The Legal News.

Vol. X. JUNE 25, 1887. No. 26.

A jury, at a recent trial in New York, returned a sealed verdict in these words:—"We, as a body of jurors, have agreed to disagree." The Court declined to receive the verdict, and the jurors were threatened with punishment for contempt. The foreman defended the verdict on the ground that he had seen it done before. Finally the difficulty was overcome by a consent of counsel that the jury should be discharged. The threat of punishment, we presume, referred to the manner rather than to the matter of the verdict, for jurors, as judges of the facts, have as much right to adhere to their respective views as judges have when they are discharging a similar duty.

The *Law Times*, referring to the attorney general's bill for amending the law respecting the attendance of registrars at marriages in non-conformist places of worship, says:—"It proposes to extend to dissenting ministers the power of solemnizing marriages without the presence of a registrar, which is now possessed by clergymen in orders recognized by the Church of England, and by Quakers and Jews. The proposed privileges are to be confined to those denominations who, in the opinion of the registrar-general, have a central organization sufficient for maintaining discipline among their ministers. A large number of the numerous sects, which are known even by name to few persons outside the registrar-general's office, would be excluded by this last provision. We have had no religious census in England for five and thirty years, but the Irish tables give forty-eight sects which only boast two members apiece, and another fifty whose congregations are all under twenty. The bill is principally designed in the interests of the five great Methodist bodies—the Wesleyans, the New Connexion, the Primitive Methodists, the Bible Christians, and the United Methodist Free Churches—all of whom possess extensive organizations, and, as it requires certain preliminary proceedings to be taken before the registrar, and a return under his hand to be given to the officiating minister, who must be registered, it is difficult to see whom the passing of this long-needed measure can prejudice."

Lord Esher had an opportunity in Court recently to rebut the common idea that appeals were taken almost as a matter of course from Court to Court. The masters in Chancery, his lordship said, make about 35,000 orders in a year. Of these 2,000 reach the judge, 250 the Divisional Court, 75 the Court of Appeal, and last year only one went to the House of Lords. There is nothing unreasonable in this.

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*SUPERIOR COURT—MONTREAL.**

Femme commune en biens—Dommages—Conclusions en faveur de la femme seule.

Jugé,—Que dans une action en dommages pour torts corporels à une femme mariée sous le régime de la communauté, la femme et son mari peuvent tous deux être demandeurs dans la cause en leur qualité de communs en biens; et le fait que les conclusions demandent que la somme réclamée soit payée à la femme est indifférent.—*Gagnon* v. *La Corporation de St. Gabriel*, Jetté, J., 30 avril 1887.

Stipulation for benefit of a third person—Art. 1029 *C. C.*

By an arbitration bond, A agreed to pay the sub-contractors of P, who was the sub-contractor of A, for the construction of the Pontiac Pacific Junction Railway.

R, one of the P's sub-contractors, brought action against P and A, claiming the benefit of the stipulation made in and by the bond.

A pleaded, *inter alia*, that the arbitration was not carried out, no award made, and that the submission became inoperative—Article 1348, C. C. P.

Held,—That the arbitration having fallen through, the submission became inoperative, and the stipulation in favor of R, the third

* To appear in Montreal Law Reports, 3 S. C.

party, was revoked.—*Read* v. *Perrault et al.*, In Review, Jetté, Taschereau, Loranger, JJ., March 31, 1887.

L'acte des licenses de Québec—Certificat—Conseil municipal—Refus de confirmer—Electeurs qualifiés.

Jugé, 1. Que le certificat pour obtenir une licence pour vendre de la boisson enivrante, doit être signé par vingt-cinq électeurs qualifiés au temps de la signature du certificat.

2. Qu'un conseil municipal est en droit de refuser la confirmation d'un certificat dont plusieurs des vingt-cinq signataires, quoique portés sur la liste des électeurs, se trouvent déqualifiés par le fait qu'ils doivent des taxes mnnicipales ou scolaires.—*Wiseman* v. *La Corporation de St. Laurent*, Doherty, J., 14 mai 1887.

Locateurs et locataires—Résiliation de bail—Juridiction—Valeur du bail.

Jugé,—Que dans une action en résiliation de bail où aucune somme d'argent n'est réclamée ni pour comme loyer, ni comme dommages, c'est la valeur du bail qui détermine la juridiction du tribunal; mais que dans le cas où des sommes d'argent ont déjà été payées au locateur, c'est la balance due ou à devenir due en vertu de ce bail qui en fixe la valeur.—*Wood* v. *Varin*, Mathieu, J., 29 déc. 1886.

CIRCUIT COURT.

CHAPEAU (Co. of Pontiac), June 4, 1887.

Before WÜRTELE, J.

VAILLANCOURT v. LIBBEY.

C.C. 1669—*Domestic—Evidence of employer.*

HELD:—1. *That a teamster employed in lumbering operations is not a domestic.*

2. *That a master cannot offer his oath to prove damages occasioned by the misconduct of his servant.*

The plaintiff had been engaged by the defendant as a teamster in connection with certain lumbering operations which the latter was carrying on, and he sued for two months' wages.

The defendant pleaded that the plaintiff had engaged with him for the winter season, that the plaintiff had abandoned his service before the expiration of the term of his engagement, and that by reason of such abandonment and of the plaintiff's misconduct during the time he worked he had suffered damages exceeding the amount of the wages claimed; and he offered his oath, under art. 1669 of the C. C., as to the conditions of the engagement and as to the fact of his having suffered damages and the amount thereof.

PER CURIAM. The article invoked allows the master, in a suit for wages by domestics or farm servants, in the absence of written proof, to offer his oath as to the conditions of the engagement and as to the fact of the payment of the wages. In the latter case, he has to accompany his oath with a detailed statement, showing how the payment was made.

The plaintiff was not a farm-servant. Was he a domestic? A domestic is a servant who lives in his master's house or in its dependencies, and is employed in household work or in other work on the premises,—or in personal care to his master or the members of his family. Rolland de Villargues, *Verbo* Domestique, No. 2. "Je crois donc "qu'on doit réserver la qualification de do- "mestiques aux serviteurs à gages, qui don- "nent leurs soins à la personne ou au mé- "nage du maître,.... et qui, d'ailleurs, lo- "gent et vivent dans sa maison." 3 Aubry et Rau, page 133, note 19. "Les domestiques "proprement dits, c'est-à-dire les gens atta- "chés au service personnel des maîtres ou à "celui du ménage." The plaintiff does not come under this description. He was not employed in household or other work on his master's premises, but worked as a teamster in the woods and elsewhere away from his master's residence. He was therefore not a domestic, and the defendant has consequently no right to offer his oath as to the conditions of the engagement.

As to the other point, the article allows a master to prove the payment of the wages claimed by his oath, on producing at the same time a detailed statement showing the various sums paid and the dates on which they were given. Here the defendant wants

to prove, not a payment made by himself, but the misconduct of his servant; and he further wants to estimate the damages which he suffered by such misconduct. This is altogether beyond the privilege given to masters by the article; and the defendant could not be allowed to prove such misconduct and damages by his oath even if the plaintiff were a domestic.

Application rejected.

T. G. O. Grondin, for plaintiff.
D. R. Barry, for defendant.

CIRCUIT COURT.

CHAPEAU, (Co. of Pontiac), June 4, 1887.

Before WÜRTELE, J.

LANGAN v. MADORE.

Witness—Right to use his own language.

HELD:—*That the parties in pleading or testifying, and witnesses in giving their evidence, have the right to use either the English or the French language.*

The plaintiff, who does not understand the French language, called the defendant as a witness. The first question was put to him in English, but he answered in French. The plaintiff's attorney requested him to reply in English, but he answered that, although he understood English, he was not sufficiently skilled in it to convey his meaning properly in that language. The plaintiff's attorney then asked the court to order the defendant to answer in English, giving as a reason that his client wished the evidence to be given in the language which he understood.

PER CURIAM. Our constitution makes the use of the English and French languages optional in our courts. Section 133 of "the British North America Act," provides in express terms that "either of those languages "may be used by any person, or in any "pleading or process, ... in or from all "or any of the Courts of Quebec." The defendant is a French Canadian, and the language in which he is skilled is the French language. He wishes to use this language before the court and claims his privilege to do so. He has the constitutional right to use that one of the two authorized languages which is his, notwithstanding that his adversary does not understand it. If the plaintiff had appeared in person, I would appoint an interpreter under article 10 of the C. C. P., to assist him; but this is unnecessary as he is represented by an advocate who knows both languages. I allow the defendant to give his evidence in French, as he claims the right to use it.

Application refused.

T. G. O. Grondin, for the plaintiff.
C. P. Roney, for the defendant.

COUR DE CASSATION (CH. DES REQUÊTES).

11 mai 1887.

Présidence de M. BÉDARRIDES.

PROC. GÉN. DE RENNES v. Me X....

Lettre missive—Secret des lettres—Discipline—Avocat—Client—Magistrat offensé—Communication délictueuse.

En aucune matière, il ne peut être porté atteinte au principe de l'inviolabilité du secret des lettres ou moyen de procédés délictueux, ce principe de haute moralité intéressant l'ordre public.

Spécialement une lettre confidentielle, adressée par un avocat à l'un de ses clients habituels, ne peut servir de fondement à une poursuite disciplinaire contre cet avocat, à raison d'expressions ou imputations outrageantes qu'elle contiendrait pour un magistrat, lorsque c'est au mépris de la volonté de son auteur et même du destinataire ou de ses héritiers, qu'elle a été par un véritable abus de confiance communiquée à ce magistrat.

M. le procureur général près la Cour d'appel de Rennes s'est pourvu en cassation contre l'arrêt de cette Cour, en date de 7 mars 1887, rapporté 10 Leg. News, 133.

Ce pourvoi a été rejeté par la Chambre des requêtes aux termes d'un arrêt ainsi conçu :

LA COUR,

Attendu que l'arrêt attaqué constate en fait que la lettre confidentiellement écrite par Me X.... en réponse à la dépêche d'un de ses clients habituels, a été détournée au mépris de la volonté de son auteur et même des héritiers du destinataire, pour être commu-

niquée par un véritable abus de confiance à la personne qu'elle devait offenser;

Attendu qu'en aucune matière il ne peut être porté atteinte au principe de l'inviolabilité du secret des lettres au moyen de procédés délictueux, ce principe d'une haute moralité intéressant l'ordre public; d'où il suit que la Cour de Rennes, saisie d'une poursuite disciplinaire contre Me X... a fait une irréprochable application de la loi en disant qu'il n'y avait lieu de faire état de la lettre incriminée;

Rejette.

TRIBUNAL CIVIL DE QUIMPER.

11 mai 1887.

Présidence de M. PAVEC.

X.... v. J....

Lettres missives—Lettre confidentielle—Secret—Avocat—Détention et usage illicites—Restitution—Dommages-intérêts.

Le fait de disposer d'une lettre missive confidentielle, d'en prendre ou d'en laisser prendre copie et de ne la point rendre à son expéditeur qui seul a des droits sur elle depuis le décès du destinataire, autorise l'expéditeur à demander et à obtenir une réparation pécuniaire et la restitution de la lettre.

Il en est ainsi spécialement du fait du président d'un tribunal de commerce, qui s'approprie une lettre confidentielle écrite par un avocat à son client après la perte d'un procès et qui la transmet au chef du parquet du ressort, pour obtenir une condamnation disciplinaire contre l'avocat en raison d'imputations injurieuses ou outrageantes pour sa personne.

Nous avons déjà rapporté les faits à l'occasion desquels a surgi ce procès:

Après le décès de l'un des clients de Me X..., avocat, survenu en 1886, le notaire, qui procédait à l'inventaire, trouva dans les papiers du défunt une lettre, que l'avocat avait écrite à son client, au lendemain d'un procès qu'il avait plaidé pour lui et perdu en 1883. Cette lettre, qui contenait des appréciations plus que vives à l'égard de l'un des magistrats, qui avait concouru au jugement du procès, fut saisie par le notaire, et envoyée par lui, malgré la protestation des héritiers du défunt, au magistrat qui s'y trouvait visé. A la suite de cette communication, Me X... fut traduit disciplinairement devant le Conseil de l'Ordre qui l'acquitta. M. le procureur général près la Cour de Rennes, ayant interjeté appel de cette décision, la dite Cour, statuant disciplinairement en Chambre du Conseil, rendit à la date du 7 mars 1887, un arrêt rapporté 10 Leg. News, 133, par lequel elle confirmait la délibération du Conseil de l'Ordre et déboutait M. le procureur général de son appel. M. le procureur général s'est pourvu en cassation contre cet arrêt: la Chambre des requêtes a également rejeté son pourvoi par l'arrêt que nous rapportons plus haut.

Me X..., ainsi qu'il l'avait fait pressentir dans sa défense, a assigné devant le Tribunal de Quimper la veuve de son ancien client, le notaire et le président du Tribunal de commerce en restitution de la lettre et solidairement en dommages-intérêts. Une transaction est intervenue entre la veuve du client, le notaire et l'avocat; mais l'action ayant été continuée contre Y..., président du Tribunal de commerce, le Tribunal a statué comme suit:

LE TRIBUNAL,

Attendu que, quelle que soit la voie par laquelle Y.... a été mis en possession de la lettre confidentielle du 30 juin 1883, question qu'en l'état de la cause il n'y a pas lieu d'examiner, il est incontestable qu'il a disposé de cette lettre, qu'il en a pris ou laissé prendre copie et ne l'a pas rendue à son expéditeur qui seul a des droits sur cette missive depuis le décès du client auquel elle était personnellement et exclusivement destinée;

Attendu que le fait de cette détention et de cet usage illicites autorise X.... à demander et à obtenir une réparation pécuniaire qu'il appartient au Tribunal d'arbitrer d'après les circonstances de la cause, et, en même temps, la restitution de l'écrit objet du litige; que cependant, en fixant le délai dans lequel cette restitution devra être effectuée, il convient de tenir compte de la communication du document à M. le procureur général près la Cour d'appel de Rennes;

Par ces motifs,

Condamne Y.... à restituer la lettre du

30 juin 1883, écrite par X.... à son client et toutes les copies que Y.... a prises ou laissé prendre de cette lettre, notamment celle qui a été produite dans l'instance, et le fac-simile qui a été établi; dit que cette restitution aura lieu dans les vingt-quatre heures du présent jugement pour le cas où il l'aurait entre les mains au moment de la signification, et dans les vingt-quatre heures qui suivront la réception par Y.... de ladite lettre au cas où il ne l'aurait pas reçue de M. le procureur général près la Cour d'appel de Rennes, antérieurement à la notification du présent, et ce, à peine de 5 francs de dommages-intérêts par chaque jour de retard;

Condamne Y.... à payer à X.... une somme de 100 francs à titre de dommages-intérêts;

Le condamne aux dépens, exclusion faite des frais de poursuite dont le demandeur s'est désisté, etc....

NOTE.—Celui qui est mis par une erreur ou par une fraude en possession d'une lettre missive confidentielle destinée à un tiers ne peut, contre le gré de l'expéditeur, être admis à faire usage de cette lettre dans son intérêt personnel. V. Cass. 3 mai 1875 (S.75.1.197); Rennes 26 juin 1874 (S.75.2.34); Rennes 7 mars 1887 (Gaz.Pal.87.1.383) et la note. La production de pareille lettre par le tiers est dès lors susceptible de donner lieu à des réparations civiles. V. Cass. 3 février 1873 (D.73.1.468), Comp. aussi: Cass. 12 mars 1886 et le rapport de M. le conseiller Dupré-Lasale (Gaz.Pal.86.1.598).

*RECENT QUEBEC DECISIONS.**

Loi des Licences de 1878—*Tribunal compétent.*

Jugé, Qu'une poursuite pour contravention à "la loi des licences de Québec de 1878," ne peut être jugée par trois juges de paix; et sur un bref de prohibition, la sentence ou conviction rendue par trois juges de paix sera annulée.—*Arseneault* v. *La Corporation de St. Charles*, Angers, J., C. S., Montmagny, 8 mai 1886.

Procédure—Bref d'appel.

Jugé, Que lorsque le bref d'appel n'a été signifié ni à la partie ni à son procureur personnellement pendant le délai fixé par la loi, l'appelant a perdu le droit de signifier le bref d'appel, et l'appel devra être renvoyé.—*Gingras & Choquet*, en appel, 3 fév. 1887.

Billet promissoire—Porteur de bonne foi—Fraude.

Jugé, Que lorsqu'un billet promissoire a été obtenu par fraude, le tiers, qui en est devenu porteur même de bonne foi, ne peut en recouvrer le montant du signataire. — *Banque Jacques Cartier & Lescard*, en appel, 4 déc. 1886.

Preuve—Témoin.

Jugé, 1. Qu'on peut en transquestionnant un témoin, appelé pour prouver la bonne réputation de l'épouse du demandeur, demander à ce témoin s'il a payé tous ses créanciers, et que s'il refuse de répondre la Cour pourra l'y contraindre.

2. Qu'en transquestionnant un autre témoin, une femme mariée, appelée pour prouver la mauvaise réputation de l'épouse du demandeur, il n'est pas permis de lui demander pour la discréditer, si elle a eu des rapports charnels avec un autre que son mari. *Dussault* v. *Bacon*, C. S., Andrews, J., 27 oct. 1886.

Chemin—Ponceau—Action en démolition.

Jugé, Que dans l'espèce actuelle, les appelants étant autorisés par la loi à construire un ponceau (culvert), sur le chemin qui est sous leur contrôle et qui longe la terre de l'intimé, il n'y a pas lieu à une action pour faire démolir ce ponceau. *Les Syndics des Chemins à Barrières de la Rive Sud & Bégin et al.*, en appel, 5 fév. 1887.

Caution judicatum solvi—Frais—Appel.

Jugé, Que, quelques généraux et amples que soient les termes du cautionnement fourni pour le paiement des frais sur une action, instance, ou procès, portee, intentée, ou poursuivi dans cette province, par une autre personne qui n'y réside pas, les cautions ne répondent que du paiement des frais en première instance, et ne sont pas

* 13 Q. L. R.

tenus au paiement de ceux de l'appel.—*Boulet* v. *Levasseur*, en révision, 31 mars 1887.

Slander—Privileged communication.

A statement made concerning a servant, by her late employer, to the keeper of the registry office through whom she had been engaged, and reflecting unjustly upon the character of such servant, will not be considered a privileged communication.—*Fitzgibbons & Woolsey et vir*, in appeal, Feb. 7, 1887.

Husband and wife—Desertion by wife—Order to return.

Held, That the obligation of a wife to reside in her husband's home is conditional upon the furnishing by him of one reasonably fit for her residence.

That inasmuch as by her marriage the wife contracts the obligation to reside with her husband at his home, an action at law accrues to the latter to obtain an order and judgment of the court to compel her obedience to such obligation, and power is vested in the Court to put such judgment into execution.

That a wife needs no further authorization to defend such action than that furnished by the fact of her husband's causing the issue of a writ summoning her to do so.

That the wife's right to the advantages secured to her by marriage contract being conditional upon the observance by her of the obligations incumbent upon her as such wife, she may, if, without lawful reason or cause, she leave her husband's home, and refuse to return thereto, be condemned and ordered to return to her husband and remain and live as his wife, and in default of obedience to such judgment, may be declared to have forfeited all her matrimonial advantages.

That such forfeiture, in the present case, would include also certain advantages secured to the defendant in and by a certain deed of donation *inter vivos* by the plaintiff to his son by a former marriage, made by the plaintiff in view of his intended marriage with defendant.

That such forfeiture will be declared, without prejudice to the execution of such judgment and order to return, and enforcement of obedience thereto, in due course of law.

Quaere, can such judgment and order to return to the conjugal domicile be enforced by *contrainte par corps*, or can her return be procured by force, *manu militari ?—Sansfaçon* v. *Poulin*, S. C., Andrews, J., April 6, 1887.

Election—Recompte.

Jugé, 1. Que l'omission par un sous-officier rapporteur, d'apposer ses initiales sur le dos de tous les bulletins de votes donnés à un bureau de votation, n'invalidait pas ces bulletins.

2. Que nonobstant la disparition des bulletins de votes donnés à un ou plusieurs candidats dans un bureau de votation, le juge doit recompter les suffrages donnés dans tous les autres bureaux de votation.

3. Que vu la disparition de 130 bulletins de votes donnés à un bureau de votation, le juge ne peut pas recompter les suffrages donnés à ce bureau de votation, et doit donner instruction à l'officier-rapporteur d'agir, au sujet de ce bureau de votation, conformément à la sect. 63 de l'Acte des élections.—*Exparte Tremblay*, C. S., Malbaie, Routhier, J., 16 mars 1887.

THE JUBILEE AT THE LAW SOCIETY.

On Saturday, June 4, and on Monday, June 6, the members of the Incorporated Law Society celebrated the Queen's Jubilee by banquets in the Central Hall of the Royal Courts of Justice.

The Lord Chancellor, in responding to the toast of his health, said: I confess I am gratified by the manner in which you received this toast, not only because I am naturally proud of the high office it is my privilege to fill, but also because I have been informed that the members of my own profession were disposed to regard with a jealous, if not with an unfavourable, aspect the legislation which I have proposed to the nation. I am now delighted to have such a contradiction of that statement as I have received, and although I believe that what-

ever law was passed, lawyers, who by virtue of their profession are loyal subjects, would recognise the fact that their primary duty is to enforce the law, yet, without professing any canting view about men being absolutely regardless of their own interests, I believe that that which makes the law cheaper and more popular is ultimately to the personal advantage of members of the profession of the law. You have heard from Lord Chelmsford—and I am delighted to hear him in such an assembly as this, in which I will venture to say that the name of Thesiger must ever be dear—what those whose hearts beat beneath red coats will and can do on behalf of their Queen and country. Some of the most important questions of the world that have ever been decided have been decided in the Courts of law as well as on the field of battle; and as long as you have brave soldiers, loyal subjects, and able and courageous lawyers to fight your battles on fields of battle, in Courts of law, and at sea, you will maintain that same position you have hitherto maintained, not simply by mere brute violence and force, but by the recognition of this great fact, which all in this great hall ought to recognise—that in the result and in the end, truth and justice will finally prevail.

The President, in proposing the toast of 'The Bench and the Bar,' adopted the words of Lord Justice Bowen, used on a recent occasion, that 'justice is administered in this country, immaculate, unspotted, and unsuspected. There is no human being whose smile or frown, no Government, Conservative or Liberal, whose favour or disfavour could start the pulse of an English judge upon the bench or move by one hair's breadth the even equipoise of the scales of justice.' The bar is the portal by which alone the bench is approached and gained, and the bench is the reward of honourable and successful exertion at the bar. As we venerate and respect the bench, so we honour and respect the bar from which our judges proceed.

Lord Esher, in responding for the bench, said: I and the other judges present are here for ourselves and on behalf of all of us to assist in this admirably imagined mode of doing honour to the Queen. We are here, not only as guests, but as fellow-members of the same profession. It is true that our profession is divided into three parts, but the profession is one, and, except when on duty, we are equally members of that one profession. That profession is one of high and peculiar trust, and must be practised not merely with honesty, but with the most scrupulous and delicate honour. That honour strikes us in different ways. The judge knows of nothing in the profession but what is brought before him in a public Court. His honour, therefore, only requires of him that he shall spare no pains or trouble to come to a right decision. The barrister knows of no circumstances in his profession but those which are contained in his brief; but he has a most severe responsibility in determining how much of that which is in his brief shall be disclosed. That which he thinks right not to disclose in Court, he is bound in honour never to disclose at all. But the solicitor, from the necessity of the case, is made to know circumstances of the most delicate kind, and if he were to betray the secrets which must be entrusted to him, he would in many cases destroy the peace of families, and in others the fortunes of multitudes of people. It is upon that division of our profession, therefore, that the delicacy of trust of which I have spoken weighs most heavily, and I am here to-day in order to testify to my most earnest belief and conviction that that delicacy of trust is rarely, if ever, betrayed. I am here on behalf of Her Majesty's judges to say that we come here as members of our one profession for the purpose of showing the respect which we feel, and which everybody feels, for the division to which the great majority of this company belong.

The Attorney-General, in responding for the bar, said: The bench, the bar, and solicitors each have their respective duties. These respective branches and duties have existed for hundreds of years. There will, I have no doubt, be some changes, but I hope none of us will ever be tempted to break down that particular line of difference which now exists between solicitors and the bar. Let the facilities for changing from one branch

of the profession to the other be made as easy as possible. Let those at the bar who think they can work better as solicitors and let those solicitors who think they can get on at the bar have every means of changing afforded to them. But do not, in the interest of our great profession, break down those distinctions which have worked so well hitherto. I need not refer to the mutual confidence and trust that is engendered by the relations between solicitor and client and solicitor and barrister, but I feel sure that most members of the profession will be satisfied that it is to the interest of all its branches that we should remain as we are.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 18.

Judicial Abandonments.

Joseph Corrivault, Sherbrooke, June 13.

Obéline Lefebvre (Jos. Giroux & Co.), Montreal, June 8.

Louis Lavertu, Sherbrooke, June 8.

Curators appointed.

Re Obéline Lefebvre.—C. Desmarteau, Montreal, curator, June 16.

Re Napoléon Fauteux, Upton.—Kent & Turcotte, Montreal, curator, June 8.

Re Alphonse D. Parant, cashier, Montreal.—David Seath, Montreal, curator, June 14.

Re William H. Parsons (W. H. Parsons & Co.), commission agent, Montreal.—S. C. Fatt, Montreal, June 16.

Dividends.

Re Albert P. Benoit.—First and final dividend, payable July 5, J. J. Griffith, Sherbrooke, curator.

Re Edouard Hudon, St. Octave.—First and final dividend, payable July 1, H. A. Bédard, Quebec, curator.

Re Wilson & Cowley.—First and final dividend, payable July 7, J. M. M. Duff, Montreal. curator.

Separation as to property.

Margaret Maria Bond vs. George Barry, Montreal, trader, June 14.

Elizabeth Bruce Gardner vs. Harry Maclaren, trader, Montreal, June 10.

Minutes of Notary transferred.

Minutes of late Robert Trudel, Ste. Geneviève de Batiscan, transferred to David T. Trudel, of same place.

GENERAL NOTES.

Mr. David Dudley Field, at the age of eighty-two, sails for Europe to attend a convention of the Association for the Reform and Codification of the Law of Nations, to be held at the Guildhall, London, July 25th; one of the Institute of International Law, to be held at Heidelberg early in September; and one of the Commercial Law Congress, to be held in Antwerp the last of July.

Was He Properly Briefed?—In the case of *Missouri* v. *Jump*, decided by the Supreme Court of Missouri, December, 1886, 7th Western Rep. 280, the Court said: "Appellant's counsel has not furnished us with a brief on his behalf, and we have been compelled to search the record without such aid. If counsel thinks a cause of sufficient importance to appeal it to this Court, and the errors committed by the lower Court of sufficient magnitude to warrant a reversal of the judgment, he does not discharge his duty to his client if he fails to file an abstract and brief in the case, and has no right to complain if this Court overlooks some point upon which the judgment might have been reversed.'

Citizens and Citizenesses.—In *State ex rel. M'Campbell* v. *County Court* it was held by the Supreme Court of Missouri, February, 1887, that the word 'citizens' included persons of both sexes in determining whether a majority of the 'assessed taxpaying citizens' had signed a petition for the granting of a dram-shop license. 'The rule of construction,' said the Court, 'forbids us to accept the proposition so earnestly and ingeniously contended for by counsel for the relator—viz.: That the word citizens as used in the above section only includes such male citizens as have the right to vote. To give the word this meaning would be in plain disregard of the rule, by restricting its application to a fractional part of the persons falling within the customary meaning of the term citizen.'—*American Law Record.*

A Curious Claim.—According to the *Albany Law Journal*, a jilted suitor recently sued the father of a young lady named Sarah, in the Court of Common Pleas of New York, and alleged that the defendant agreed with the plaintiff, in consideration of the plaintiff, upon the request of the defendant, marrying Sarah, to give his consent to the marriage; and that the plaintiff had expended large sums of money in entertaining Sarah, making costly presents to her, preparing for housekeeping, and incurring other expenses necessary and incident to entering upon family life, at the request of defendant; but that the defendant had refused his consent, and induced Sarah not to marry the plaintiff, and the plaintiff claimed $10,000 damages. While the action was pending Sarah married another man, and the plaintiff married another woman. Upon the eve of trial the plaintiff's presents were returned. A few days before the trial the plaintiff moved for leave to amend his complaint, but the Court denied the motion; and the cause being called for trial a day or two later, the plaintiff's counsel moved for a discontinuance, which was granted on the usual terms, the Court remarking that the case was unprecedented, and that the defendant's contention that the action was not maintainable was correct.