The Legal News.

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MEDIÆVAL LAW SUITS.

The writer of an article entitled "Daily Life in a Mediæval Monastery," which appeared in *Nineteenth Century*, furnishes an interesting account of the occupations and amusements which filled up the daily round of monks in the olden time. Among these diversions litigation played an important part. We condense a portion of the article:

"In the natural course of events, as a monastery grew in wealth and importance, there was one element of interest which added great zest to the conventual life, in the *quarrels* that were sure to arise.

"First and foremost, the most desirable person to quarrel with was a bishop. In its original idea, a monastery was not necessarily an ecclesiastical institution. It was not necessary that an abbot should be an ecclesiastic, and not essentially necessary that any one of his monks should be in holy orders. Long before the thirteenth century, however, a monk was almost invariably ordained, and being an ordained person, and having his local habitation in a bishop's diocese, it was only natural that the bishop should claim jurisdiction over him and over the church in which he and the fraternity ministered; but to allow a power of visitation to any one outside the close corporation of the convent was fraught with infinite peril to the community. To have a querulous or inquisitive or even hostile bishop coming and intruding into their secrets, blurting them out to the world and actually pronouncing sentence upon them, seemed to the monks an absolutely intolerable condition of things. Hence it seemed supremely desirable to a convent to get for itself the exemption of their house from episcopal visitation or control. Such attempts were stoutly resisted by the bishops, and, of course, bishop and abbey went to law. Going to law in this case meant usually, first, a certain amount of preliminary litigation before the Archbishop of Canterbury; but sooner or later it was sure to end in an appeal to the Pope's court, or, as the phrase was, an appeal to Rome. * * *

"When there was no appeal case going on—and they were too expensive an amusement to be indulged in often—there was always a good deal of exciting litigation to keep up the interest of the convent, and to give them something to think about and gossip about nearer home. We have the best authority—the authority of the great Pope Innocent III.—for believing that Englishmen in the thirteenth century were extremely fond of beer; but there was something else that they were even fonder of, and that was law. Monastic history is almost made up of the stories of this everlasting litigation. Nothing was too trifling to be made into an occasion for a lawsuit. Some neighbouring landowner had committed a trespass or withheld a tithe pig. Some audacious townsman had claimed the right of catching eels in a pond. Some brawling knight pretended that he was in some sense *patron* of a cell, and demanded a trumpery allowance of bread and ale, or an equivalent. As we read about these things we exclaim, 'why in the world did they make such a fuss about a trifle.' Not so, thought the monks. They knew well enough what the thin end of the wedge meant; and, being in a far better position than we are to judge of the significance and importance of many a *casus belli* which now seems but trivial, they never dreamed of giving an inch for the other side to take an ell. So they went to law, and enjoyed it amazingly."

FIGURES FROM THE CENSUS.

The census statistics of Canada, which have just appeared, give the number of advocates in 1881 at 2,717, against 2,212 in 1871. It appears, therefore, that there is one advocate for every 1,584 of population. This proportion is not nearly so considerable as in the case of the other learned professions, the number of physicians being 3,507 in the year 1881 against 2,792 in 1871; while of clergymen there were 6,329 in 1881 against only 4,436 in 1871. This is exclusive of 491 Christian Brothers who have more than doubled in the decade, there

being only 205 in 1871. The "nuns" also exhibit a remarkable increase, the number being 5,139 in 1881 against 2,907 in 1871. While the increase in these sacred vocations has been, so to speak, by leaps and bounds, we nevertheless required 1,313 policemen in 1881 against 446 in 1871. The band of teachers exhibits a normal and satisfactory increase from 13,400 in 1871 to 19,232 in 1881. We are not concerned about other figures of the tome which, somewhat tardily, makes its appearance three years after date. We only note that the hackneyed jokes at the expense of the plumber, far from deterring the rising generation from turning their attention to that lucrative occupation, have almost trebled the numbers within its fold, there being 1,307 in 1881 against 526 in 1871.

McLAREN v. *CALDWELL.*

The cable despatches from England state that the judgment of the Supreme Court of Canada in this case, 5 Legal News, 393, has been reversed by the Judicial Committee of the Privy Council. The precise grounds of their Lordships' decision cannot yet be safely stated, but we propose to publish the text of the judgment as soon as a copy reaches this side.

NOTES OF CASES.

COUR DU BANC DE LA REINE.

MONTRÉAL, 22 mars 1884.

DORION, J.C., RAMSAY, TESSIER, CROSS, BABY, JJ.

NADEAU v. CHEVAL dit ST. JACQUES.

Jugement interlocutoire—Requête d'Appel.

JUGE: *Que ce ne sont pas les considérants ou motifs, mais le jugé ou dispositif, qui rendent un jugement interlocutoire sujet à appel.*

Le défendeur demandait à appeler d'un jugement interlocutoire, rendu par la Cour Supérieure de Richelieu, dans une action en bornage, ordonnant la confection d'un plan des lieux indiquant les prétentions respectives des parties, par un ou des arpenteurs à être nommés par les parties ou d'office par la cour, etc. Le requérant avait contesté la demande en plaidant qu'il avait déjà borné avec le demandeur, et en produisant un procès-verbal de bornage par un arpenteur, accepté et signé des deux parties. Il fondait sa requête d'appel sur le fait que le jugement interlocutoire, en affirmant dans les considérants ou motifs qu'il y a lieu *d'ordonner le bornage*, et que l'action du demandeur est bien fondée *pour compléter* le bornage déjà fait (chose non demandée par l'action), décidait virtuellement du litige entre les parties.

L'HON. JUGE-EN-CHEF, en prononçant le jugement de la cour, dit que cette raison n'était pas suffisante pour autoriser l'appel demandé; que la cour inférieure, en ordonnant la confection d'un plan des lieux par un arpenteur, n'a de fait rien décidé quant au mérite du litige, excepté par les motifs de son jugement; mais que les *motifs* ne sont pas le jugé; que le jugement n'est en réalité qu'un jugement *préparatoire*; que si la défense du requérant est bien fondée, ou les conclusions de l'action insuffisantes (questions sur lesquelles cette cour n'exprime cependant aucune opinion), la cour inférieure pourra encore en tenir compte et y remédier par son jugement final, en mettant les frais à la charge du demandeur; sous ces circonstances l'appel serait prématuré, et la requête est renvoyée.

J. B. Brousseau, proc. du requérant.

A. Germain, proc. de l'intimé.

(J. B. B.)

SUPERIOR COURT.

MONTREAL, February 1, 1884.

Before JOHNSON, J.

STEPHENS v. THE CITY OF MONTREAL, & THE MONTREAL GAS CO., *mis en cause.*

Injunction against signing contract — Procedure.

On an application by a ratepayer for a provisional injunction to prevent the Corporation of Montreal and its officers from completing a contract with a gas company, which had been authorized by a resolution of the City Council: Held, (1) *that the order asked for would be useless, as the signatures of the Mayor and City Clerk to the writing evidencing the contract would not affect the rights of the parties, the illegality alleged,*

if it existed, being as effectual against the contract when signed as before. (2) *The alleged monopoly was not such in the sense of the law, consumers having the option to take gas or not.*

Semble, that an action of this nature should be instituted in the name of the Attorney-General.

JOHNSON, J. The plaintiff in this case wants a provisional injunction to prevent the corporation and its officers from making or completing a contract with the *mis en cause*. The petition and the action are identical in terms, except the conclusions which, in the petition are restricted to a temporary order during the suit, and in the declaration ask for a permanent injunction to restrain the defendant from making the contract with the Gas Company. So the shortest way to deal with the matter will be to refer at once to the petition itself, which sets out at length both the contract itself, and the petitioner's pretensions. The material parts are:

1st. That by a resolution of the Council of the City of Montreal, passed at a Session of the said Council regularly and legally held on the 27th of December, 1883, the said Council acting for and representing the said Corporation, the defendant herein, it was, among other things, resolved that the said Corporation defendant do enter into a certain agreement or contract with the New City Gas Company of Montreal (to wit, a certain Corporation formerly known as the New City Gas Company of Montreal, the name whereof, by Statute of the Province of Quebec, 42 & 43 Vict., c. 81, was changed to the Montreal Gas Company), and which agreement and contract is in the following words, to wit, namely: "Agreement between 'The City of Montreal' and 'The New City Gas Company of Montreal' for lighting the City with gas.

The contract itself is then set out as follows:—

"On this —— day of the month —— in the year of our Lord 1884.

"Before Mr. François Joseph Durand, the undersigned notary public for the Province of Quebec, one of the Provinces of the Dominion of Canada, residing in the City of Montreal, in the District of Montreal, in the said Province, appeared, 'The City of Montreal,' a body politic, duly incorporated by legislative enactments, having their office or place of business at the City Hall, in the East Ward of the said City of Montreal, herein represented and acting by the Mayor of the said City, the Honorable Jean Louis Beaudry, one of the Legislative Councillors of the said Province, residing in the said City of Montreal, parties hereto of the first part, and the 'New City Gas Company of Montreal,' a body duly incorporated in virtue of legislative enactments, having their office and principal place of business in the said City of Montreal, herein represented and acting by Jesse Joseph, of the said City of Montreal, Esquire, the president of the said Company, and by —— of the same place, both hereto present in their said quality, and as such duly authorized for the purposes hereof, under and by virtue of a resolution of the Directors of the said Company adopted at a meeting held on the ——, a copy of which resolution shall remain hereunto annexed after having been signed by the said notary *ne varietur*, parties hereto of the second part, which said parties hereto have made and entered into the following agreement between themselves, to wit: 'The New City Gas Company of Montreal' do hereby bind and oblige themselves to supply and furnish all the gas consumers within the limits of the said city of Montreal with gas, which shall be 'coal gas,' manufactured solely from bituminous coal, and of an illuminative power of not less than sixteen candles, at a price which shall not exceed the price of one dollar and fifty cents net per each thousand cubic feet generally furnished and supplied by the said company from the first of May, 1885, to the first day of May, 1890, and of $1.40 for the next five years, that is to say, from the first day of May, 1890, to the first day of May, 1895, provided, however, that no extraordinary circumstances should arise during the existence of the present contract or agreement, such as a war, the destruction of the works, a general strike, or any other event constituting a *force majeure* (*vis major*).

"2nd. The said company shall during the said period of ten years, supply and furnish gas for cooking and heating to all consumers of the same within the limits of the said City, at a price not to exceed one dollar per each thousand cubic feet."

"3rd. The said Company shall light the city every night in the year without exception during the said ten years, at a price not to exceed twenty dollars a year, payable quarterly, for each lamp put up and required by the city in every street, lane, square or avenue. The time for keeping the lamps lighted, and which is mentioned in the specification hereinafter mentioned, shall take effect immediately, and from this date without any extra charge by the company."

"4th. The said Company shall be bound to lay pipes in all the streets of the city as they shall be directed by the Light Committee of the said City of Montreal, provided that the distance between the lamps do not exceed two hundred feet, and that there be at least two consumers of gas between every two lamps, or, in default of two consumers, that the distance between lamps shall not exceed one hundred and fifty feet."

"5th. The said Company shall be obliged to lay their pipes and furnish gas in adjoining municipalities when annexed to the said city at the same prices and conditions as herein stipulated."

"6th. And the City of Montreal aforesaid during the said ten years, that is to say, from the first day of May, 1885, to the first day of May, 1895, shall not grant to any other company or parties the leave to lay gas pipes in the streets or roadways of the said City of Montreal, except during the last two years of the present contract or agreement, when the said City of Montreal shall have the right to authorize any other company that may be formed or then exist, or any other parties, to lay gas pipes and erect works, so as to be ready to undertake the contract on the first day of May, 1895, for the lighting of the city and supplying gas to the citizens if necessary."

"7th. It is specially agreed between the said parties hereto that the said Company shall in the future, as they have done before, collect and receive the several amounts of money at any time due them by the gas consumers, from these latter only, without any recourse whatever against 'The City of Montreal' aforesaid, which shall be liable to pay only the amounts to become due for street lamps and gas furnished to and for the use of buildings possessed by the said City."

"8th. The said City of Montreal shall have the right to provide for the inspection of the gas and meters furnished by the said Company, and to that end to appoint an inspector who shall be charged with regulating the pressure of gas."

"9th. The City of Montreal aforesaid shall also have the right to provide for the general or partial lighting of the streets and squares of the said City by electricity, and to that end to revoke the present contract for gas lamps in such districts as the Council may determine, without the said company having any right or ground for claiming damages."

"10th. It is also stipulated that the citizens of the said city of Montreal shall have the right of purchasing and using their own gas meters."

"11th. The said parties agree to execute the present contract according to the specifications contained in the form of contract hereunto annexed and signed by the parties hereto, and the undersigned notary *ne varietur*."

"12th. All the clauses, conditions, explanations, directions and instructions contained in the hereto annexed specification shall be strictly followed, although not herein repeated for brevity sake. In case however there should be any difference between the meaning of these presents, and any part of the said specifications, the meaning of these presents shall be followed."

"13th. These presents have been passed and executed on the part of the City of Montreal in conformity with resolutions of the City Council, adopted at their meetings held on the twenty-seventh day of December last (1883) amending and adopting as amended a report of the 'Light Committee' of the City Council of the sixth day of November last, copies of which resolutions and report shall remain hereunto annexed, signed by the undersigned notary, *ne varietur*."

"14th. The said Company shall pay the

cost of the present contract and of a certified copy thereof for the said city. Thus done and passed at the said City of Montreal, on the day, month and year hereinabove first written, under the number ten thousand —— hundred and —— of the repertory of the notarial deeds of Mr. F. J. Durand, the undersigned notary. And these presents having been first duly read to the said parties hereto, the said Mayor of 'The City of Montreal' has signed, and the City Clerk, to wit, Charles Glackmeyer, Esquire, residing in the said city, has countersigned, and has affixed the seal of the corporation of 'The City of Montreal,' and the representatives of the said Company have signed in presence of the said notary, who has also signed."

The petition then alleges certain particulars in which the plaintiff contends that the powers of the corporation have been exceeded in this transaction, and proceeds to argue what would be the results of the contract; and to deduce certain legal consequences such as the establishment of a monopoly contrary to law and public policy, and the assumption of the right to stipulate a price to be paid by gas consumers. I will not, however, mention these points any further just now, because this part of the statement of the plaintiff's case is immediately followed by an averment of great importance which may perhaps dispense with any notice of those points at all.

This averment is in these words :

"That the said council, for and on behalf of the said City of Montreal, did, on the 14th of January, 1884, pass a resolution authorizing and requiring the Mayor and City Clerk of the said City to sign and execute the said above proposed contract for and on behalf of the said defendant, respondent.

Now, I say this discloses a very important fact indeed.

The resolution here referred to is in these terms:

Moved by Alderman Beausoleil, seconded by Alderman Rainville,

"That the deed or contract between the City and the Montreal Gas Company as prepared by the City Notary, and now submitted to this Council, be approved and ratified, and that his Worship the Mayor be authorized to append his signature thereto."

This taken with the written admission of the parties, that it was "adopted and carried, and that the contract set out in the petition is the contract referred to, and approved and confirmed by the said resolution of the City Council petitioner, and submitted to the Mayor of Montreal for his signature," affords complete proof of three things : 1st, that on the 27th of December the corporation agreed to a contract with the Gas Company, the party now here, which was the same contract as that set out in the petition; 2ndly, that that contract was reduced to writing by the City Notary; and 3rdly, that after all this had been done, after the agreement had been not only made between the parties, but reduced to writing, it was approved and ratified and confirmed. One can only approve and ratify something that has been done. So much therefore had been done, viz. : the agreement or contract of itself had been assented to on both sides ; its terms were so well known and understood, that they were confirmed; the writing witnessing those terms was drawn, and all that remained was matter of form—a signature—the contract itself being, of course, entirely complete by the assent of the parties alone—without any writing to witness it, and without the signature of either party. I say as a matter of law the contract was not only complete ; but it appears to have been made and even modified with deliberation before it was completed, for we see, from clause 13 of the contract, and from a certificate of proceedings of council filed in the case, that there was an amendment to the resolution of the council of the 27th December. Therefore there are here all the constituents of a complete contract. Under Art. 984 of the C. C., there are only four requisites to the validity of a contract; the capacity of the parties—their consent—the subject of the contract, and a consideration ; and under article 1025, C. C., the consent alone of the parties is sufficient to complete contracts except those concerning the transfer of ships.

But whatever the state of the matter may be : whether it is a complete contract or not, let us look at it merely as far as it has gone

and consider it in the somewhat hazy light in which the plaintiff presents it; whatever it is,—a contract, or a mere attempt at a contract, the plaintiff wants to prevent its going any farther because it is illegal. These illegalities need not be enlarged on at this moment; but granting them all for the sake of testing the plaintiff's position, what does that position amount to? Simply to this:—that the corporation must be stopped because what it is doing or trying to do is illegal. Now it was pointed out by the Court very early in the argument, and assented to on both sides, that this illegality must be shown. It must be seen that the city is going beyond its powers. It won't do to say that being within its powers, it is exercising them in a way more or less beneficial or prejudicial to this one or to that one. Now put it in any way you like:—these proceedings of the corporation, whatever their nature—whether a contract or an attempt at a contract—must be either the one thing or the other:—what is done or contemplated (whichever you please) must either be illegal or not. If not, the plaintiff has no case; if on the other hand, it is all illegal, an interim order would be utterly useless, for whether you take the contract as complete now (which is the view of it I incline to) or whether it will only be completed by the signature of the mayor, can make no difference. In either case the whole thing would be contrary to law, and the action would be maintained finally and absolutely whether there was an interim order or not. They either have the power or they have not. If they have the power it is useless to ask to stop them in the exercise of it: if they have not the power, the signing won't mend the matter, for it is surely not by affixing a signature to an illegal contract that it can be made a good one.

I might properly stop here, and refuse to grant the order that is asked for, and decline to go farther, or notice the particular points in which the illegality is said to consist—since it is clear that illegal or not—the order would be entirely useless; but I have a great respect for arguments ably and honestly used, as I am sure they have been used in this case—as well as with marked ability—by both of the learned counsel who urged the plaintiff's rights. I will only say that these points are two in number—the point of monopoly, and the point of power to fix the price of gas to the consumer. It is easy to show that neither in point of law nor in point of fact has either of these arguments anything in it. Monopoly as a legal term—a thing proscribed by law—which the crown can't give a right to, is a very different thing from the monopoly of common talk. Monopoly of course there is in the loose and popular sense; and so there would be in contracting as they have done for eight years without interruption by others—or for four years or four months; but it is not monopoly in law—there is neither perpetuity nor legislation as the authorities require; it is not monopoly in the language of the law, but in the language of the streets. So, too, as to fixing the price of gas to the consumer: they do nothing of the kind. They stipulate for the city generally:—and there is all the difference in the world between allowing a Gas Company to lay down pipes, and make gas to fill them which people may use or not as they please, at a price to be agreed between the maker and the consumer, and in doing this stipulating that there is to be a limit to the charge,—I say there is all the difference possible between this—which is what has been done here—and agreeing or assuming to agree for the consumer to any fixed price, or any price at all; the whole thing being left to the consumer's option whether he will have it or not. And here I ought to notice what I consider the principal fallacy underlying the plaintiff's pretensions. I have said there has been no legislation. I mean of course municipal legislation, by-laws, conferring what is called an exclusive right. I say now that the fallacy at the bottom of the plaintiff's pretensions appears to me to be that he has assumed the powers exercised by the corporation to be powers under the 65th sub-section of section 123 of the Act 37 Vict., c. 51, which gives power to make by-laws for lighting the city or any part thereof by gas or otherwise. Here there has been no by-law, and that is not the power that has been used at all. The power used here is the power given under sec. 1, which gives

the corporation the most ample powers to contract, and sue and be sued, which the Civil Code gives them also. It is not a law they have passed to give a monopoly, it is a bargain they have made with another; and by law (see art. 1023 C. C.) contracts affect only the parties to them: they cannot affect the rights of others. The corporation have agreed with this company that for 8 years no one else shall put down pipes in the streets. Does any one imagine that another company would be stopped by that, if they had a right by their charter to do it? The only effect of violating the stipulation made between the city and the company in that case would be that the former would be liable in damages to the latter; and to resort to the argument, if it can be called argument, that the corporation would probably refuse the permission which the statute requires in such cases, is to ignore the power of the law to compel them.

I decline to notice the effect of the present contract which it is here sought to defeat. It is said to be far better for the city than the former one, and it is, as far as I can see, far better in many respects—for both contracts are before me, and I cannot fail to see the difference, and the improvement—but all this has really nothing to do with the legal question, which is, not whether the city has made a good bargain or a bad bargain—but whether it has made an illegal bargain. I think it will be conceded, upon reflection, by the learned gentlemen who so ably put the plaintiff's case before the Court, that in the eye of the law there is no illegality in this transaction. That even if there is, an interim order would be useless. That there is no monopoly in the legal sense of the word, and no excess of power.

Occupied up to late yesterday afternoon in the Court of Review, I could only look at this case very late last night, and I thought that the above considerations would be sufficient to dispose of it. This morning, however, I have found time to look further into it, and I would draw the attention of the parties to the nature of this proceeding. Does not the Art. 997, as modified by Art. 1016 of the C. of P. apply to this case? Can a private individual take this proceeding at all? In the case of *Molson* v. *The Mayor*, etc., decided by me in June, 1873, it was held that the action, which was analogous to this, must be brought by the Attorney-General, and that decision was confirmed in appeal. However, I only throw out this for the consideration of the parties, as the point not having been raised, has, of course, not been discussed, and therefore cannot be decided now.

Again, as regards the point of "monopoly" which is a taking word, and might easily frighten the uninformed, I find on looking at English gas company statutes that they often exclude other companies from competition; the object being well understood to be the prevention of coalitions, and arbitrary prices, or what would be quite as bad, the deterioration of quality in the gas supplied.

I have given this case all the attention in my power, and I am of opinion that the signing the writing evidencing this contract would not change the position of the parties; that if there is illegality, it is illegality which will be as effectual against the contract when it is put on paper and has a seal or a signature attached, as it would be without the ink or the sealing wax. I have serious doubts whether the only recourse, if the thing is illegal, would not be by action in the name of the Attorney-General; and on the main points of such illegality as have been suggested—on the point of monopoly, and the point of invasion of the right of private contract, I am against the petitioner's facts and conclusions of fact.

Therefore the order asked for is refused, and the petition dismissed with costs.

Greenshields & Co., for the plaintiff.
R. Roy, Q.C., for the city.
Lacoste & Co., for the *mis en cause*.

COURT OF REVIEW.

MONTREAL, Jan. 31, 1884.

Before JOHNSON, DOHERTY & JETTE, JJ.

STE. MARIE v. AITKIN et vir, and McDOUGALL et vir, opposant.

Judicial sale—Possession.

Effects purchased bona fide at a judicial sale, and left in the possession of the defendant by the purchaser or his transferree, may be claimed by the owner and the sale thereof prevented, if such effects are seized at the suit of another creditor of the defendant.

The inscription was by the plaintiff contesting, on a judgment of the Superior Court, Montreal, Papineau, J., Nov. 30, 1883.

JOHNSON, J. The effects seized in this case are claimed by the opposant as her own, under a sale of them to her by one Hearle. The contestation is not so much directed against the opposant's title as against that of Hearle, who acquired these things at a sheriff's sale. The judgment held the opposant's title good; and there is nothing to show the contrary. Hearle may have acquired them to protect the defendant; but there is nothing illegal in that, taken by itself, and considered apart from any fraud or simulation in the circumstances of the sale. Hearle is not a party in the case, and there is no sufficient proof of any fraud, even if he were here and able to defend himself. As to the sale from Hearle to the opposant there is nothing shown against it: and the judgment which maintained the opposition and dismissed the contestation must be confirmed. The case of *Senécal & Crawford*, 2 Dec. Cour d'Appel, p. 121, is in point.

Judgment confirmed.

Cooke & Co. for opposant.

Ethier & Co. for plaintiff contesting.

COUR SUPERIEURE.

[En Chambre.]

MONTRÉAL, 16 février 1884.

Coram MATHIEU, J.

Ex parte DME G. DELISLE, requérante.

Femme mariée—Tutelle.

JUGE: *Que dans certains cas spéciaux la femme même du vivant de son mari peut être nommée tutrice à son enfant mineur.*

La requérante avait obtenu contre son mari un jugement en séparation de corps. Ce dernier qui était tuteur aux biens à son enfant mineur, renonça par acte authentique à la tutelle de son enfant pour des raisons qu'il déclara ne pas vouloir faire connaître. Le conseil de famille ayant alors été assemblé, à la demande de la requérante, nomma la mère tutrice.

Le protonotaire refusa de confirmer cette nomination, sur le principe que la femme nonobstant la séparation de corps était encore sous puissance de mari et ne pouvait pas être nommée tutrice.

La requérante maintint devant le juge qu'une femme peut même du vivant de son mari être nommée tutrice à son enfant mineur lorsque son mari ne peut pas, ne veut pas, ou est indigne d'exercer la puissance paternelle. Autorités de la requérante: 1 Aubry & Rau, p. 366, § 87 et page 502; 6 Aubry & Rau, p. 77, § 550; 2 Demolombe, No. 317; 6 Demolombe, Nos. 449, 450; Auzanet, arrêts du Parlement de Paris, Liv. I, ch. 55, page 72.

L'HONORABLE JUGE homologua sans considérants l'avis du conseil de famille, et nomma la requérante tutrice aux biens de son enfant mineur.

Barnard, Beauchamp & Barnard, avocats de la requérante.

(J.J.B.)

GENERAL NOTES.

Some interesting statistics are furnished in the half-yearly report of Judge Ardagh respecting the County Courts of the Eastern Judicial District of Manitoba. It comprises seven divisions, in which eighteen sittings were held. During the half year ending December 21st 2,757 suits were entered, the amount claimed being $139,211. The amount collected to date was $30,880, a very large portion of the balance having been settled out of court. The number of judgment summons issued was 440, of which 21 orders for commitment were entered, only one of which was put in force, and that for a few hours only. The number of miles travelled by the judge in order to hold these courts is over 5,000 in the year; 3,800 by rail and 1,200 by driving.

THE LATE MR. J. W. MERRY.—We have been requested to publish the following resolutions:—At a meeting of the St. Francis Bar, held on the 5th inst., at Sherbrooke, were present, Wm. White, Esq., Q.C., Batonnier, His Honor Mr. Justice Brooks, Judge Rioux, Messrs. J. L. Terrill, L. C. Belanger, L. E. Panneton, H. B. Brown, J. A. Camirand, A. S. Hurd, E. C. Hale, S. B. Sanborn, C. W. Cate, E. Chartier, H. D. Lawrence, F. Campbell, G. De Lottinville, H. R. Fraser, D. C. Robertson, and H. W. Mulvena. It was moved by H. W. Brown, Esq., and seconded by Jos. L. Terrill, Esq., 1. That the members of the Bar, section of St. Francis, have learned with deep regret of the death of their friend and confrère, John W. Merry, whose sterling qualities of mind and heart had gained for him a foremost place in their esteem and regard, and they desire to tender to his bereaved widow and family their respectful sympathy in the great loss they have sustained. 2. That the members of this section do attend his funeral in a body on Tuesday next, and wear mourning for one month.