R. Roy, Q.C., for defendant.

RECENT DECISIONS, P.Q.

Interest—Registration.—A vendor of an immoveable cannot sue hypothecarily to recover arrears of interest (beyond five years), whereof a memorial has been duly registered under the provisions of Article 2125 of the Civil Code. (Court of Review, Montreal, 31st October, 1882, Mackay, Papineau and Jetté, JJ., confirming judgment of Mathieu, J., Mr. Justice Mackay dissenting). *MacDonald* vs. *Lériger dit Laplante*, 26 L.C. J. 303.

CIRCUIT COURT.

The annual report of the business of this Court, in the Montreal district, shows that the number of writs issued during the year was 8,756, as compared with 7,410 in 1881, an increase of 1,346. The total number of judgments rendered in 1882 was 4,750, as compared with 4,403 in 1881, showing an increase of 347. The following figures give details of the business of the Court during the year:—

Judgments rendered during the year in	cases contested....	1,565
" "	by default or *ex parte*	2,274
" "	by the Clerk of the Court out of term...	911
Total number of judgments....		4,750
Number of writs issued in the Circuit	Court.....	8,756
" "	Over $25.....	2,969
" "	Under $25.....	5,787
" "	returned into Court..	5,251
"	cases contested.....	1,426
"	Defaults, in which defendant did not appear.....	3,825
"	Saisie-revendications	67
"	Saisie-arrêts	160
"	Saisie-gageries	485

BAR EXAMINATIONS.

In the January examinations, out of the 21 candidates for admission to study, 10 were successful, and of the 39 candidates for admission to practice 27 were successful.

The following are the names of the successful candidates for admission to study :—Messrs. L. R. Fontaine, J. E. Taschereau, A. C. de Lery Macdonald, J. B. Laberge, W. H. Parent, L. N. S. Boisvert, Gustave Hamel, Charles E. D'Amour, R. J. Elliot and N. B. Archambault.

The following are the names of the successful candidates for admission to practice :—Messrs. R. Laurendeau, L. J. Papineau, M. J. E. Chagnon, Hon. H. Aylmer, R. St. Pierre, C. A. Chenevert, M. Goldstein, C. H. St. Louis, Delisle Danjou, A. Prieur, — Joly, Wm. J. White, — Lafortune, J. Crankshaw, — Holt, R. Dandurand, E. A. D. Morgan, T. Moreau, Joseph P. Roy, — Morency, — Baribeau, J. E. Héroux, Ald. Jeannotte, — Camyrand, — Desaulniers and — Lefebvre.

Mr. Laurence, of Sherbrooke, passed a very satisfactory examination, but the question as to the regularity of his clerkship has been reserved for the decision of the General Council.

The following questions were put to the candidates for admission to practise :—

1. What portions of English law have been successively introduced into this Province ; and when and in what manner ?

2. In what manner is property acquired ?

3. What was the mode of abintestate succession before the Code ? and what changes has the Code made ?

4. How many kinds of obligation are there, and how are obligations extinguished ?

5. When does matrimonial community of property begin, and when does it end ?

6. What does customary dower consist of, and in what manner is it preserved ?

7. How many kinds of partnership are there ? and define each of them.

8. To what extent is an agent entrusted with the possession of goods, or the document of title thereto, deemed to be the owner ?

9. In life insurance, what parties have an insurable interest ? and what is the consequence of a want of insurable interest ?

10. What are the privileged debts upon vessels, cargo and freight ?

11. Upon what can marine insurance be effected ? When and how can abandonment be made ? and what are the results of acceptance or non-acceptance of abandonment ?

12. What is the *Corpus Juris Civilis*, and what are its different parts, and who are the principal jurists whose writings are found in it ?

13. What are the principal kinds of Roman will ? and from which of these is the modern will derived ?

14. Who are the persons that the criminal law considers incapable of committing crime ?

15. What facts constitute the offence of obtaining goods under false pretences ?

16. In capital felonies, how many jurors may be challenged without cause ? How many in felonies not capital ? How many in misdemeanors ?

17. How many kinds of preliminary pleas are there, and where do they lie ?

18. When may trial by jury be had in civil cases, and how many kinds of challenge are there in such cases ?

19. How many kinds of opposition are there, and what is the object of each ?

The examiners announced that all those who obtained one-third of the total number of marks would be admitted to the oral examination.

GENERAL NOTES.

Mr. T. W. Taylor, Q.C., of Toronto, has been appointed a Puisné Judge of the Court of Queen's Bench, for the Province of Manitoba, in the place of Mr. Justice Miller, resigned.

The divorce statistics of Maine for the past five years give an unpleasant picture of home life in that State. There have been about twenty-four hundred divorces decreed during the period in question, and thus nearly five thousand persons have been released from the bonds which were assumed with at least nominal solemnity. The ratio is probably one divorce to ten marriages in Maine. The ratio in Massachusetts in 1879, was one to twenty-one.—*Chicago Legal News.*

The Toronto *Mail*, referring to the treatment of patients in the asylum for the insane in that city, says: "Over forty-two years have elapsed since the establishment of the asylum for the insane in this city, and during that time a complete change has come in the methods of treatment of the poor unfortunates confined within the walls of the institution. Then the straight-jacket was regularly employed for the restraint of the violent patient, whether really dangerous or not; now it is never used. A suicidal patient was then thrust into a padded room, now he is simply subject to a careful supervision, and all instruments by which self-injury could be inflicted are kept away from him. Instead of severe and painful restraint, strict watchfulness and unvarying kindness are employed, while concerts, dances, and dramatic entertainments are made the means of enlivening the long winter evenings, and croquet and cricket beguile the hours in summer. The present humane treatment has conduced to the recovery of large numbers of the unhappy people under charge."