The Legal News.

VOL. XI. AUGUST 4, 1888. No. 31.

The report of a Committee, recently issued, points out the serious injury inflicted on business by congested cause lists. "The paucity of solid commercial actions, which has for some time past noticeably marked the cause list of the Queen's Bench Division, springs, we are satisfied, in a great degree from the absence of those facilities for the speedy and regular trial of such actions to which a great mercantile community would seem to be justly entitled. A solicitor of position and experience has lately written: 'If I dare speak for one side of the profession, let me assert that a much larger number of cases than are now entered for trial would be set down, if we, who have to advise on these matters, were not obliged to point out to clients that any terms out of Court are worthy of acceptance, as against the excitement, anxiety, and loss of time involved in watching the spasmodic progress of the cause list'."

In *Fanshawe* v. *The London & Provincial Dairy Co.*, the plaintiffs, who were the occupiers of certain houses in Halkin Street West, Belgrave Square, claimed an injunction to restrain the defendants from carrying on their trade of dairymen and milkmen at No. 4 in the same street in such a manner as to create a nuisance and to interfere with the comfortable enjoyment of the plaintiffs' residences. The evidence showed that between 11 p.m. and midnight, and again in the early hours of the morning, the defendants' milk churns were loaded and unloaded upon and from vans, a certain amount of noise being thus occasioned. The plaintiffs' witnesses proved that their sleep and rest were thereby interfered with. Mr. Justice Kekewich, in the English Chancery Division, July 18, held that it lay upon the plaintiffs to show that such a nuisance was created as to interfere with their personal comfort, in the sense of the ordinary physical comfort of human beings, according to plain, sober, and simple notions of living. Here the plaintiffs had chosen to reside in a noisy metropolis, and in a street in which the defendants carried on a business necessary to supply the needs of the inhabitants. The defendants used their place of business in a fair and reasonable manner, and a certain amount of noise which would cause inconvenience to sensitive persons, was inevitable in carrying on that business. Judgment was accordingly given for the defendants.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, June 19, 1888.

Present: THE EARL OF SELBORNE, LORD HOBHOUSE, LORD MACNAGHTEN, SIR BARNES PEACOCK, SIR RICHARD COUCH.

ROLLAND (plaintiff,) Appellant, and CASSIDY (defendant), Respondent.

Arbitration—"Amiables compositeurs"—Irregularities in proceeding—Error of judgment.

HELD:—(*affirming the judgment of the Court of Queen's Bench, Montreal**), *that an award will not be set aside, because a mere error of judgment, in a matter not affecting the law or the justice of the case, has been committed by the arbitrators, more especially where they are acting under a deed of submission by which they are expressly appointed amiables compositeurs. And so, where arbitrators were appointed to settle partnership accounts, and a legal opinion, correct in itself, as to the mode of dealing with the accounts, obtained by one of the parties, was communicated to the arbitrators, it was held that the award was not vitiated by such a proceeding.*

THE EARL OF SELBORNE:—Their lordships do not think it necessary in this case to call upon the counsel for the respondents.

The question arises under a reference to arbitration of the accounts of a partnership constituted in the year 1874, for the purpose of certain speculations in lumber, of which either the whole or a considerable part had been previously bought by the co-partners.

The only articles of the partnership material for their lordships to consider are the second and the third. By the second article,

*M.L.R., 2 Q.B. 238.

(the partnership being originally of three, and afterwards by the insolvency and death of one reduced to two), one of the partners, the present appellant, Jean Baptiste Rolland, was made the sole *gérant*—that word is not used in the article—or administrator of the partnership, in these terms :—"All the affairs " and transactions of the partnership shall " be carried on and conducted by the said " partners together, and by common agree- " ment, under the form of Rolland and Com- " pany, by the management of Rolland (one " of them) who alone shall have the agency " and the active administration of the en- " tire affairs of the concern, employing under " his immediate control one or more salaried " persons, as guardians of the place, sellers " and receivers of the wood of the said " partnership. The expenses of the agency " or the commission of the said Rolland " shall be left to the decision of his co- " partners." It was said that they might possibly have exercised that discretion, by not paying him; but it is clear he was meant to have a fair and reasonable commission; and in the course of the arbitration he has had the benefit of that stipulation. That article distinctly made him the agent of his co-partners for the purpose of sole control and sole administration; and as to payment, he was to receive a commission. And, further, the next article shews that the wood which at that time had been bought, and their lordships assume what was afterwards bought also, was deposited upon three closes of land belonging to him. Nothing indeed is expressly said in that article about the payment of rent; but he claimed, and it was agreed on all hands that he was entitled to, rent for the occupation by the partnership of those closes of land belonging to him on which the wood of the partnership was placed. Upon that the only question of law which could arise, as it seems to their lordships, was, not whether the account was to be taken upon the footing expressed in a passage of Mr. Justice Monk's opinion, of a simple agent instead of a partner, but whether it was to be taken on the footing of agency as between himself and his co-partners as well as with reference to his rights as a partner. Taking the question so, their lordships imagine that it would be impossible in any country to construe such words, or to act upon such a provision, except as holding him responsible to his co-partners upon the footing of agency and administration for their benefit; at the same time that beyond all doubt he was entitled to all the rights of partnership. That seems perfectly clear.

Well, the partnership is carried on for some years, and it ends in disputes as to the accounts, and a reference to arbitration, out of which the present question arises. It is not immaterial that by the deed of submission to arbitration, the arbitrators were expressly to act as *amiables compositeurs;* they are characterised by the same words more than once, as "arbitrators and *amiables compositeurs.*" What is the force and meaning of that expression "*amiables compositeurs*" by Canadian Law? We find it in the 1346th Article of the Code of Civil Procedure: "Arbitrators must hear the parties, and their " respective proofs, or establish default " against them, and decide according to the " rules of law, unless they are dispensed " from so doing by the terms of the submis- " sion, or unless they have been appointed as " '*amiables compositeurs.*'" That is to say, if they are *amiables compositeurs*, they are to be exempt at all events from the strictness of the obligations expressed in the previous words: "The arbitrators must hear the "parties, and their respective proofs, or put " them into default, and judge according to " the rules of law." Their lordships would, no doubt, hesitate much before they held that to entitle arbitrators named as *amiables compositeurs* to disregard all law, and to be arbitrary in their dealings with the parties; but the distinction must have some reasonable effect given to it, and the least effect which can reasonably be given to the words is, that they dispense with the strict observance of those rules of law the non-observance of which, as applied to awards, results in no more than irregularity.

Bearing those facts in mind, their lordships must consider what actually took place, and what it is that is complained of. The arbitrators came to a decision after many meetings, and made an award in which they

have stated very fully the questions which they examined, and the view they took of them, the result being that a certain sum is found due upon the result of the account from the present appellant to the firm. It is admitted, or at least it cannot be controverted, having regard to the terms of the Code, that it is not for their lordships to perform the office of the arbitrators with regard to the merits, or to take the accounts, and exercise their judgment upon all the questions which were referred. Their lordships must consider whether anything is shown to have been done which vitiates the award. And in point of fact, from the numerous grounds of objection to the award which are printed at page 236 in the judgment of Mr. Justice Cross, it is manifest that the appellant's case as against the award proceeds not upon any attempt to ask the Court to go into the accounts and review the decisions which the arbitrators came to, but upon the allegation that as to various matters they conducted themselves irregularly or improperly in the performance of their duty; that is the sole question which their lordships have to consider.

What, then, is the ground of this appeal? That upon the questions of law, or question —for it really comes to a single question,— as to the footing on which, under this partnership deed, Mr. Rolland was to account, they received or took, and may be presumed to have been influenced by, certain legal opinions, taking or receiving them in a certain manner, which appears by the evidence.

The facts, shortly stated, seem to be these. In this, as in many other cases of arbitration, there was some appearance of a greater degree of zeal on the part of the arbitrators nominated by the parties for those who nominated them than in the abstract might be desired. One of the arbitrators was named by Mr. Rolland: another was named by Mr. Cassidy, his opponent, and the third was named by the two. It appears by the judgments of the Court below that these gentlemen were well known, and were perhaps the best arbitrators, for a case of this kind, who could have been obtained; and being *amiables compositeurs*, and not bound to proceed with strict form and regularity in everything, though they were, as their lordships assume, bound to proceed according to the substantial rules of justice, they desired to know, in the first instance, whether the position of *gérant* or administrator, under the Article which has been read, made it proper to treat this gentleman, Mr. Rolland, not as a simple partner, but as an accounting party to his partners upon the footing of the agency *primâ facie* constituted by the second Article. They wanted to know whether the law was one way or the other about that. One of them, M. Tourville, the arbitrator named by Mr. Cassidy, he, or Mr. Cassidy, or both of them together, went to a lawyer, Mr. Lacoste, whom Mr. Cassidy had been accustomed to consult as his legal adviser in this and other affairs, and to whose standing and character M. Archambault has this morning borne testimony honorable to both gentlemen. Mr. Lacoste's character was above reproach or suspicion. That he was a gentleman whom, both in this business and in other matters of business, Mr. Cassidy had consulted, was perfectly well known to everybody; and it appears quite clearly, that not Mr. Ward and M. Tourville, as Mr. Justice Monk erroneously assumed in his opinion, but either Mr. Cassidy or M. Tourville for Mr. Cassidy, went to Mr. Lacoste to obtain his opinion upon the question or questions of law which were supposed to lie upon the threshold of the case, and which did in fact lie upon the threshold of the case. That opinion, signed, was obtained, with the accession to it of the opinion of another gentleman, an advocate, M. Béique. As to him also, Mr. Justice Monk appears to have thought that there was some evidence showing that Mr. Ward and M. Tourville had intervened. There is no evidence of the kind. Their Lordships will deal with the case upon the assumption that M. Tourville individually did intervene; but that is a different thing from the intervention in that matter of two of the three arbitrators, constituting a majority. That opinion was obtained by or for Mr. Cassidy without any concealment; it appears on the face of the opinion that it was given on his behalf; it was produced, according to the evidence, to all the arbitrators. According to the evi-

dence it was clearly spoken of and discussed between them all.

It may be right to refer to one or two pas sages in the evidence which make those facts with regard to that opinion perfectly clear. The evidence of M. Tourville, which was referred to by M. Archambault for the appellant, is at page 138, and at the bottom of page 139 he is asked the question:—"*Q.* That "opinion of M. Lacoste was given at the com- "mencement of the enquiry?—*A.* Yes. *Q.* "Was it to you that it was sent?—*A.* I am "not sure. I cannot precisely say. *Q.* Was "it not Mr. Cassidy who sent it you?—*A.* I "cannot say. I know it was sent." Then he repeats that it was communicated at the beginning of the enquiry. "We received the communication"—"we" evidently referring to all the arbitrators. "We read it. We "often spoke of it before Messrs. Ward and "Grier. I cannot say whether all the arbi- "trators read it through. I know that they "had knowledge that it was on the table." Then he is asked whether M. Rolland knew it. He says, "Rolland saw it himself. It "was before us all; and he was present at the meetings." Not only is it clear from this evidence of M. Tourville that Rolland did see it, but there is another place at page 151. When Mr. Grier, M. Rolland's own arbitrator, was examined by his own counsel, he was asked this question:—"Did not Mr. "Rolland tell you in the presence of Mr. Cas- "sidy that he wished to bring Mr. Taillon as "a witness before you, on account of the "opinion given by Mr. Lacoste and filed by Cassidy?" The answer of Mr. Grier, his own arbitrator, is:—"I cannot remember all the con- "versation in detail that went on there, but "I remember that that was the purpose for "which Mr. Rolland brought Mr. Taillon." It was therefore the act of Mr. Cassidy, the known act of Mr. Cassidy, known by everybody, to bring this opinion before the arbitrators as an opinion given on his behalf, by the two gentlemen who subscribed it upon that question of law; and this at all events was perfectly well understood by Mr. Rolland, who in consequence of it produced two other opinions on his own behalf, which are upon the record, opinions of the lawyers whom he consulted. So far as that first opinion is concerned, the only thing which can be called irregularity was the intervention of M. Tourville, one of the arbitrators. Everything was perfectly above-board; it was done for a reasonable and proper purpose, and everybody, M. Rolland included, knew and understood it.

Well, then, next comes the question whether that was an erroneous opinion in point of law? It has not been seriously argued that it was, for it affirms nothing more than what their lordships have already said, and what seems to them to be quite clear upon the terms of the deed of partnership, that this gentleman was answerable for the property which came into his custody on behalf of the firm; and being answerable for that, being paid rent for the place in which it was deposited, being paid a commission for his care and administration of it, he was *primâ facie* chargeable with the quantity of the goods which he admitted having received; and there being a large and important deficiency of no less than 10 per cent. on the whole quantity, he had to explain that in some manner consistent with his duty as agent. If it was not received, *primâ facie* he was accountable for not having taken care that it was received. If it was received, he must explain how it was that this being in his custody, and under his administration, it has disappeared; and it ought not to be charged as a loss to the partnership, except so far as after explanations upon proper evidence it may appear that he is not responsible for it upon the principle applicable to a fiduciary agent for his co-partners. The opinion went no farther than that. It did not prejudge the question on the evidence. It proceeded upon a statement made by or for Mr. Cassidy upon the matters of fact, and upon those assumptions stated conclusions of law which in their lordships' opinion were sound and correct.

Then what afterwards happened? It may be said, and their lordships think it is true, that it would be prudent and discreet for arbitrators, when they desire to put themselves upon the best possible footing of information as to matters of law, to ask all the parties to be present when they communicate with any gentleman whom they may see upon that

subject. But if they cannot be shown to have acted with improper partiality, or for any other purpose than that of being correctly informed about the law, and avoiding mistakes of law, and if they cannot be shown to have been misled as to the law, it seems an extraordinary thing — their lordships would be inclined to think so even in the case of an ordinary arbitration, but certainly when they were acting under this particular law as *amiables compositeurs*—a most extraordinary thing, if they having judged rightly in law, having been rightly advised as to the law, and having taken all the steps which they did take for the sole purpose of getting correct information as to the law, that should be a ground for setting aside the award. What the evidence shows, in point of fact, is that Mr. Ward placed more confidence in another gentleman, Mr. Greenshields, who was supposed in the first instance to have expressed an opinion more or less at variance with that of Mr. Lacoste. What could be more reasonable, if those two gentlemen were willing to meet and confer together, than that they should do so; and unless there was something else wrong, the arbitrators were not upon any conceivable principle wrong in seeking to bring those gentlemen together and learn what the result was. This was done, and, according to the evidence, quite uncontradicted, when Mr. Greenshields met Mr. Lacoste, the apparent difference of opinion disappeared, and they agreed in the substance of Mr. Lacoste's opinion. Then afterwards, the appellant being still dissatisfied, the arbitrators consulted two other gentlemen, M. Trenholme, as to whom not a word is said as to the manner in which his opinion was obtained, and M. Laflamme, and they also were found to agree. All those opinions agreed, they were all right, and their lordships agree with them. What is it then which remains? Why that Mr. Cassidy upon two of those occasions, when Mr. Greenshields and Mr. Lacoste met, and when M. Laflamme was consulted, was present, and the meetings took place at his office; but Mr. Cassidy and the other witnesses say that not only did he not by word or otherwise interfere, but he desired to withdraw, and he was told it was not necessary; and he said nothing, and did nothing which could practically influence anybody; although it would have been more discreet that they should hold no communication with anybody in his presence when the other party was not also present. Yet if it is clear that it was only a legitimate communication, perfectly in good faith, bearing only upon the point of law, and resulting in nothing except correct information about the law—the law not seriously disputed even now before their lordships' Board—it would appear to their lordships to be wrong and unreasonable to set aside an award by arbitrators of this character on those grounds—a mere mistake or error of judgment in a matter not affecting the law of the case, not affecting the facts of the case, not affecting the justice of the case, and under a reference to *amiables compositeurs*.

Their lordships therefore do not think it necessary to go into the question whether with regard to those subsequent communications there was sufficient knowledge of them on the part of Mr. Rolland to bind him upon the footing of acquiescence because he afterwards went on with the arbitration, or to justify the inference that these were among the irregularities referred to at the end of one of his memoranda, and which he there appeared willing to waive. Their lordships, until they had heard the other side, would rather assume the contrary; because the burden of proving a case of waiver and acquiescence is upon the person who suggests it; and their lordships wish it to be distinctly understood that they base no part of their judgment upon that ground. They are satisfied indeed that Mr. Rolland was well aware of the original opinion given by Mr. Lacoste, and the other gentleman, M. Béique, that he knew it had been laid before the arbitrators, and had the fullest opportunity of producing the opinions on his own side which he did produce. To that extent they are satisfied, not that there was a case of acquiescence, but that there was knowledge, and that nobody was misled. It was not a consultation by the arbitrators which was at all irregular; it was an opinion which Cassidy, as a party, brought before the arbitrators to the appellant's knowledge. The subsequent communications of the arbitrators

with the legal gentlemen may not have been known to him; their lordships do not proceed upon the supposition that they were, or that any objection founded upon them was waived; but their lordships are of opinion that there was nothing substantially wrong in those communications, though there may have been an error in judgment in holding them to any extent whatever in Mr. Cassidy's presence when the appellant was not present.

With regard to the opinions which have been given by the learned judges, their lordships think that perhaps it may be expedient to make one or two observations. The opinion given at the time by Mr. Justice Cross, in which, as their lordships understand, all the members of the Court, except Mr. Justice Monk, then concurred, appears to their lordships to be altogether right, and to put the case substantially upon its proper grounds. It is not quite a satisfactory thing that at a later stage other judgments should be written by those who at the time concurred without delivering separate opinions, which may appear to suggest different grounds, especially when those opinions were not sent over with those upon the record. The judgment of Mr. Justice Monk appears to their lordships to proceed upon erroneous views of the effect of the evidence, both as to the conduct and *bona fides* of the arbitrators, and also as to the manner in which the first opinion of Mr. Lacoste was obtained; and it appears to them that those errors deprive that judgment of the weight which otherwise might have been due to it.

On the whole case their lordships will have no difficulty in advising Her Majesty that the appeal ought to be dismissed, and the judgment appealed from affirmed with costs.

Judgment affirmed.

IS NEGLIGENCE CAUSING NERVOUS SHOCK ACTIONABLE?

The most important of the judgments in the Privy Council in the July number of the *Law Journal Reports* is undoubtedly *The Victorian Railway Commissioners* v. *Coultas and Wife*, 57 Law J. Rep. P. C. 69. The fact that the report of so crucial a case occupies so small a space is due to the sparseness of authority on the point, its unfitness for argument at length, the practice of the Privy Council to deliver only one judgment, and the admirable brevity with which Sir Richard Couch states the considerations moving the Committee to advise Her Majesty to reverse the judgment of the Victorian Supreme Court. The decision at which the Committee arrived may be briefly stated to be that damages cannot be recovered for negligence, the consequence of which is solely injury to the nerves. The point turns partly on the law as to causes of action, and partly on the law as to measure of damages, and to separate the two or give each its due weight makes the difficulty of its decision. Nervous shock is, of course, a head of damage, given the cause of action. For example, if a steam engine were used so as to be a nuisance to the neighbours by noise, smoke, and vibration, they could recover damages for injury to health. If a man were to advance towards a delicate woman, pointing a gun or brandishing a weapon, the damage to her nerves might be compensated for, as although she was not touched the act amounts to an assault. If a man negligently lets off fireworks close to a woman's ear, and she rushes away and breaks a limb, he must pay damages; but if she stands her ground she cannot, according to the decision of the Privy Council, recover for the wear and tear to her nerves, even if she is made ill by it.

The former of these two last cases is governed by the celebrated case of *Sneesby* v. *The Lancashire and Yorkshire Railway*, 45 Law J. Rep. Q. B. 1, in which Lord Cairns delivered the judgment of Lord Coleridge, Baron Bramwell, and Mr. Justice Brett with a conciseness which Sir Richard Couch happily imitates. Sneesby's beasts were being driven to market at night on their way from a railway station across one of the railway company's level crossings. A train of trucks was, through carelessness, let slip in shunting. The beasts took fright, and several of them rushed down the road, charged a fence, and ran violently on to the line, where they were found next morning dead. Lord Cairns says "the result of the defendants' act was two-

fold—firstly, the cattle became separated from their drivers; and, secondly, became frightened and infuriated, and were thus driven to do that which under ordinary circumstances they would not have done; what subsequently happened was a continuous act." Unless men are, in the eye of the law, of less account than beasts, this law would apply to anyone who lost his or her head near a railway through the negligence of the company's servants, ran on the line, and was injured by a passing train. If the present decision be right, and the beasts had only been frightened and not injured themselves physically, but had gone off condition, so that they did not find buyers, their owner could not recover. Probably he could recover if the beasts in their fright had gored one another, which shows at all events that the line of distinction is very fine. The facts of the case from Victoria, to which these principles had to be applied, were of a kind very likely to recur in these days of crowded life. The plaintiff and his wife were driving in a buggy from Melbourne to Hawthorne on an evening in May after nine o'clock. At a level crossing over the defendants' line they found the gates shut. The gatekeeper opened them, saying, "All right," and crossed the line to open the gates on the other side. The buggy followed over the first lines and partly the second, when the gatekeeper suddenly turned round with his lamp and shouted, "For heaven's sake, go back, the train is coming." The plaintiff saw the train bearing down on the buggy and said, "Open the gate quick." The gatekeeper tried to open the half of the gate in front, turned to the other half of the gate and opened it, the plaintiff moved round the end of the closed half and got across the line, but not through the gate, just as the train passed. It was no wonder that the lady who was sitting passive in the buggy, seeing the train come down and the gatekeeper fumbling at the gate, suffered a severe nervous shock. The jury gave damages, and the full Victorian Court, consisting of Mr. Justice Williams and two other judges, upheld the verdict. There was no doubt of the negligence of the gatekeeper, and the company failed to make any point in regard to contributory negligence, probably for the good reason that the plaintiff did the best thing that could have been done under the circumstances, and if he had turned back he and his wife would have met with their death. There was no doubt of the injury to the plaintiff's wife, and that the damages would not be too remote if she had been physically injured, and the sole point was whether physical injury was essential.

Sir Richard Couch, after fairly and carefully stating the facts, and pointing out that the injury was caused solely by the fright of the plaintiff's wife seeing the train approaching, and thinking they were going to be killed, says: "Damages arising from mere sudden terror, unaccompanied by any actual physical injury, but occasioning a nervous or mental shock, cannot under such circumstances, their lordships think, be considered a consequence which, in the ordinary course of things, would flow from the negligence of the gatekeeper. If it were held that they can, it appears to their lordships that it would be extending the liability for negligence much beyond what the liability has hitherto been held to be." Sir Richard Couch fortifies this position by stating that no case had been cited of this kind. This reasoning, however, seems to go rather too far. The liability for negligence no doubt was framed in days when there were no railway trains, and the nerves of our ancestors were stouter than ours. "Is not the liability capable of development to meet modern requirements?" Sir Richard Couch says: "No; because the difficulty which now often exists in the case of alleged physical injuries of determining whether they were caused by the negligent act would be greatly increased, and a wide field opened for imaginary claims." But the imaginary claim may be made to enhance the damages when there is physical injury, and it is hardly a good reason for denying a cause of action, that resort to it may be abused. We cannot help thinking that the last word has not been said on the subject. The law of Victoria is the law of England, but the decision of the Privy Council does not bind the English Courts, and it may be hoped that when the point comes before them they will take a little less material view of the injuries, which may

fairly be said to deserve compensation if produced by the negligent act of a third person.—*Law Journal.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 14.

Judicial Abandonments.

Walter W. Beckett and Francis Chamberlin, traders, Sherbrooke, July 3.

Télesphore Brassard, trader, St. Jean Chrysostôme, July 5.

Fabien Bussière, trader, parish of St. André Avellin, July 11.

Dividends.

Re J. V. Dugal, St. Roch.—First and final dividend, payable July 27, D. Arcand, Quebec, curator.

Re J. B. E. Venner.—Composition of 45c. in the $ accepted, R. Turner, Quebec, curator.

Re J. D. Westgate, Lachine.—Second and final dividend, payable July 23, J. McD. Hains, Montreal, curator.

Quebec Official Gazette, July 21.

Judicial Abandonments.

André Duprés, trader, St. Hyacinthe, July 14.

Curators Appointed.

Re Médéric Bouchard, trader, Les Eboulements.—H. A. Bedard, Quebec, curator, July 18.

Re J. B. Couture.—C. Desmarteau, Montreal, curator, July 17.

Re Alex. Dandurand.—Kent & Turcotte, Montreal, joint curator, July 17.

Re Hormidas Laplante.—G. H. Henshaw, Jr., St. Hyacinthe, curator, July 6.

Re Joseph Guay, St. Paul's Bay.—H. A. Bedard, Quebec, curator, July 18.

Re François Quesnel, Montreal.—Kent & Turcotte, Montreal, joint curator, July 13.

Dividends.

Re Beaudet & Chinic, Quebec.—Second dividend, 5c., payable Aug. 11, E. W. Methot and D. Rattray, Montreal, joint curator.

Re Hélène Nugent, Chicoutimi.—First dividend, payable Aug. 4, H. A. Bedard, Quebec, curator.

Re Pierre Martin, Laprairie.—First and final dividend, payable Aug. 15, A. J. A. Roberge, Laprairie, curator.

Separation as to Property.

Mary Angelia Derrick vs. Charles Henry Sawyer, trader, parish of St. George de Clarenceville, July 12.

Appointments.

A. B. Longpré, to be Prothonotary of the Superior Court for the district of Montreal.

J. S. Honey, to be Clerk of the Superior Court, said district, sitting in revision.

A. Cherrier, to be Clerk of the Circuit Court, said district.

Gaspard Archambault, N.P., to be Clerk of the Circuit Court for the County of Montcalm.

Joseph E. Gagnon, N.P., to be Clerk of the Circuit Court for the County of Rimouski, at St. Jérôme de Matane.

Quebec Official Gazette, July 28.

Judicial Abandonments.

Lewis G. Brown, Magog, doing business under the name of "The Magog Hosiery Company," July 21.

Archibald Cousineau, Montreal, July 23.

Curators Appointed.

Re Walter W. Beckett *et al.*—A. McKay, Montreal, and J. J. Griffith, Sherbrooke, joint curator, July 23.

Re Télesphore Brassard, St. Jean Chrysostôme, Bilodeau & Renaud, Montreal, joint curator, July 19.

Re Fabien Bussière, St. André Avellin.—Kent & Turcotte, Montreal, joint curator, July 18.

Re André Duprés.—J. O. Dion, St. Hyacinthe, curator, July 25.

Re Frank Stafford & Co., wholesale dealers in boots and shoes, Montreal.—A. F. Riddell, Montreal, curator, July 24.

Re J. Bte. Pontbriand & Co.—C. Desmarteau, Montreal, curator, July 24.

Dividends.

Re A. T. Constantin & Co.—Fifth and final dividend, payable August 6, H. A. Bedard, Quebec, curator.

Re Olivier W. Côté.—First dividend, payable August 14, C. Millier and J. J. Griffith, Sherbrooke, joint curator.

Re Widow Octave Fugère.—First and final dividend, payable August 11, C. Desmarteau, Montreal, curator.

Re vacant succession of late Cyrille Chandler.—Dividend of 10c., payable July 11, Moses Corey, Stanbridge East, curator.

Re Flavien Genest.—Dividend, payable August 20, Kent & Turcotte, Montreal, joint curator.

Separation as to property.

Maria Alida Duval vs. Emile J. Gauthier, clerk, Montreal, July 23.

Georgine Gaudette vs. Narcisse Dansereau, grocer, St. Henri, July 26.

GENERAL NOTES.

AN APPEAL WANTED.—Two cases occurred last week illustrating again the urgent necessity of power being given to review the decisions in criminal matters. The case of Alice Woodhall, to which attention has been directed in these columns upon other points, is one of very great hardship. The prisoner was committed by Sir James Ingham at the Bow Street Police Court under the provisions of the Extradition Act, for forgeries alleged to have been committed in New York as far back as 1882, and extradited to New York. The evidence was but the barest, and consisted of mere opinion as to the handwriting, and the commitment was made in the face of a cable message stating that the deposition of the witness who attested the signatures had then already been posted, and would arrive in two or three days. This deposition was afterward read in the Court of Appeal, and showed the absolute innocence of the prisoner, yet neither the Court of Appeal nor the Divisional Court had power to review the decision of the magistrate. Upon being brought before the magistrate at New York she was at once discharged. Another case is that of Albert Travis, who was convicted of murder, and whose sentence was, owing to the exertions of his solicitors, commuted to penal servitude for life. After the lapse of two years the Home Secretary was induced, after great pressure, to take the matter up, and at his instance the circumstances were reviewed by Lord Esher, with the result that the prisoner was immediately released.—*Law Times (London).*