THE LEGAL NEWS.

Vol. IX. MONTREAL, DECEMBER 4, 1886. No. 49.

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It is not uncommon in large cities for constables to arrest persons on the charge of drunkenness, who are not drunk, but who have the appearance of being drunk. The following from the London *Lancet*, a medical journal of some authority, shows that the diagnosis of drunkenness is not so easy as might be supposed:—"There is reason to fear that mistakes are not unfrequently made, even by skilled observers, in the recognition of drunkenness, by what may be called 'apparent intoxication.' The unsteady gait, the congested face and neck, the vacant eye, with drooping lid, *and even the spirituous breath of apparent intoxication*, may one and all be the effects of disease or disturbance of function, which has no necessary connection with the abuse of alcohol in any form. A melancholy instance of blundering in respect to this matter may be cited from the life of the late Colonel Herbinger, who was accused of intemperance during his field service at Tonquin, but happily acquitted. Professor Peter, who had opportunities of studying the case of this recently deceased officer, shortly before his death, elicited that he was suffering from a malady of some years' standing, which produced cerebral anæmia with such giddiness that he could scarcely sit on his horse. Similar cases are by no means uncommon, and while it is more than ever necessary to denounce the practice of permitting police officers to determine whether a man or woman is drunk or the victim of disease, it is requisite to go much further than this, and to call the special attention of skilled practitioners in medicine to the possibility of being mistaken by erroneous impressions on this subject. Not only will anæmia of the brain, however induced, cause giddiness, but certain forms of defective assimilation will bring about the same results, together with symptoms still more deceptive."

Reg v. *Latimer* (54 L. J. R. [N.S.] 786), is a case of some interest on the law of assault. The prisoner struck A. with a belt, intending to injure him, and it bounded off and struck B. whom he did not mean to hit. It was held that he was liable for an assault on B. Lord Coleridge, C.J., said:—"I am of opinion that this conviction must be sustained. In the first place, it is common knowledge that if a person has a malicious intent toward one person, and in carrying into effect that malicious intent, he injures another man, he is guilty of what the law considers malice against the person so injured, because he is guilty of general malice; and is guilty, if the result of his unlawful act be to injure a particular person. That would be the law if the case were *res integra*; but it is not *res integra*, because in *Reg.* v. *Hunt*, 1 Moody C. C. 93, a man, in attempting to injure A., stabbed the wrong man. There, in point of fact, he had no more intent of injuring B. than a man has an intent to injury a particular person who fires down a street where a number of persons are collected, and injures a person he never heard of before. But he had an intent to do an unlawful act, and in carrying out that intent, he did injure a person, and the law says that, under such circumstances, a man is guilty of maliciously wounding the person actually wounded." Bowen, L. J., concurring in affirming the conviction, said:—"The only difficulty that arises is from *Reg.* v. *Pembliton*, which was a case under an Act of Parliament which does not deal with all malice in general, but with malice toward property; and all that case holds is, that though the prisoner would have been guilty of acting maliciously within the common law meaning of the term, still he was not guilty of acting maliciously within the meaning of a statute which requires a malicious intention to injure property. Had the prisoner meant to strike a pane of glass, and without any reasonable expectation of doing so, injured a person, it might be said that the malicious intent to injure property was not enough to sustain a prosecution under this statute. But as the jury found that prisoner intended to wound Chapple, I am of opinion that he acted maliciously within the meaning of this statute."

The *Chicago Law Times*, is the title of a new publication issued by C. V. Waite & Co., Chicago, and edited by Mrs. Catherine V. Waite. The first number promises exceedingly well. It opens with a portrait and biographical sketch of the late Chief Justice Chase, and contains a number of other articles of interest. The *Law Times* is to appear quarterly, and " is intended for the dis- " cussion, from a legal standpoint of the " great questions which interest the commu- " nity." The annual subscription is $2.

COURT OF QUEEN'S BENCH.

MONTREAL, November, 1886.

[Crown Side.]

Before RAMSAY, J.

REGINA v. LEVASSEUR.

Indecent Exposure of Person—Public Place—Exposure to one or more persons.

On an indictment for indecent exposure of the person, it was proved, that the defendant had twice exposed his private parts in a barn, that a little girl of six years of age was playing in the lane near the barn door, and that the act of the prisoner was seen by the mother of the child from the window of her own house on the other side of the lane. There was no evidence that the prisoner had done anything to attract the attention of the child or that the child had necessarily seen anything that took place, or that the defendant was necessarily aware of its presence.

In charging the jury, the learned judge said that the exposure must be in an open and public place; that, however, this did not mean that the place should, of necessity, be a place generally public and open; that by the circumstances, a place ordinarily private might become a public place within the meaning of the law. So, that where a person exposed his person in a grossly indecent manner in a private yard, so that he might be seen from a public road where there were persons passing, the indictment would be maintained. He added that it was questioned whether an indecent exposure to one person was sufficient to support an indictment of this sort, but that he did not hesitate to say that if the exposure was of a grossly indecent character, as where a man intentionally exposed his person to a woman or to a child, the indictment might be sustained—the gist of the offence being its indecency.

It would be for the jury to say whether in the present case there was any such gross indecency.

The jury returned a verdict of *Not Guilty*.

SUPERIOR COURT.

AYLMER (district of Ottawa), Nov. 27, 1886.

[In Chambers.]

Before WURTELE, J.

LARMONTH v. MOREAU, and MULLIN, Intervener.

Tariff—Counsel fee at Enquête.

HELD:—1. *That the production of an admission of facts in a case inscribed for proof and hearing is not equivalent to an examination of witnesses.*

2. *That the enquête fee allowed by article 29 of the tariff of advocates' fees is only chargeable when counsel other than the attorney of record conducted the enquête.*

3. *That a counsel who does not conduct an enquête, but merely countersigns an admission of facts, is therefore not entitled to the fee.*

The prothonotary, in taxing the Intervener's bill of costs, refused to allow the fees for counsel at enquête, and on appeal from this decision, the taxation of the bill was submitted for the revision of the judge, who ruled as follows:—

" Considering that by article 29 of the tariff of fees in force for advocates practising in this court, an enquête fee is only allowed when an advocate, other than the attorney of record, actually conducted the enquête;

" Considering that in this cause there was no enquête, but that admissions by the plaintiff signed by his attorney of record, and counter-signed by a counsel at enquête for the Intervener, were produced by the latter;

" Considering that the counter-signing of such admissions by a counsel at enquête for the Intervener was unnecessary and useless, —and that the production of admissions is a proceeding similar to the filing of exhibits,

and is not equivalent to an examination of witnesses or enquête;

"I maintain the taxation of the Prothonotary by which he strikes off the two items or charges for counsel fee at enquête."

Henry A. Goyette, for Plaintiff.

Henry Aylen, for Intervener.

SUPERIOR COURT.

AYLMER, District of Ottawa, Nov. 24, 1886.

[In Chambers.]

Before WURTELE, J.

Ex parte MENESIPPE DESPATIE, petitioner for *Habeas Corpus.*

Vagrant Act—32-33 *Vict. C.* 28—*Drunkenness.*

HELD:—*That under the Vagrant Act*, 32-33 *Vict., C.* 28, *it is not sufficient to allege that the accused was drunk on a public street, without alleging further that he caused a disturbance in such street by being drunk.*

PER JUDICEM. The return to the writ of *habeas corpus* issued herein, shows that the prisoner is held under a warrant of commitment which recites that he was convicted of "being drunk in a public street in the city of Hull, contrary to the statute." The offence is not charged to have been committed against any of the by-laws of the city, and the only statute governing such cases is the Vagrant Act of 1869. Under that statute, two elements are required to bring the offender under its provisions: that he should have been found drunk, and that he should have caused a disturbance in the street by being drunk. Here, the prisoner is not charged with having created any disturbance; and what is not proved, is supposed not to exist, especially in criminal matters: *de non apparentibus et non existentibus eadem est ratio.* I shall, therefore, order the writ to be filed, and shall discharge the prisoner thereunder, as the conviction is illegal.

T. P. Foran, for Petitioner.

A. Rochon, for the City.

(T. P. F.)

CIRCUIT COURT.

MONTREAL, Nov. 17, 1886.

Before TASCHEREAU, J.

LEONARD v. THE CANADIAN PACIFIC RAILWAY COMPANY, & LEONARD, opposant.

Execution—Exemptions from seizure—C. C. P. 556—*Sewing Machine.*

There was an execution against the plaintiff for costs. He opposed the sale of a sewing machine, alleging that it had been brought into the "menage" by his wife, and served "à gagner la vie commune."

The proof shewed that it belonged to the wife before marriage she being *commune en biens*, and that when she got work to do for manufacturers, she worked on it for hire, and also used it for domestic purposes; and that the plaintiff was a working stone cutter.

Defendants' counsel contended that the sewing machine was not a "tool, implement or other chattel ordinarily used by defendant in his trade," that of a stone cutter, within the meaning of Art. 556 C. C. P., and that the amendment to this article exempting a sewing machine was not passed until after the machine in question had been seized.

Held, that though the amendment of 1886 did not apply, yet that a broad view must be taken of the Article 556, and that therefore the opposition would be maintained without costs.

Prefontaine & Lafontaine, for Opposant.

C. S. Campbell, for Defendant contesting.

(C. S. C.)

SUPREME COURT OF CANADA.

Quebec.]

MCGREEVY *v.* THE QUEEN.

Petition of Right—46 *Vic. ch.* 27 (*P. Q.*)—*Appeal to Supreme Court of Canada.*

HELD:—That the provisions of the Supreme and Exchequer Court Acts relating to appeals from the Province of Quebec, apply to cases arising under the Petition of Right Act of the Province of Quebec, 46 Vic. ch. 27.

Motion to quash dismissed with costs.

Malhiot, Q. C., for motion.

Irvine, Q. C., contra.

Ontario.]

LANGTRY *v.* DUMOULIN.

Rectory endowments—Rectory lands—29 & 30 Vic. c. 16—Construction.

HELD, affirming the judgment of Ferguson, J. (7 Ont. R. 499), and the judgment of the Chancery Division of the High Court of Justice for Ontario (7 Ont. App. R. 644), that the lands in question in this case were covered by the terms of the Act 29 & 30 Vic. ch. 16, entitled, "An Act to provide for the sale of Rectory Lands in this Province."

Held, further, affirming the judgment of the Court of Appeal for Ontario (11 Ont. App. R. 544), that the said lands were held by the rector of St. James, in the City of Toronto, as a corporation sole for their own use and not in trust for the vestry and church wardens or parishioners of the rectory or Parish of St. James, and such vestry and church wardens had therefore no *locus standi in curia* with respect to said lands.

Appeal dismissed with costs.

Howland and *Arnoldi*, for appellant.

H. Cameron, Q.C., for Diocese of Toronto.

MacLennan, Q.C. & Moss, Q.C., for City Rectors.

Hoskin, Q.C., for Township Rectors.

THOMSON *v.* DYMENT.

Contract for sale of lumber — Acceptance of part—Right to reject remainder as not being according to contract.

T. contracted for the purchase from D. of 200,000 feet of lumber of a certain size and quality, which D. agreed to furnish. No place was named for the delivery of the lumber, and it was shipped from the mills where it was sawed, to T. at Hamilton. T. accepted a number of car loads at Hamilton, but rejected others, because a portion of the lumber in each of them was not, as he alleged, of the size and quality contracted for.

HELD, affirming the judgment of the Court of Appeal for Ontario (12 Ont. App. R. 569), that T. had no right to reject the lumber, his only remedy for the deficiency being to obtain a reduction of the price or damages for non-delivery according to the contract.

Fournier and Henry, JJ., dissenting.

Bain, Q.C., and *Kepple*, for appellant.

McCarthy, Q.C., for respondent.

KINLOCH *v.* SCRIBNER.

Vendor and purchaser—Open and notorious sale —Actual and continued change of possession —R. S. O. cap. 119, sec. 5—Hiring of former owner as clerk.

S. having purchased from one M., a trader, his stock in trade, merchandize and effects, took delivery of the keys of the premises in which M. had carried on business, and entered into possession, and immediately advertised the business in his own name in the newspaper of the place. The day after he so took possession, he dismissed the clerk, who had remained after the change, and hired M. in his place, and M. continued for some time to sell goods in the store as he had done before the sale, but in his capacity as clerk to S.

Held, that notwithstanding the hiring of M. by the purchaser, there was "an actual and continued change of possession" in the goods in the store which satisfied the requirements of R. S. O., cap. 119, sec. 5. See 12 Ont. App. R. 367.

Ontario Bank v. Wilcox, 43 U. C. R. 460, distinguished.

McCarthy, Q. C. & Dougall, Q.C., for the Appellants.

W. Cassels, Q.C., & Holman, for the Respondents.

MCCALL v. MCDONALD.

Mortgage—Given in contemplation of insolvency —Suit by creditors to set aside—Parties to suit—Distribution of assets.

C, a trader, mortgaged his stock, and a few days after, executed an assignment in trust, for the benefit of his creditors. On a suit by a creditor, on behalf of himself and the other creditors, except the mortgagees, to set this mortgage aside as a fraudulent preference in favor of the mortgagees:

Held, affirming the judgment of the court below (12 Ont. App. R. 593) that the suit could be properly brought without joining the mortgagees as plaintiffs, and that the

mortgage could be set aside without attacking the assignment in trust.

Held also, reversing the decision of the court below, that the proceeds of the sale of the mortgaged property, which had been paid into court to abide the result of the appeal, should be paid over to the assignee under the trust deed, to be distributed as part of the assets of the estate, and not dealt with by the court as ordered by the Court of Appeal. The decree of the Court of Appeal was varied and the judgment of Ferguson, J., 9 O. R. 185, restored in full.

Robinson, Q. C., and *Geo. Kerr*, for Appellants.

Blake, Q. C., and *McDonald*, Q. C., for Respondents.

BEATTY v. NEELON.

Company—Action by shareholders of, against promoters—Misrepresentation—Delay in bringing action—Parties injured.

An action was brought by B. and others, shareholders in a joint stock company, against N. and others who had been the promoters of the company, for damages caused by the fraudulent misrepresentation, as was alleged, of the said promoters in the formation of the company. The plaintiffs and defendants had been owners of rival lines of steamboats, and the plaintiffs claimed that the defendants had proposed to the plaintiffs to amalgamate the two lines and form a joint stock company, and as an inducement to the plaintiffs to consent to such amalgamation, the defendants had represented that they had a four years' contract with the government for carrying the mails from Windsor to Duluth, whereas the fact was that they had only a verbal contract for carrying such mails from year to year, which was discontinued after the formation of the company, which was the misrepresentation complained of, and also that the defendants had received a bonus from the Town of Windsor and refused to pay to the plaintiffs their portion of the same as agreed upon when the said company was formed.

The evidence on the trial showed that the plaintiffs had been aware of the true state of the said mail contract a short time after the company was formed, but had allowed the business of the company to go on for four years before taking proceedings against the promoters.

Held, Strong, J. dissenting, that the alleged injury, if any, was to the company and not to the plaintiffs, and the action should have been brought in the name of the company or on behalf of all the shareholders.

And *Held*, also, affirming the judgment of the Court below (12 Ont. App. R. 50), that if the action could be brought by the plaintiffs, the long delay and the conduct of the plaintiffs in allowing the business of the company to proceed without making a speedy claim for redress, disentitled them to relief.

McCarthy, Q. C., and *McDonald*, Q. C., for the Appellants.

Robinson, Q. C., and *Cassels*, Q. C., for the Respondents.

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*COURT OF QUEEN'S BENCH, MONTREAL.**

Sale—Delivery—Refusal to accept—Counsel Fee.

The appellant, at Montreal, on the 26th September, 1884, sold tea to arrive ex "Glenorchy," at the port of New York. The tea reached Montreal October 14, 1884, and was then offered to respondents. The latter refused to accept unless the conditions of sale were altered: and the tea was re-sold at a loss.

HELD:—That the offer of October 14 was an offer to deliver within a reasonable time, and that if the respondents, after refusing to take delivery according to the conditions of sale, wished to retract their refusal, it was incumbent on them to make a distinct offer to the appellant to do so, and not to leave him in doubt as to the position they took in the matter.

2. A fee paid to counsel for advice will not be allowed as part of the damages for breach of contract.—*Cox*, appellant, and *Turner* et al., respondents, Sept. 25, 1866.

Sale—Delay in Delivery—Diligence.

The appellants, of Chatham, Ont., through brokers at Montreal, on the 6th of July, sold

* To appear in Montreal Law Reports, 2 Q.B.

a cargo of wheat, to be shipped by sail, as soon as a vessel could be secured, and to be delivered at Montreal.

The wheat did not arrive at Montreal until August 15th, when the respondent refused to accept. The appellants had endeavored to obtain a vessel at Detroit, but it was not until July 21st, that a vessel was finally chartered at Toronto.

HELD:—That the delay which elapsed before a vessel was chartered, was an unreasonable delay, as it appeared that a vessel might have been obtained sooner at Toronto, if the appellants had been willing to pay a liberal rate of freight; and the appellants not having shown due diligence, the respondent was justified in refusing to accept the wheat.—*Northwood* et al., appellants, and *Borrowman*, respondent, Dec. 30, 1885.

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*SUPERIOR COURT, MONTREAL.**

Interpretation of Will—Exercise of Power of Appointment—Universal residuary legacy.

A testator by his will bequeathed to his wife an annuity to be paid to her during her lifetime, and directed that she should have the power to dispose of the capital of said annuity by will in such manner as she might see fit, but in default of such disposition he directed that this capital should be divided between his three children in equal shares, with representation in favour of their children. The testator's wife survived him, and subsequently died leaving a will, in which, after a number of special legacies, but without any mention of the capital of her said annuity, she bequeathed the rest and residue of her estate to her daughter for one half and to the children of one of her sons, for the other half.

HELD:—That by this universal residuary legacy the testatrix had effectually exercised the power of appointment conferred on her by her husband's will over the capital of said annuity, and that the children of one of the sons of the testator, who were not included in such residuary legacy, had no claim on the capital of said annuity.—*Gemley* v. *Low*, Papineau, J., March 31, 1886.

* To appear in Montreal Law Reports, 2 S. C.

Licitation—Cahier de charges—Homologation—Opposition.

JUGÉ:—Que dans une vente d'immeuble par licitation ordonnée par la cour, une opposition afin d'annuler basée sur le fait que la copie du cahier de charges signifiée à l'opposant est irrégulière et non conforme à l'original, ne peut être maintenue lorsque le cahier des charges a été antérieurement confirmé et homologué.—*Barrett* v. *Scheffer*, Mathieu, J., October 12, 1886.

Ship—Master—Action for Demurrage.

HELD:—That the master of a vessel, as master, has no right to sue for demurrage, unless there be an implied contract to pay him the same.—*Chandler* v. *Sydney & Louisburg Coal & Railway Co.*, Taschereau, J., Feb. 13, 1886.

PAWNBROKER'S LIABILITY FOR FALSE IMPRISONMENT BY HIS SERVANT.

At Brentford County Court, on October 22, before his Honour Judge Stonor, judgment was delivered as follows in the case of *Merriman* v. *Ayres*: In this case the plaintiff had some time since pawned a number of painters' brushes at the defendant's shop in this town, and in April last brought some more brushes to the defendant's shop for the same purpose, whereupon a shopman in the defendant's employ gave the plaintiff in charge to a detective, who took him to the station house, where the defendant's manager, as well as the shopman, attended, and the former charged the plaintiff with attempting to obtain money by fraudulent representations, being statements made by him as to the quality of the brushes. The plaintiff was locked up for the night and taken in the morning before a police magistrate, who at once discharged him. At the trial in this Court the shopman was not called; there was, therefore, no evidence of the alleged fraudulent misrepresentations, and the only questions were: (1) Was the defendant liable for the acts of his two servants, or either of them? (2) If he were so liable, to what damages was the plaintiff entitled? I reserved

the first point, which was wholly one of law, and left the second question to the jury, who returned a very proper verdict for 20*l*. The evidence as to the reserved point was as follows: The defendant carries on the business of a pawnbroker in several localities by means of a general manager and local managers, with shopmen under them, and, as the defendant and his manager depose, has given strict orders to his general and local managers never to give anyone into custody or bring any criminal charge against anyone under any circumstances. It is obvious that such instructions are unlawful, at all events as to any felonies committed in the presence of any of his servants; but as to misdemeanours (as in the present case) they may, perhaps, be justified. It is, therefore, clear, not only that the defendant had not given to the shopman or manager any express authority to give any one into custody, but also, I think, that he had revoked any possible implied authority which might arise from the ordinary course of pawnbroking business, as to which there was no evidence. The defendant, however, in carrying on such a business is morally bound not to employ persons who would act with such gross illegality and impropriety as his servants have done in the present case according to the evidence before the Court, and I shall, therefore, enter a nonsuit without costs. The plaintiff can, of course, sue the manager and shopman, or either of them, but I hope the matter will be arranged by the payment of the damages assessed by the jury without further litigation.—Nonsuit without costs.—*Law Journal.*

U. S. SUPREME COURT JUDGES.

A letter from Washington to the *N. Y. World* contains the following particulars respecting the members of the U. S. Supreme Court:—

By the 1st of January, four of the nine members composing the United States Supreme Court will be eligible for retirement. Justice Bradley has been subject for retirement for over two years. He is now in his 73rd year. A Justice of the Supreme Court can be retired upon full pay when he has arrived at the age of 70 years and has had previous to that ten years' continuous service. Ward Hunt, who was retired several years ago, had to have a special Act of Congress to give him his retiring pension, as he had not served his ten years time when he was disabled by an attack of paralysis.

The Judges who will be in a few days eligible to retirement in addition to Bradley are Chief Justice Waite and Justices Miller and Field. These last three Judges were all born in the same year. Judge Miller was born upon the 8th of April, 1816, Field, Nov. 4th of that year and Waite Nov. 29th of the same year. Miller is now eligible for retirement. Field will be in a few days, and Waite upon his next birthday, the 29th of November. Field is the only Democrat among them. If these gentlemen should retire during Mr. Cleveland's administration, he would have an opportunity of changing the entire character of the court. Justice Woods is quite ill. His health is so badly impaired, that he will not be able to do any work this year. Some question whether he will ever be able to go back to his work or not. If he should not, there will soon be five vacancies upon the bench, constituting a majority of the court. Here are five splendid opportunities for the ambitious lawyers and judges of the country. These positions are the great prizes of the legal profession.

There is no forced retirement in the law relating to the Justices. The retirement is as it was in the army a few years ago—voluntary. Every now and then legislation is agitated in Congress looking toward compulsory retirement of the Justices when they arrive at a certain age, but nothing has ever come of it. All the Justices who will be eligible for retirement by the 1st of January are in good physical condition and are as capable of performing their duties as any of the young members. Chief Justice Waite has an especially young and vigorous look. His hair is quite dark for a man of his age, and his beard is only iron gray. He does not look to be any over 60 years of age. He walks now to and fro between his house and the Capitol, and steps off with as alert an action as a young man. Justice Field, who spent the summer in Europe, has almost

perfect health. He is a great student, and a wider reader of literature than most of his associates. He has himself said that he does not intend to retire until he has served a quarter of a century upon the bench, so long as his health is as good as it is now. He has been upon the bench since 1863, having served twenty-three years, so if he adheres to his resolution, he will not go out until 1888. Justice Miller has been on the bench one year longer than he. He is the senior Justice in point of long term of service. Mr. Waite has been on the bench since 1874, having served twelve years. Bradley was appointed by Gen. Grant in 1870, two years before Justice Waite was appointed.

The senior Justice, Miller, is one of the most vigorous looking of the Judges I have mentioned. He is swarthy, dark, with a strong, resolute look and a well-rounded figure, that shows but little the advance of age. No better evidence could be given of the fact that hard work does not break down people than in the long life and good health of the average member of the Supreme Court. They have much more to do than the average high official. They have but little leisure and most of their work is very hard, because up to the last year, Congress did not allow them private secretaries. The great bulk of the decisions of the Supreme Court have been written by the hands of the Judge making the decision. There is only one retired member of the Supreme Court living. This is ex-Justice Strong. He lives in Washington. He is a tall, smooth-faced gentleman, who still retains his fresh color. Instead of breaking down after being retired from active work, he has kept up his health and strength by taking plenty of exercise. He spends a great deal of time outdoors, and can be seen nearly every day walking or driving about the suburbs of Washington. He is one of the handsomest and most distinguished looking gentlemen in Washington society.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 27.

Judicial Abandonments.

James Butchart, Rimouski, absentee; H. A. Bedard, Quebec, provisional guardian, Nov. 22.

Thomas Lavoie, trader, Fraserville, Nov. 22.

Painchaud & Vincent, contractors and traders, Montreal, Nov. 24.

Richard Smardon, boot and shoe manufacturer, Montreal, Nov. 24.

Curators appointed.

Re Samuel Bornstein, Montreal.—Kent & Turcotte, Montreal, curator, Nov. 19.

Re André Bourque, St. Clet.— Kent & Turcotte, Montreal, curator, Nov. 19.

Re S. and W. Harrington, St. Jean Evangeliste.—Angus McKay, Montreal, curator, Nov. 20.

Re John McLean, Murray Bay. — H. A. Bedard, Quebec, curator, Nov. 24.

Re Gédéon Morency, currier, Quebec.—E. Cloutier, Quebec, curator, Nov. 22.

Re Senécal & Deslierres.—Kent & Turcotte, Montreal, curators, Nov. 19.

Dividends.

Re George Elie Amyot.—First and final dividend, payable Dec. 10. H. A. Bedard, Quebec, curator.

Re J. E. Trottier & fils.—First and final dividend payable Nov. 30. P. L. Hubert, Three Rivers, curator.

Re Ludger Trudeau. — First and final dividend, payable Dec. 15.—C. Desmarteau, Montreal, curator.

Re H. A. Turgeon —First and final dividend, payable Dec. 11. H. A. Bedard, Quebec, curator.

Separation as to property.

Amy Lockwood Chillson vs. Frederick Pierce, trader, Clifton, Nov. 15.

Annie McQuade vs. James Weeper, Montreal, Sept. 6.

Eloise Pothier vs. Wm. A. J. Whiteford, jeweller, Coteau St. Louis, Nov. 20.

GENERAL NOTES.

A MURDEROUS INVENTION.—M. Juibert, a mechanical engineer of Paris, recently made an invention which is said to increase materially the speed of railway travel. The journals discussed the matter at length and predicted for M. Juibert a great future. However, the other day, as the inventor sat in his workshop, a stranger suddenly rushed toward him and began to belabour him with a cane, exclaiming excitedly; "This will teach you not to make such murderous inventions that will enable my mother-in-law to reach my house in six hours, instead of twelve." M. Juibert caused the arrest of his assailant, who is said to be a well known merchant by the name of Bolivet.

A woman recently occupied the witness stand in Belfast, Me., who was a match for the lawyers. She was a witness in the pauper case between Liberty and Palmero, and had been a pauper in the latter town. On cross-examination the attorney asked her if she was a pauper on the town. "I was a liability," said the woman. "You were a pauper," said the attorney "I want you to understand," said the woman, firing up, "that poor people are not paupers, they are liabilities."