The Legal News.

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The shafts of the great archer are flying thickly, and in the profession, as well as out of it, the losses have been heavy. Scarce hath fallen "the tender tear which nature sheds" over one we valued, when a fresh loss renews our grief. In the city of Montreal alone, within three short weeks, two judges—Ramsay and Torrance—and four members of the bar—Turgeon, Rogers, Réné Cotret, and R. A. Ramsay—have been removed by death. Within less than a year, the composition of the provincial bench has been greatly altered. Six judges have died—McCord, Macdougall, Mousseau, Ramsay, Torrance, and Polette—all but the last, falling while in the active discharge of their judicial functions. Two have been forced to resign in consequence of ill health—Rainville and Buchanan. This tremendous sweep, in a single province of the Dominion, produces a vivid sense of the shadowy nature of this existence, and shows that we are in truth, to borrow words sometimes lightly used, "bubbles on the rapid stream of time."

Mr. R. A. Ramsay, who died at Montreal, after a short illness, on January 15, was a gentleman who, by great diligence and honorable conduct, had won a very high position in the profession. Without natural gifts of eloquence or striking ability, he showed what could be attained by constant industry and painstaking effort. All that he did was thoroughly done. We remember a remark made by the late Mr. Justice Ramsay a few days before his death, in reference to an argument which had pleased him, by another gentleman of similar standing to Mr. Ramsay—that it was the plodders of the profession who generally accomplished the best work. Mr. R. A. Ramsay was only 42, and it is sad that the community should be deprived of perhaps thirty years of useful and beneficial labour, but his memory will long live, more especially among the younger members of the profession, for "his conduct is a legacy for all."

In one of the letters of Charles Lamb, he says, "goodness blows no trumpet, nor de-"sires to have it blown. We should be "modest for a modest man—as he is for "himself." This is peculiarly applicable to the late Mr. Justice Torrance. He worked faithfully and earnestly, but shrank from any public acknowledgment of his worth. It was pleasing to witness the immense assemblage of the bar at the adoption of the usual resolutions, testifying their appreciation of the sterling qualities of the deceased and regret for his loss, and on the following day, the still larger assemblage that sorrowfully and reverently followed his remains to their last resting place. No Judge that has passed away in late years was so generally loved by the profession. We may live to see a more brilliant successor upon the bench, but it will be long before we shall see one who was so warmly regarded by men of all ages, parties and nationalities.

Under the pressure of many losses, we have omitted to notice particularly the retirement of Mr. Justice Buchanan of the Superior Court. It was rumoured at first that his withdrawal was only temporary, and that after a period of rest he would probably be able to resume the duties of his office. We regret that this information proves to be without foundation, and that Mr. Justice Buchanan has been compelled, by the condition of his health, to place his resignation in the hands of the government. Mr. Buchanan, who was assigned to the district of Bedford, was a judge of great accomplishments and personally very much esteemed. Many of his judgments have appeared in this journal, and bear evidence to his ability as a jurist. He has also sat from time to time in the Court of Review in this city, and his presence will be greatly missed by his colleagues and by the profession generally.

The enormous length of election contestations in this Province elicited some caustic

bservations from Mr. Justice Johnson, in giving judgment upon some motions in the Laval election case on the 18th instant. His Honour remarked that, " in England and in the other Provinces of Canada,election cases were much like other cases, as far as concerns the time they took. Here we had hundreds of witnesses, without any one knowing what they were going to say, which rendered an opening statement impossible, and it would suffice to mention, as regards the abuse of time, the last election in this very county, where the petition was pending and undecided during almost the entire duration of one Parliament. Then, as regards the numbers of these petitions, they bid fair to engross the time of the courts, and seemed to show that we must either be the one people in the British Dominions peculiarly unfitted for free elective institutions, or else the people most addicted to unprincipled litigation."

SUPERIOR COURT.

ST. JOHN'S,(District of Iberville),Nov. 29,1886.

Before GILL, J.

Ex parte THE ATLANTIC & NORTHWEST RAILWAY Co., expropriating parties, and DUNN et al., expropriated parties.

Railway— Warrant of possession.

HELD:—1. *That a petition by a railway company to obtain a writ of possession of property required for the construction for their right of way, will be granted upon security being given to the satisfaction of the Judge, when by affidavit to the Judge's satisfaction the railway company extablishes that the possession of the property is immediately required for the purposes of the railway.*

2. *Where the railway company has allowed the delays required by the Railway Act to expire before making the application, no further delay can be demanded by the proprietors.*

3. *That the railway company in serving a notice of expropriation is merely bound to give the name of their arbitrator, without any indication as to his residence or occupation.*

4. *That a clerical error in the description of the property to be expropriated in the petition cannot be urged as a ground of nullity when the property is correctly described in the expropriation notice; and the clerical error does not form an essential part of the description and is not misleading as to the identification of the property.*

The Railway Company served the proprietor with an expropriation notice describing the property required to be taken, naming the amount offered, and mentioning Duncan MacDonald as Arbitrator in the event of the offer being refused.

After having allowed the necessary delays to expire, the Company served the proprietor with a petition for a writ of possession supported by affidavits, praying that a warrant be issued by the Judge to put the Company in possession and giving ten days' previous notice of the application.

Upon the day the petition was to be presented, there being no Judge sitting in the district, the petition was continued from day to day, and finally was heard, about a week after notice of presentation had been given.

The petition was contested:

First—That the proprietors had not had sufficient time to obtain affidavits to show the position in which they were placed, and asking for a further delay.

Secondly—That the petition was not in order, there being a clerical error in the description of the property:—

Thirdly—That the name of Duncan MacDonald had been mentioned in the expropriation notice, without designating his residence or occupation, and that the notice was not a sufficient notice under the Railway Act.

The following is the text of the judgment:—

" We, the Honorable Charles Gill, Judge of the Superior Court, in the Province of Quebec, now in the town of St. Johns, district of Iberville, having heard on the twenty-fifth day of November instant, the above named parties, by their respective Counsel, on the petition of the said Railway Company, to obtain immediate possession of the strip of land hereinafter described, for

the purpose of building their line of railway thereon, examined the proceedings and affidavits and documents, filed by both parties, and on the whole, duly deliberated;

"Considering that the objections raised on behalf of the said proprietors as well to the form, or for want of notice, as to the merits of the petition, are unfounded, the notice of the presentation of the petition having been duly given, and the presentation duly made, and hearing thereon duly postponed till a Judge was present, when the said proprietors were themselves represented and allowed to urge the grounds they had against the said petition, and the said company having sufficiently followed the requirement of the law by giving merely the name of their arbitrator without further indication as to his residence or occupation, and considering that the clerical error whereby the figure seven was inserted instead of figure one in the notice served upon the proprietors, is not fatal, not being in an essential part of the description and not misleading as to the identification of the lot of land; Do dismiss the said objections;

And considering it is proved that the said company petitioners require for the construction of their Railway, according to their plan prepared and deposited, showing where their line is located,—that certain strip of ground belonging to the Estate of the said late William McGinnis, described as follows, to wit: "A strip of ground situate in the town, county "and district of Iberville, forming part of "Official lot No. twenty-one, on the Official "Plan and in the book of reference for the "said town of Iberville, measuring sixty "feet in width, by a length of four hundred "and twenty-five feet, English measure, "and containing twenty-five thousand five "hundred square feet in superficies, be the "same more or less, and bounded on the "East by the lot Official No. thirty of said "town, on the West by the lot Official No. "four of said town, and on the North and "South by the remaining portions of the "said Official lot No. twenty-one of said town "of Iberville;"

And considering that the said executors of estate William McGinnis, having refused the offer of two thousand dollars, made by the said Company for the price of the said strip of land and damages to the remaining part, and that the parties to settle the said price must resort to arbitration, a proceeding necessarily of some length, entailing more delay than what should be had for the construction of said railway, and that it is necessary that the said company should get immediate possession of the said strip of land, whilst it does not appear that the said proprietors will be inconvenienced by the fact of not being paid for the same before such possession is granted to the company;

"And considering that under these circumstance the said company petitioners are in law entitled to be allowed the occupation of said strip of land to build their railway thereon, pending such arbitration, on their giving, previously, security as by law provided, by depositing the amount hereinafter fixed and as directed;

"Do grant *acte* to the said company petitioners that they have nominated for their arbitrator Duncan MacDonald, and also *acte* of their readiness to give the above referred to security, and it is ordered that the said security be a sum of six thousand dollars to be deposited by the company petitioners in the Merchants' Bank of Canada, at St. Johns, district of Iberville, P.Q. to the credit of the said executors of the said estate William McGinnis, and of the said company petitioners, jointly, such sum to be used or such part thereof, as may be determined by the report of the arbitrators, to pay to the said executors the amount to be fixed as price of the said strip of land and damages to the remaining part of the property, and the said deposit not to be withdrawn from the said Bank, unless on the order of the Court or Judge, and granting, upon the condition that the said deposit be so made, the present petition for occupation of the said strip of land by the said Railway Company. We order that a warrant do issue, addressed to the Sheriff of the district of Iberville, to put the company petitioners in immediate possession of said above described strip or portion of land, so that they may, without further delay, construct that part of their railway passing thereon, the said Sheriff to be authorized by the said warrant to put

down any resistance or opposition that may be offered, and for that purpose to take with him sufficient assistance; *dépens réservés* and to follow the costs of arbitration according to the decision thereon."

R. T. Heneker, Atty. for Ry., expropriating.

Trenholme, Taylor, Dickson & Buchan, Attys. for proprietors.

(R. T. H.)

SUPERIOR COURT.

AYLMER, Nov. 22, 1886.

Before WÜRTELE, J.

NEVELLE v. CARRIÈRE.

Capias—Affidavit—C. C. P. 799—48 *Vict.* (*Q.*) *ch.* 22, *s.* 12.

HELD:—*That an allegation, in an affidavit for capias, that the defendant is notoriously insolvent, is insufficient under C. C. P.* 799 *and* 48 *Vict.* (*Q.*) *ch.* 22, *s.* 12, *which requires the affidavit to establish that the defendant has ceased his payments.*

PER CURIAM.—The plaintiff sued the defendant, who is a trader, carrying on business at Buckingham, for the recovery of certain promissory notes, and at the same time had him arrested under a writ of capias.

The defendant has contested the writ of capias, by petition; and the parties have been heard on the issue joined upon the petition.

The affidavit upon which the writ of capias was obtained is based on article 799 of the Code of Civil procedure, but without regard, however, to the change made by the twelfth section of the Act 48 Vict., ch. 22.

In the case of a trader, the original article required the affidavit to establish, that the defendant was notoriously insolvent, and that he had refused to arrange with his creditors or to make an assignment of his property for their benefit, while the substituted article requires the affidavit to establish that the defendant has ceased his payments and has refused to make the assignment.

The plaintiff alleges in his affidavit that the defendant is notoriously insolvent, but he does not affirm that the defendant has ceased his payments.

There is a difference between the two cases; that is, between being insolvent, and having ceased to make payments.

Insolvency is the state of a person who has not sufficient property to discharge his liabilities. A trader may be in this state, or be notoriously insolvent, and still not have ceased his payments; and again, a trader may be perfectly solvent, and still, owing to the stagnation of trade, or to some other temporary cause, be unable to meet his engagements as they mature. In support of these propositions, I may refer to Rolland de Villargues,—"*Verbo* Insolvabilité: L'in- "solvabilité est l'état d'impuissance de payer "ce que l'on doit. *Verbo* Faillite:—La ces- "sation de paiement peut avoir lieu de la "part d'un négociant quoiqu'il ne soit pas "insolvable, car, quoiqu'il ait plus de biens "que de dettes, un négociant peut ne pas "remplir ses engagements; c'est ce qui arrive "quand il n'a plus de crédit. Au contraire, "s'il est exact dans ses paiements, si, par "un crédit toujours souteun, il fait honneur "à ses engagements, dût-il dix fois plus "qu'il ne possède, il n'est pas en état de "faillite."

Whenever the liberty of the subject is at stake, the law has to be strictly followed, under pain of nullity of the proceedings. In the present case, the requirements of the article of the code must, therefore, be strictly observed. To arrest and detain the defendant under a writ of capias, it was necessary that he should have ceased his payments. Now, as I have already stated, the affidavit does not allege that he had ceased his payments, but alleges that he was notoriously insolvent, for which, without the cessation of payment, the law does not subject him to be arrested and detained.

When the case was heard, the plaintiff argued that the allegation that the defendant was notoriously insolvent implied a cessation of payment on his part; and further, that the suit itself established such cessation of payment.

The Civil Code declares that bankruptcy means the condition of a trader who has discontinued his payments; but a trader

may be insolvent and not have discontinued his payments, as I have already mentioned, and therefore the allegation that the defendant was notoriously insolvent neither implied that he was a bankrupt nor that he had ceased his payments. On this point, Bédarride says:—(1, Des Faillites, No. 20,) "Une insolvabilité réelle et démontrée ne "suffirait pas pour constituer la faillite, s'il "n'y a pas eu cessation de paiements. La loi "ne reconnait d'autre insolvabilité que celle "qui s'annonce publiquement par une ces- "sation de paiements; elle n'a pas voulu, "pour établir celle-ci, qu'on pût aller fouiller "dans les secrets de la position réelle de "celui qui a toujours continué les siens."—

As to the other pretension, that the suit established the fact that there was a cessation of payments, we have to seek the legal meaning of the phrase: "that he has ceased his payments." It does not mean the failure to pay in an isolated case; but it means a stoppage of payment in the general course of business. And the institution of a suit in an isolated case does not indicate a state of bankruptcy, or the cessation of payments, as the defendant may have good ground to oppose the claim, or may have been prevented from paying by a mere temporary embarrassment. Bédarride on this point says:—(1, Des faillites, No. 18,) "Le défaut "de quelques paiements, quelques protêts, "ne sauraient constituer la cessation légale "de paiements, si, depuis, le commerçant "s'est acquitté et a continué de remplir ses "obligations. Le refus de ces paiements "peut n'être qu'une juste résistance à des "prétentions exagérées, ou le résultat d'un "embarras momentané bientôt vaincu." The allegation of the affidavit is not synonymous with the phrase, "that the defendant has ceased his payments:" and the institution of the suit does not establish the stoppage of payment necessary to authorise the issue of a writ of capias.

The essential allegations of the affidavit upon which the capias is founded are therefore insufficient; and I consequently quash the writ and order that the defendant be discharged.

The judgment was recorded in the following terms:—

"Seeing that the plaintiff, in the affidavit "upon which the capias was issued, alleges "*that the defendant is a trader, that he is notori-* "*ously insolvent, that he has refused to arrange* "*with his creditors or to make an abandonment* "*of his property to them or for their benefit,* "*though he has been duly requested to make* "*such abandonment, and that he still carries on* "*his trade, the whole with intent to defraud his* "*creditors in general and the plaintiff in par-* "*ticular;*"

"Seeing that it is provided by article 799 "of the Code of Civil procedure that the "writ of capias may be obtained, if the "affidavit establishes, besides the debt, that "the defendant is a trader, that he has "ceased his payments and has refused to "make an assignment of his property for "the benefit of his creditors;"

"Considering that the formalities of a "writ of capias and the proceedings for the "issue thereof are matters of strict law and "have to be rigorously complied with under "pain of nullity;

"Considering that a trader may be in- "solvent at a time when he has not ceased "his payments, and that the law of this "Province does not allow the arrest of a "trader when he is alleged to be insolvent, "but only when it is established by the "affidavit that he has ceased his payments;

"Considering that the plaintiff has not "alleged in his affidavit that the defendant "had ceased his payments, but that he "merely alleges the insolvency of the de- "fendant, which is not a compliance with "the provisions of the law and did not war- "rant the issue of the writ;

"Considering that the essential allegations "of the affidavit upon which the capias is "founded are insufficient;

"Doth quash the writ of capias issued in "this cause, and doth order that the defend- "ant be discharged, with costs, of which dis- "traction is awarded to Messrs. Rochon and "Champagne, the defendant's attorneys."

N. A. Belcourt, for plaintiff.

Rochon & Champagne, for defendant.

SUPERIOR COURT—MONTREAL.*

Société commerciale—Lex loci contractus—Nullité absolue—Publicité—Conseil judiciaire.

JUGÉ:—1. Que dans une société commerciale en nom collectif, formée en France, les droits respectifs des parties sont régis par le droit commercial français en force au temps de la convention.

2. Qu'en France, sous peine de nullité absolue, l'extrait des actes de société en nom collectif doit être remis dans la quinzaine de leur date, au greffe du tribunal de commerce de l'arrondissement dans lequel est établie la maison de commerce social, pour être transcrit sur le régistre et affiché pendant trois mois dans la salle des audiences.

3. Que cette formalité est d'ordre public et peut être opposée en tout temps et sous toutes circonstances.

4. Qu'en loi, une société commerciale ne peut être valablement contractée par une personne à laquelle un conseil judiciaire a été donné, sans le consentement de ce conseil judiciaire.—*Furniss* v. *Larocque*, Loranger, J., 30 novembre 1886.

Exemptions from seizure—Damages awarded for libel and slander not exempt from seizure.

HELD:—That the amount of a judgment obtained as damages for libel, is not exempt from seizure by garnishment.—*Lalonde* v. *Archambault*, and *Great North Western Tel. Co.*, T. S., Torrance, J., Nov. 20, 1886.

Saisie-exécution—Procès-verbal de saisie.

JUGÉ:—1. Qu'en principe les officiers de justice sont présumés avoir obéi aux prescriptions de la loi, et qu'on ne peut induire du silence d'un procès-verbal de saisie-exécution qui mentionne la saisie d'un poêle, qu'il n'en a pas été laissé un autre au débiteur.

2. Que l'interpellation au débiteur saisi de signer le procès-verbal ne constitue pas une formalité substantielle dont le défaut entraîne la nullité de la saisie.—*Sexton* v. *Beaugrand*, Jetté, J., 10 décembre 1886.

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

Dommages—Injures—Intimité—Saisie-gagerie déboutée.

JUGÉ:—1. Qu'il n'y a pas droit d'action en dommages pour des paroles mêmes injurieuses dites dans l'intimité; et notamment par une femme à son mari, la nuit dans leur domicile, quoique ces paroles aient été entendues du fils et de la fille du demandeur qui résident dans la même maison au-dessous du défendeur.

2. Qu'il n'y a pas non plus d'action en dommages contre une personne qui fait saisir-gager les biens meubles de son locataire lorsque cette action est rapportée en cour et n'est déboutée que parce que le saisissant n'a pu alors prouver qu'il avait, avant l'action fait une demande de paiement, mais qu'en défense à l'action en dommage, il établit que telle demande avait réellement été faite.—*Soullières* v. *de Repentigny*, Gill, J., 20 décembre 1886.

Saisie de biens meubles sans droit — Dommages.

JUGÉ:—Qu'il y a un recours pour dommages réels et exemplaires en faveur d'une personne dont les biens meubles sont, sans droit, saisis et gagés, contre celle qui a fait émaner cette saisie-gagerie et qui ne l'a pas rapportée en cour. — *Brouillet* v. *Clarke*, Papineau, J., 20 décembre 1886.

Saisie-arrêt avant jugement— Cause probable—Demande incidente—Dommages—Compensation—Terme—Insolvabilité.

JUGÉ: — Qu'une personne dont les biens sont saisis-arrêtés avant jugement, par un créancier, sans cause raisonnable et probable, peut dans la même action réclamer des dommages par demande incidente, et opposer à l'action un plaidoyer de compensation basé sur les dommages par lui réclamés par sa demande incidente.

2. Que l'insolvabilité du débiteur lui fait perdre le bénéfice du terme convenu.—*Furniss* v. *Bleault*, Mathieu, J., 15 décembre 1886.

Délit—Fasse arrestation—Garantie—Dommage.

JUGÉ:—Qu'il n'y a pas de garantie en matière de délit; qu'en conséquence un homme de police (private detective) poursuivi en

dommage pour fausse arrestation, n'a pas de recours en garantie contre celui pour le compte duquel il a fait l'arrestation.—*Couvrette* v. *Fahey*, Gill, J., 20 décembre 1886.

LE JUGE RAMSAY.

(*La Minerve*, 17 *janvier* 1887.)

L'*Opinion Publique* de 1869 reproduit un portrait très fin, très fidèle du regretté juge Ramsay, que l'on doit au crayon de M. Hector Fabre. Cette reproduction était accompagnée d'une jolie préface par un autre regretté ami, qui alors s'occupait activement de journalisme, l'honorable M. Mousseau. Ces deux appréciations aussi bienveillantes que justes ont acquis malheureusement une douloureuse actualité.

Sous le titre alléchant de "Petite galerie parlementaire," M. Fabre a entrepris de buriner les membres de la législature locale. Observateur judicieux, critique fin et délicat, il peint au naturel et n'omet rien; si le sujet prête au ridicule, tant pis. M. Fabre est un journaliste très indiscret et qui dit tout ce qu'il sait, encore plus ce qu'il ne sait pas. Mais il a sa manière à lui; son trait caché, qui va droit au but, blesse sans meurtrir, pique sans laisser de traces, excepté pour les connaisseurs. Il est très amusant de voir M. Fabre en face d'un député nul: notre confrère est de trop bon ton et de trop bon goût pour lui dire tout court son fait et passer à un autre représentant. Ce député nul avait un adversaire de mérite et de talent; vite M. Fabre s'en empare, le place dans le siège qu'il considère vide et *le peint* de pied en cap: et du coup notre député se trouve apprécié, ses électeurs reçoivent une leçon et un conseil, et le candidat battu est vengé.

C'est ce tour qu'il vient de jouer à M. Cantwell, de Huntingdon, et la justice qu'il vient de rendre à M. T. K. Ramsay, son adversaire. L'appréciation du talent et du caractère de M. Ramsay y est parfaite. Nous nous faisons donc un plaisir et un devoir de le reproduire.

A. J. MOUSSEAU.

(De l'*Evénement* du 23 décembre 1869).

Je ne connais guère le nouveau député de Huntingdon, qui ne s'est fait encore remarquer à la Chambre que par sa tenue sévère et son silence prudent, et je n'en saurais dire autre chose. Dans le cadre qu'il laisse vide, je placerai le portrait de M. Ramsay. Si l'on est d'avis que par là, je marque une préférence et j'indique un choix pour l'avenir, je n'y ai aucune objection.

Doué d'un esprit ardent et droit, plein d'impétuosité, plein de ressources; que l'erreur, même légère, en matière de droit, la moindre déviation des grandes traditions constitutionnelles autant que l'injustice irritent; qui pousse jusqu'à la passion le culte des idées qu'il adopte et jusqu'à la haine l'antipathie contre les hommes qui personnifient la lutte contre ces idées; dévoué avant tout, l'on pourrait dire exclusivement, aux principes conservateurs qui lui paraissent les seuls justes, les seuls que puisse admettre un jugement sain, qui puissent satisfaire une haute raison; plus conservateur que feu lord Derby, méprisant très sincèrement M. Gladstone, certainement incapable de se résigner jamais à vivre sous un gouvernement républicain: M. Ramsay réalise admirablement le type de l'homme politique anglais avant l'avènement de l'école de Cobden et Bright. Même à Westminster, il se serait fait remarquer par l'inflexibilité de son caractère et la hauteur de ses vues; il y aurait marqué sa place aussi par la rigueur de sa dialectique, son érudition profonde, par le tour original et animé qu'il sait donner à tout ce qu'il dit, à tout ce qu'il écrit, la vivacité de ses impressions, la spontanéité et l'abondance de ses idées faisant contraste avec la sobriété de son style. Qu'il parle ou qu'il écrive, il ne délaie pas, il condense; tous les mots portent, toutes ses phrases sont remplies jusqu'au bord: rien ne sonne le vide; nulle part la pensée ne se relâche, partout elle est intense. Du sujet de plusieurs articles, il n'en tire jamais qu'un seul et n'omet que les développements inutiles.

Au barreau, dans les affaires criminelles, comme représentant le ministère public, il n'a guère d'égaux ici. C'est dans ce rôle surtout qu'il a eu occasion de montrer, de déployer ses facultés hors ligne. J'ignore s'il avait dirigé particulièrement ses études et son ambition de ce côté; mais ce que personne n'ignore c'est que du premier moment

où il a mis le pied dans ce domaine, il a pris son rang. Je crois, cependant, que partout il en aurait été ainsi. C'est un de ces esprits qu'on ne prend jamais au dépourvu et qui s'arrangent de façon à atteindre, en toutes choses qu'ils entreprennent, la supériorité.

Dans une société libre, sous un régime constitutionnel, l'exercice légitime des esprits virils, c'est la polémique, c'est la lutte. M. Ramsay l'aime et s'y livre avec ardeur; il recherche les difficultés souvent et ne les évite jamais. Dans le parti conservateur, on ne se bat guère sans lui, et en maintes occurrences, il sort des rangs et entreprend, à ses risques et périls, des expéditions hardies. A ce métier-là, on se fait bon nombre d'ennemis, et les plus modérés outrepassent parfois la mesure. Tous tant que nous sommes, journalistes et polémistes, il nous faut convenir, si nous voulons être sincères, que plus d'une fois nous avons attaqué des gens qu'il aurait mieux valu laisser passer leur chemin, que plus d'une fois nous avons frappé trop fort. Il suffit pour que votre conscience vous acquitte, qu'aucun vil motif ne vous ait inspiré. Personne, à ce titre, n'a plus droit que M. Ramsay au bénéfice des circonstances atténuantes, car c'est l'honneur et le désintéressement mêmes, et il ne recherche dans la lutte que le triomphe de son parti.

Comme tous les hommes dont le mérite porte ombrage, dont la franchise effraie, dont les idées absolues dépassent la moyenne des convictions, M. Ramsay arrivera tard, mais il arrivera. Le moment approche où le parti conservateur sentira le besoin de renforcer ses premiers rangs, de présenter à l'ennemi un front plus imposant et surtout d'offrir à ses amis un plus solide rempart, un plus brillant état-major. Dans la suite d'une longue guerre, tous les soldats sont bons : et c'est plutôt, au retour, en passant en revue vos forces que vous êtes frappé de ce qui vous a manqué, non pour réussir mieux peut-être, mais pour couronner vos conquêtes d'une gloire plus séduisante. L'opinion commence à sentir très vivement l'insuffisance de certaines manœuvres et la médiocreté de certains instruments. Les intérêts ne sont pas complètement rassurés pour l'avenir et l'amour-propre national n'est pas flatté outre mesure.

Le jour où ce travail sourd et lent touchera à terme, M. Ramsay, un des premiers arrivera. Ce serait déjà fait si le public anglais n'avait pas été jusqu'ici, sinon aussi apathique que le nôtre, du moins aussi peu soucieux d'élever le niveau de la vie publique.

A la Chambre, il prendrait tout naturellement, dès ses premiers discours, sa place parmi les hommes dont l'influence compte, en même temps qu'il gagnerait la sympathie par toutes ces qualités fines, délicates, aimables, élevées, qui forment comme l'ornement obligé des esprits de sa trempe.

APPEAL REGISTER—MONTREAL.

December 31.

Webster & Dufresne.—Délibéré discharged.

Leroux & Prieur.—Do.

Laviolette & Corporation Comté de Napierville.—Do.

Cie. Minière de Coleraine & McGauvran.—Do.

Corporation of Sherbrooke & Short.—Do.

Leduc & Beauchemin.—Do.

Weir & Winter.—Do.

Griffin & Merrill.—Do.

Exchange Bank & Carle.—Do.

Bolduc & Provost.—Judgment confirmed.

Rhode Island Locomotive Works & South Eastern Ry. Co.—Two cases.—Judgment confirmed in each case.

Marchildon & Denoon.—Judgment confirmed.

Leger & Fournier.—Judgment confirmed.

Archambault & Lalonde.—Petition for leave to appeal from interlocutory judgment granted.

The Court adjourned to January 15, 1887.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 8.

Dividends.

Re L. N. Bernatchez, Montmagny.—First and final dividend, payable Jan. 19. H. A. Bedard, Quebec, Curator.

Re George Long.—Dividend sheet prepared. W. A. Caldwell, Montreal, Curator.

Separation as to property.

Audélie Bilodeau vs. Jacques F. Goulette, tinsmith, Ste. Julie de Somerset, Jan. 3.

Georgianna Duval vs. Emmanuel Crépeau, lumber dealer, St. J. Bte. de Nicolet, Dec. 30.

Catherine Adelaïde Finn vs. Hugh J. McCready, shoe manufacturer, Montreal, Sept. 27, 1886.

Zoé Leclerc vs. Athanase Dussault, undertaker and joiner, St. Hyacinthe, Dec. 31.