The Legal News.

VOL. XII. JANUARY 12, 1889. No. 2.

The over zealous parson furnishes an interesting case,—*Preeper* v. *Reg.*—for this week. In Nova Scotia, a jury before whom a trial for murder was in progress, were allowed the privilege of attending divine service on Sunday. The clergyman appears to have imagined that he was more competent to instruct them than the Court, and addressed them pointedly on the proper discharge of the important duty before them. His remarks appearently leaned to the side of clemency, but the jury were not influenced in that direction, and a conviction followed. The prisoner then sought to obtain an advantage from this indiscreet interference with the jury, but the Supreme Court of Canada, affirming the decision of the Court of Crown Cases Reserved for Nova Scotia, holds that, although the remarks of the clergyman were highly improper, it could not be said that the jury were influenced by them, so as to affect their verdict. The clergyman, it may be hoped, will manifest less zeal and more discretion in the future.

Mr. Parnell, in an authorized interview, places the cost of the trial with the *Times*, to which reference was recently made, at not less than $50,000 for his side, and £150,000 for the *Times*, amounting in all to about a million dollars. The greater part of this vast sum, of course, goes in the search for evidence, and the expenses of witnesses, and it is difficult, from the present position of the inquiry, to set any limit to the final amount of these disbursements.

The Court of Review at Montreal, in *McIntyre* v. *Armstrong*, M. L. R., 4 S. C. 251, decided last term that cases taken under the summary procedure Act of last session (51-52 Vict. (Q.) ch. 26), were not entitled to precedence before the Court of Review. The Court found no provision in the Act justifying the precedence asked for. It is also obvious that if this numerous class of cases (including actions on promissory notes and mercantile accounts), were accorded precedence, the whole term might often be absorbed in hearing them, and other cases would be postponed indefinitely.

SUPREME COURT OF CANADA.

OTTAWA, Dec. 14, 1888.

Ontario.]

PURDOM v. BAECHLER.

Partnership—Dissolution—Debt of retiring partner—Mortgage of partnership property for—Liability of remaining partner—Accommodation note—Collateral security—Voluntary payment of.

N. borrowed an accommodation note from P. and gave it as security for part of the purchase of a mill. N. and B. afterwards went into partnership and gave a mortgage on partnership property for the debt partly secured by said note which remained in the hands of the mortgagees. The partnership was eventually dissolved, B. assuming the payment of the debts including the mortgage. P. paid the note and the amount was credited on the mortgage. In an action by P. to recover the amount so paid from B., the latter denied all knowledge of the note.

Held, (reversing the judgment of the Court of Appeal, RITCHIE, C. J., and FOURNIER, J., dissenting), that there was evidence to show that B. had, in settling the partnership accounts, adopted the payment made by P. to the mortgagees, but if that was not so, the payment of the note by P could not be regarded as a voluntary payment, and it having enured to the benefit of B. he could recover the amount from him.

Appeal allowed with costs.

Park & Purdom, solicitors for appellants.
Idington & Palmer, solicitors for respondents.

Manitoba.]

CAMERON v. TAIT.

Principal and agent—Authority of agent—Excess of—Ratification by principal—Agent for two principals—Contract by.

M. a machine broker at Winnipeg, was appointed, by authority in writing, agent for P. T. & Co., manufacturers of mill machinery at Port Perry, to sell their machinery in cer-

tain districts. M. was also agent for the D. Engine Co., manufacturers of steam engines and steam machinery, at Toronto.

C. T. & Co., lumber manufacturers at Rat Portage, ordered from M. a saw-mill and machinery complete, of a specified cutting capacity, for which they agreed to pay a fixed price. M. agreed by letter to furnish such mill and machinery for the price named.

M. procured the mill and machinery from P. T. & Co., and the power for working it from the D. Engine Co., and delivered them to C. & M. at Rat Portage. It proved, however, that the mill would not cut the quantity of lumber agreed on, and P. T. & Co. undertook to put in new machinery, but on C. & M. refusing to make certain payments before delivery of the same, it was not put in. In an action by C. & M. against P. T. & Co., for breach of warranty:

Held, (affirming the judgment of the Court below, RITCHIE, C. J., and FOURNIER, J., dissenting), that the contract by M. for the sale of both the mill and power as a single transaction and for a lump sum, was in excess of his authority as agent of P. T. & Co.; and the contract was, therefore, one with M. personally, and the judgment of nonsuit in the Court below was right.

Held, also, that unless both P. T. & Co. and the D. Engine Co. joined in adopting the contract and in warranting each other's goods as well as their own, there could be no ratification of the sale by either.

Appeal dismissed with costs.

Aikin, Culver & Hamilton, solicitors for appellants.

J. W. E. Darby, solicitor for respondents.

Ontario.]

PALMER v. WALLBRIDGE.

Mining lease—Construction of—Reservation of rent — Conditional on quantity of ore raised—Dead or sleeping rent—Right to terminate lease.

In a lease of mining lands the reddendum was as follows:—"Yielding and paying there-" for unto the party of the first part one dol-" lar per gross ton of the said iron stone or " ore for every ton mined and raised from " the said lands and mine, payable quarterly on" (specifying the days).

The lessees covenanted as follows:—"That " they will dig up and mine and carry away " in each and every year during the said " term a quantity of not less than 2000 tons " of such stone or iron ore for the first year, " and a quantity of not less than 5000 tons " a year in every subsequent year of the said " term, and that they will pay quarterly the " sum of one dollar per ton as aforesaid for " the quantity agreed to be taken during " each year for the term aforesaid." There was a proviso in the lease that in case ore should not be found or obtained in reasonable or paying quantities, the lessee could terminate the lease, and also a provision that if the rent paid in any quarter should exceed the quantity of ore raised, such excess should be applied towards payment of the first quarter thereafter in which more than the said quantity should be taken.

Held, affirming the judgment of the Court of Appeal, RITCHIE, C. J., and FOURNIER, J., dissenting, that the proper construction of these provisions was to make the lessees liable to pay the rent reserved in any event, and not having exercised the right of terminating the lease, they were not relieved from the rent by the fact of ore not being found in reasonable or paying quantities.

Appeal dismissed with costs.

Bell & Biggar, solicitors for appellant.

Francis T. Wallbridge, solicitor for respondent.

Ontario.]

MERCHANTS BANK OF CANADA v. MCKAY.

Surety — Bank customer — Course of banking business—Renewals of notes—Forged Renewals — Negligence of Bank — Relief of Surety.

M. became surety to a bank to secure a named indebtedness of a firm dealing with the bank and also future advances. By the terms of his agreement of suretyship M. was to be liable for all promissory notes, etc., of the customer of a certain date, and "all renewals, substitutions and alterations thereof." The renewals of certain of the notes proved to be forgeries. In a suit by the bank against the surety:

Held, per RITCHIE, C. J., FOURNIER and TASCHEREAU, JJ., affirming the judgment of

the Court of Appeal, that the bank having parted with the good paper of the customer, to which the surety had a right to look for security, and accepted therefor forged and worthless paper, the surety was, to the extent of such forged paper, released from his liability to indemnify the bank.

Held, per STRONG, J.—That as the evidence showed the bank to have acted without negligence the surety was not so relieved.

Per GWYNNE, J.—That a reference having been ordered to take an account of the amount of the paper said to be forged, the consideration of the surety's liability should be postponed until a report was made on such reference.

Appeal dismissed with costs.

Smith, Rae & Green, solicitors for appellants.

MacDonald, Merritt & Shepley, solicitors for respondents.

From Exchequer Court.]

GRINNELL v. THE QUEEN.

Customs duties—Importation of article composed of parts—Rate of duty—Duty on completed article—Subsequent legislation.

G., manufacturer of a device made of brass and called an automatic sprinkler, wishing to import it into Canada, interviewed the appraiser of hardware at Montreal, exhibited to to him the sprinkler, and explained its construction and use, and was told that it should pay duty as a manufacture of brass. G. imported a number of the sprinklers in parts, and paid the duty as directed by the appraiser. After three shipments had been made the sprinklers and tools for making it were seized by the customs officials, and an information laid against G., under sections 153 and 155 of the Customs Act of 1883, for smuggling, making false invoices, under-valuation, and knowingly keeping and selling goods illegally imported. There was no provision in the Act imposing a duty on parts of articles imported.

Held, (reversing the judgment of the Exchequer Court of Canada), that the customs law not imposing a duty on parts of a completed article imported as this was and the importer having acted in good faith and taken all possible steps to ascertain his liability to the customs authorities, there was no foundation for the charges laid in the information which should be set aside, and the claimant's property restored to him.

Held, also, that the passing of an Act subsequent to the proceedings against G., providing for the imposition of duties on such parts of completed articles, was a legislative declaration that such duty was not previously provided for.

Appeal allowed with costs.

D. Girouard, Q. C., solicitor for claimant.

O'Connor & Hogg, solicitors for the Crown.

Ontario.]

HALDIMAND ELECTION CASE.

Controverted Elections Act—Wilfully inducing voter to take a false oath—Farmer's son—Loss of qualification—R. S. C., c. 9, ss. 91, 92 and 93.

At the trial of an election petition alleging that F. H., an agent of the respondent did, at a polling station, induce one T. N. to take a false oath at the poll and to vote at said election, though not qualified to do so, it was proved that F. H. represented the respondent as scrutineer at the poll under a written authority, and that J.N., who was on the list, qualified as a farmer's son, offered himself to vote at the polling place in that capacity. His vote being objected to, and being requested to take the farmer's son's oath "T," he hesitated, and then F. H. insisted upon his taking the oath and told him that his vote was perfectly good. The farmer's son's oath "T" was then read to him by the returning officer, and he took it and voted. As a matter of fact, T. N.'s father had died before the final revision of the list, and at the time of the election T. N. was in occupation of the land as owner.

Held, that for the purposes of the election F. H. was the respondent's agent, and that he was guilty of a wilful offence against sec. 90 of ch. 8, 49 Vic., and the election was declared void under section 93, STRONG and GWYNNE, JJ., dissenting.

Per STRONG, J.—That at the scrutiny of the votes before the trial judge, the petitioner is entitled to prove that voters whose names

were on the list as farmers' sons were not qualified as such at the time of the election.

Appeal allowed with costs.

Aylesworth & Colter, for appellant.

D. McCarthy, Q. C., for respondent.

OTTAWA, Dec. 15, 1888.

Nova Scotia.]

PREEPER v. THE QUEEN.

Criminal law—Trial for felony—Jury attending church—Remarks of clergyman—Witness—Medical expert—Admissibility of evidence of.

During the progress of a trial for felony the jury attended church, in charge of a constable, and at the close of the service the clergyman directly addressed them, remarking on the case of one Millman, who had been executed for murder in Prince Edward Island, and told them that if they had the slightest doubt of the guilt of the prisoner they were trying, they should temper justice with equity. The prisoner was convicted.

Held, affirming the judgment of the Court of Crown Cases Reserved for Nova Scotia, that although the remarks of the clergyman were highly improper, it could not be said that the jury were influenced by them so as to affect their verdict.

A witness on a trial for murder by shooting, called as a medical expert, stated to the Crown prosecutor that "there were *indicia* in "medical science by which it could be said "at what distance from the human body the "gun was fired." This was objected to, but the witness was not cross-examined as to the grounds of his statement. He then described what he found on examining the body of the murdered man, and stated the maximum and minimum distances at which the shot must have been fired.

Held, STRONG and FOURNIER, JJ., dissenting, that the opening statement of the witness established his right to speak as a medical expert, and it not having been shown by cross-examination, or by other medical evidence, that his statement was untrue, his evidence was properly admitted.

Appeal dismissed with costs.

Henry, Q.C., & Harrington, Q.C., for appellant.

J. W. Longley for respondent.

Quebec.]

BARNARD v. MOLSON.

Opposition en sous ordre—Moneys deposited in hands of prothonotary—C. C. P., art. 753.

Held, per RITCHIE, C. J., STRONG and TASCHEREAU, JJ., affirming the judgment of the Court of Queen's Bench, Montreal, M. L. R., 3 Q. B. 348, that where moneys have been voluntarily deposited by a garnishee in the hands of the prothonotary, and the attachment of such moneys is subsequently quashed by a final judgment of the court, there being then no longer any moneys subject to a distribution or collocation, such moneys cannot be claimed by an opposition *en sous ordre*: the claimant's recourse in such a case is by *saisie-arrêt*, founded upon the affidavit and formalities required for that proceeding.

FOURNIER and GWYNNE, JJ., dissenting, on the ground that, as the moneys were still subject to the control of the court at the time the opposition *en sous ordre* was filed, such opposition was not too late.

Appeal dismissed with costs.

Lacoste, Q.C., & Beique for appellant.

Laflamme, Q.C., & Robertson for respondent.

Quebec.]

ALLEN v. THE MERCHANTS' MARINE INSURANCE COMPANY.

Marine insurance—Conditions of policy—Validity of—Art. 2184 C. C.

Held, affirming the judgment of the Court of Queen's Bench, Montreal, M. L. R., 3 Q. B. 293, a condition in a marine policy, that all claims under the policy should be void unless prosecuted within one year from date of loss, is a valid condition and not contrary to art. 2184 C. C., and all claims under such a policy will be barred if not sued on within the said time.

Per TASCHEREAU, J.—The debtor cannot stipulate to enlarge the delay to prescribe, but the creditor may stipulate to shorten that delay.

Action dismissed with costs.

Ritchie for appellant.

Hatton, Q.C., for respondents.

Quebec.]

BRISEBOIS v. THE QUEEN.

Reserved Crown case—Ch. 174, secs. 246 and 259, R. S. C.—Construction of.

B., having been found guilty of having feloniously administered poison with intent to murder, moved to arrest the judgment on the ground that one of the jurors who tried the case had not been returned as such. The general panel of jurors contained the names of Joseph Lamoureux and Moïse Lamoureux. The special panel for the term of the court at which the prisoner was tried contained the name of Joseph Lamoureux. The sheriff served Joseph Lamoureux's summons on Moïse Lamoureux, and returned Joseph Lamoureux as the party summoned Moïse Lamoureux appeared in court and answered to the name of Joseph Lamoureux, and was sworn as such juror without challenge when B. was tried. On a case reserved it was:

Held, per RITCHIE, C. J., and TASCHEREAU and GWYNNE, JJ., that the point should not have been reserved by the judge at the trial, it not being a question arising at the trial within the meaning of sec. 259, ch. 174, R. S. C.

Held, also affirming the judgment of the Court of Queen's Bench, that sec. 246, ch. 174, R. S. C., clearly covered the irregularity complained of. STRONG and FOURNIER, JJ., dissenting.

Appeal dismissed with costs

Leduc for appellant.

Mathieu & Gormully for the Crown.

Quebec.]

LONGUEUIL NAVIGATION CO. v. THE CORPORATION OF THE CITY OF MONTREAL.

39 V., c. 52 (P. Q.)—Constitutionality of—By-law—Ultra vires—Taxation of ferry boats—Jurisdiction of harbor commissioners—Injunction.

By 39 Vic., ch. 52, sec. 1, sub sec. 3, the city of Montreal is authorized to impose an annual tax on "ferrymen or steamboat ferries." Under the authority of the said statute the corporation of the city of Montreal passed a by-law imposing an annual tax of $200 on the proprietor or proprietors of each and every steamboat ferry conveying to Montreal for hire travellers from any place not more than nine miles distant from the same, and obtained from the Recorder's Court for the city of Montreal a warrant of distress to levy upon the appellant company the said tax of $200 for each steamboat employed by them during the year as ferry boats between Longueuil and Montreal. In an action brought by the appellant company, claiming that the provincial statute was *ultra vires* of the provincial legislature, and that the by-law was *ultra vires* of the corporation, and asking for an injunction, it was:

Held, 1. Affirming the judgment of the Court of Queen's Bench, Montreal, M. L. R., 3 Q. B. 172, that the provincial legislation was *intra vires*.

2. Reversing the judgment of the Court below, that the by-law was *ultra vires*, as the words used in the statute only authorize a single tax on the owner of each ferry, irrespective of the number of boats or vessels by means of which the ferry should be worked.

3. Affirming the judgment of the Court below, that the jurisdiction of the Harbor Commissioners of Montreal within certain limits does not exclude the right of the city to tax and control ferries within such limits.

Appeal allowed with costs.

Archambault, Q.C., for appellants.

Ethier for respondents.

Quebec.]

JOLIETTE ELECTION CASE.

Election petition—Commencement of trial—Order of Judge staying proceedings during session of Parliament—Power to adjourn—Recriminatory charges—Sections 32, 31, ss. 4, 33, s. s. 2, 35, ch. 9, 49 Vic.—Bribery by agent.

Where the proceedings for the commencement of the trial of an election have been stayed during a session of Parliament by an order of a judge, such trial, if commenced within six months from the date of the presentation of the petition (the session of Parliament being excluded in the computation of time) is a valid trial and within section 33 ch. 9, 49 Vic.

After the trial has been commenced the trial judge may adjourn the case from time to time, as to him seems convenient.

The judge at the trial of the election petition against the return of the sitting member, cannot proceed to adjudicate upon recriminatory charges against the defeated candidate when the claim to the seat for such candidate has been abandoned by the petitioners.

An act of bribery committed by an agent of the sitting member who has been cautioned by him to comply strictly with the law, will avoid the election.

Appeal dismissed with costs.

Cornellier, Q. C., & Ferguson, for appellant.

Choquette, for respondent.

Nova Scotia.]

FOOT v. FOOT.

Will—Absolute bequest—Subsequent restrictions—Effect of—Repugnancy.

A will contained the following clause:—"I "order and direct that the whole balance of "proceeds of the estate be divided into twelve "equal parts, five of which I give and devise "to—(C. M.)--four of which I give and de-"vise to—(A. E. F.).... But in no case shall "any creditor of either of my children or any "husband of either of my children, daughters, "(C. M. and A.E.F.) have any claim or de-"mand upon the said executrices, etc., but "their respective shares shall be kept, and "the interest, rents and profits thereof shall "be paid and allowed to them annually."

In an action by C. M. and A. E. F. to have the said shares paid over to them untrammelled by any trust, they claiming that the absolute bequest could not be cut down by doubtful words or by implication, and that the restriction as to claims of husbands and creditors was repugnant and illegal:

Held, affirming the judgment of the Court below (20 N. S. Rep. 71,) that the clear intention of the testator was that the principal of the said devise should be retained by the executors, and only the rents, etc., paid to the devisees during their lives.

Appeal dismissed with costs.

Henry, Ritchie & Weston, solicitors for appellants.

Graham, Tupper & Parker, solicitors for respondents.

Nova Scotia.]

ROBERTSON v. PUGH.

Marine Insurance—Warranty as to date of sailing—Limitation of action—Proof of loss—Protest—Inaccurate statement in.

A policy on the hull of a vessel contained this clause: "Warranted to sail not later than 3rd December, 1882." And that on the freight the following: "Warranted to sail from Charlottetown not later than 3rd December, 1882." The vessel left the wharf at Charlottetown on December 3rd, but meeting with bad weather, she came to anchor some two or three miles from the wharf, but within the harbor of the port, and proceeded on her voyage on December 4th.

Held, affirming the judgment of the court below (20 N. S. Rep., 15), that there was a compliance with the warranty in the policy on the hull, but not with that in the policy on freight.

An action on a marine policy was prescribed to twelve months from claim for loss or damage being deposited at the office of the assurers. The vessel being lost, a protest was deposited at the office of the insurers, which stated the voyage to have commenced at a date later than that warranted by the policy. Subsequently the master, who had signed the protest, deposited with the insurers a declaration stating that the vessel had sailed at a date within the policy, and that he had mis-stated the date in the protest through ignorance of the language of the country in which it was made. An action was brought on the policy within twelve months from the depositing of the amended statement, but more than twelve months from the service of the protest.

Held, also, affirming the judgment of the court below, that the protest was a claim for loss or damage within the meaning of the condition in the policy, and the action was too late.

Appeal dismissed with costs.

Henry, Ritchie & Weston, solicitors for appellants.

Graham, Tupper, Borden & Parker, solicitors for respondents.

COURT OF QUEEN'S BENCH.

(CROWN SIDE.)

AYLMER, December 10, 1888.

Coram MALHIOT, J.

Ex parte JUCY, a juror.

Foran, for the juror, requested his discharge on the ground that he was an alien, and that the right to act as a juror was a political privilege enjoyed by British subjects only.

The application was granted.

(T. P. F.)

SUPERIOR COURT.

[In Chambers.]

AYLMER, January 3, 1889.

Before WURTELE, J.

Ex parte OUIMET.

Habeas corpus—Commitment.

A writ of *habeas corpus* to bring up the prisoner who had been committed on a charge of assault and battery, was issued.

Foran, for the accused, urged that the commitment should have shewn that the complainant had prayed for a summary trial (*Rev. Stat. Can.*, c. 178, s. 73), and was without warrant.

His Honor, referring to Burns' Justice, Vo. Commitment, pp. 852, 870, remarked that he would consider the law had been complied with, if the conviction set forth the prayer of the complainant; but as upon enquiry made, it was found that no conviction in writing existed, the prisoner was liberated. The learned Judge added that either the conviction or commitment should have shewn that the magistrate had jurisdiction, as the charge was not cognizable in a summary manner, except under certain circumstances.

Prisoner discharged.

(T. P. F.)

*SUPERIOR COURT—MONTREAL.**

Acceptance of cheque—Powers of Bank acting as agent for other Bank—Compensation.

HELD:—1. That a Bank acting as agent for another Bank is not authorized, in the absence of express agreement, to cash a cheque drawn upon the principal Bank, but unaccepted by it.

2. That a telegram from the President of the principal Bank to a stockholder therein, stating that certain funds are at his credit, is not an acceptance of a cheque drawn by the stockholder upon the receipt of such telegram for the amount of the funds, such telegram adding nothing to the legal obligation of the principal Bank towards the stockholders to pay the cheque when duly presented for payment, if there were then funds at his credit to meet it and no legal hindrance to its payment existed.

3. That no compensation arises between the principal Bank and its agent, entitling the latter to set off monies paid under an unaccepted cheque upon the principal Bank against monies held by the agent and due to the principal Bank.

4. That a custom of bankers cannot be put in evidence unless it has been specially pleaded.—*Maritime Bank* v. *Union Bank of Canada*, Tait, J., Nov. 30, 1888.

Billet promissoire — Echéance — Demande de paiement—Presentation.

JUGÉ:—1o. Que pour un billet promissoire fait à *quinze jours de vue*, le délai de paiement ne commence à courir qu'au jour de la présentation du billet.

2o. Qu'une demande de paiement seule ne suffit pas, qu'il faut qu'elle soit accompagnée de la présentation du billet.—*Cousineau* v. *Lecours*, Loranger, J., 30 mai 1888.

Causes sommaires—Privilége—Audition.

JUGÉ:—Que les causes de la Cour Supérieure intentées sous l'*Acte concernant la procédure quant à certaines matières commerciales et autres, requérant célérité*, 51-52 Vict. (Q.), ch. 26, 1888, appelées communément "causes sommaires" n'ont pas de préséance devant la Cour de Révision.—*McIntyre* v. *Armstrong*, en révision, Taschereau, Würtele, Tait, JJ., 19 déc. 1888.

APPEAL REGISTER—MONTREAL.

Friday, December 21, 1888.

Gilman & The Exchange Bank of Canada.—Judgment reversed, with costs of second class; Church, J., *diss.*

Dubreuil & La Banque de St. Hyacinthe.—Judgment confirmed.

* To appear in Superior Court Reports, M. L. R., 4 S. C.

Jones & Fisher.—Judgment confirmed; appeal dismissed with costs of first class. Motion for leave to appeal to the Privy Council, granted.

Grand Trunk Railway Co. & La Corporation de la Ville de St. Jean.—Judgment reversed; Bossé, J., *diss.*

Cie. Chemin de Fer de Jonction de Montréal & Champlain & Ste. Marie.—Judgment confirmed; Bossé, J., *diss.*

Lewis & Walters.—Judgment confirmed.

Lusignan & Rielle.—Judgment reversed; Tessier, J., *diss.*

Evans & Moore.—Judgment reformed, with costs of first class.

The Court adjourned to Jan. 15, 1889.

CONTRITION AND REPARATION.

On December 20, in the Queen's Bench Division, an application was made *In the Matter of Frederick Deakin, a Solicitor*, on behalf of the Incorporated Law Society. It appeared that he was admitted in 1879, and had been for some years managing clerk to Messrs. Bright, of Nottingham, and they had given him, as a candidate for office, a letter of recommendation to the Home Secretary. In March last he confessed with great contrition that he had for some time retained various sums received in the course of his employment, which he accounted for by his having been under great pressure. He had made every reparation in his power, giving a list of the sums taken, and he promised to set apart a third of his earnings to make up the deficiency. He pleaded hard for mercy on account of his wife and family.

Lord Coleridge said the case was a very distressing one, and had caused his learned brother and himself some anxiety. He always felt it a duty of the Court to watch the conduct of those whom the Court accredited as its officers, and to punish heavily cases of misconduct. But cases varied in their character, and though this was in some sense a bad one, it was in other points of view not so bad as others. This gentleman had been entrusted with an important branch of business, and when he began, he was from some causes heavily embarrassed, and unhappily took the money of his employers. Now, in one sense there could be no distinction in offences—stealing was stealing, and this gentleman had taken the money of his employers. Still there was the distinction pointed out in the case cited—that the solicitor had not taken the money in the character of a solicitor. Then it was to be considered that he had shown the deepest contrition, and had done his utmost to make reparation, and, having fortunately obtained another situation, he had promised to pay one-third of his wages to his former employers to make up their loss. These were all things to be considered, and his learned brother and himself thought them sufficient to justify them in abstaining from the extreme sentence of exclusion from the profession. They thought that a suspension for eighteen months would be sufficient, provided the solicitor fulfilled his promise of setting aside a third of his income for his former employers. He was a young man and a graduate of Oxford, and such a sentence as was imposed would be sufficiently severe. He desired to add that he hoped Messrs. Bright would be content with this sentence, and would abstain from further proceedings.—Mr. Justice Manisty concurred.—*Law Journal.*

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 5.

Judicial Abandonments.

Pierre Dubé, trader, St. Sauveur de Québec, Jan. 2.
Chancy W. Getty, hotel-keeper, Sweetsburg, Dec. 22.

Curators appointed.

Re Godfroi Caron, trader, Cap St. Ignace.—H. A. Bedard, Quebec, curator, Jan. 3.

Re Peter Dillon.—C. Millier and J. J. Griffith, Sherbrooke, joint curator, Dec. 31.

Re Joseph Lamarche, tanner, St. Jacques.—J. E. Ecrement, St. Jacques, county of Montcalm, curator, Dec. 26.

Re George Mauger, trader, Ste. Adelaide de Pabos.—H. A. Bedard, Quebec, curator, Jan. 3.

Re H. E. Pelletier, trader, Ste. Louise.—H. A. Bedard, Quebec, curator, Jan. 3.

Re Ross Brothers, Shawville.—J. McD. Hains, Montreal, curator, Dec. 26.

Re Toussaint & Co., grocers, Quebec.—H. A. Bedard, Quebec, curator, Jan. 2.

Dividend.

Re Damase Z. Bessette, Montreal.—First and final dividend on proceeds of sale of lots, open to objection until Jan. 30.