The Legal News.

Vol. XII. JUNE 15, 1889. No. 24.

The Archbishop of Canterbury, May 11, rendered an elaborate judgment on the protest to the jurisdiction made by the Bishop of Lincoln on his appearance (*ante*, pp. 85, 93). The Archbishop reviewed the cases for five centuries back, and relied chiefly on that of *Lucy* v. *The Bishop of St. Davids*. In that case the bishop moved for a prohibition on the ground that he was "not cited to appear in any court whereof the law takes notice, for the citation is that he should appear before the Archbishop of Canterbury, or his vicar-general, in the hall of Lambeth House, which is not any court whereof the law takes notice." The prohibition was refused by the King's Bench. The bishop brought a writ of error before the House of Lords, but it was not received. The Archbishop, therefore, in the present case of *Read* v. *The Bishop of Lincoln*, decided that the Court had jurisdiction, and overruled the protest.

The repose obtained by Mr. Justice Papineau during a long *congé*, we much regret to learn, has not sufficiently restored the health of the learned judge to permit him to resume work, and his withdrawal from the bench is now a definite fact, the *Canada Gazette* of June 15 recording the appointment of Mr. Siméon Pagnuelo, Q.C., in his place. Mr. Justice Papineau was called to the bar in 1851, and appointed to the bench of the Superior Court 1st September, 1876. The learned judge was distinguished by a deep sense of the responsibilities of the judicial office and an earnest desire to discharge the duties faithfully. His judgments were carefully considered, and clearly expressed. No man more thoroughly conscientious, or more anxious to do justice, ever sat on the judgment seat. These qualities were universally appreciated by the bar, and the premature termination of Judge Papineau's judicial career has been sincerely lamented.

In the popular excitement over the Jesuit settlement question, it is satisfactory to note the unbounded confidence which all parties express in a decision of the courts. As the majority of judges have at one time or another been engaged in politics, perhaps the agitators do not really believe the politicians to be so black as they paint them. If so, it is fortunate; for it is evident that a considerable proportion of Canada's judges in the future must be drawn from the 188 members of Parliament who voted against disallowance. It is impossible to suppose that all the light and learning are on the side of the famous thirteen who voted the other way; and in any case, the legal strength of the minority would make up but a small court.

In summing up in the case of *Parker* v. *The Bricklayers' Union, No.* 4, before the Court of Common Pleas of Hamilton county, Ohio, Judge Buchwalter observed: "Workmen may combine for the honest purpose of benefiting their order by encouraging favorable terms to their employers in the purchase of material, and to procure contracts for such contractors as employ members of their union; but they become engaged in illegal enterprise whenever they agree to accomplish their purpose by threats, intimidation, violence, or like molestation, either toward the apprentice, the expelled member, the non-union workman, the contractor and employer, the material man, or the owner who proposes to make a contract. The like rule of legality or illegality applies to the contractor or employer, as to the purpose for which he may become and act as a member of the so-called 'boss contractors' union. The threat may be by word, gesture, sign or tone, and when you consider whether any particular line or course of conduct, or thing said or done, has menace or threat in it, you must consider all the circumstances under which the thing is said or done, what reasonably was the intent sought to be conveyed by the person uttering the word or doing the thing. The intent reasonably conveyed must be to do some wrongful thing to the person or property, and in violation of the legal right of the one sought to be influenced. The intimidation meant is the effect of such things, said or done, or threat made, as reasonably put one in fear, and control his free-

dom of action, or thus compel one to act out the will of another instead of his own will." The verdict of the jury was in favor of the plaintiff. The London *Law Journal* says "the terms of the charge correspond somewhat closely with that of Baron Bramwell in *Regina* v. *Druitt*, 10 Cox C. C. 593. In *The Mogul Steamship Company* v. *McGregor, Gow & Co.*, 57 Law J. Rep. Q. B. 541, Lord Coleridge put the gloss on them that a combination to treat a man with a black look was an indictable offence, which Lord Bramwell repudiated in a letter to the *Times*, and at the same time gave an authorized version of his words."

COUR DE MAGISTRAT.

MONTREAL, 21 février 1889.

Coram CHAMPAGNE, J.

THIBODEAU v. GIROUARD, et GIROUARD, *opposant.*

Compensation—Dette liquide—Jugement et dette litigieuse—Intérêt.

JUGÉ:—1o. *Qu'un jugement obtenu devant une Cour de justice peut être compensé par un compte d'épiceries pour lequel il y a contre le créancier, porteur du dit jugement, une action pendante.*

2o. *Que néanmoins, si l'offre de compensation ne comprend pas les intérêts sur le jugement, elles sont insuffisantes.*

PER CURIAM.—Le demandeur ayant obtenu jugement pour $22.50 et frais taxés à $8.55 le 18 janvier 1889, avec intérêt du 22 novembre 1888, le défendeur lui offrit de déduire ce jugement de $22.50 plus $5.05 pour frais d'un compte pour épiceries de $41.73 qu'il avait contre lui, et pour lequel une action était alors pendante à la Cour de Circuit; jugement ayant été rendu depuis en faveur de l'opposant. Le demandeur refusa d'accepter ces offres de compensation et fit saisir. De là l'opposition. Il y avait lieu à la compensation, suivant les autorités ci-dessous, mais la compensation devait couvrir également les intérêts du jugement; l'opposant n'ayant pas offert de compenser les dits intérêts dus et le montant entier des frais, les offres sont insuffisantes.

Opposition renvoyée.

Autorités: C. C. art. 1188; *Froste* v. *Esson*, 3 Rev. de L. 475; *Desjardins* v. *Tassé*, 2 L. C. L. J. 88; *Angers & Ermatinger*, 2 L. C. L. J. 158; *Bélisle* v. *Lyman*, 15 L. C. J. 305; *Ross* v. *Brunet*, 5 R. L. 229.

J. S. Leroux, avocat du demandeur.

G. Mireault, avocat du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTREAL, 25 février 1889.

Coram CHAMPAGNE, J.

MACQUEEN v. BESSETTE.

Offres réelles—Insuffisance—Consignation.

JUGÉ:—*Que l'allégation dans la plaidoyer d'une somme insuffisante pour les offres réelles est une erreur fatale et ne peut être corrigée à l'audition du procès, bien que le montant exact fut consigné en Cour.*

PER CURIAM.—Le défendeur admet le compte, dit avoir offert $3.00 avant l'action, renouvelle ses offres par son plaidoyer, dit qu'il consigne au greffe la somme de $3.00, et par le certificat du greffier au dos du plaidoyer, il appert que $3.75 ont été déposés. L'action réclame $3.75 et n'est pas contestée quant au montant. Ces offres sont insuffisantes, l'article 542 du C. P. C. exige que les offres soient renouvelées en entier par le plaidoyer, et le montant offert déposé au greffe de la Cour.

Autorités:—*Valiquette* v. *Nicholson*, 9 Leg. News, 106; *Fraser* v. *Nicholson*, 10 Leg. News, 59; C. P. C. 542.

Jugement pour le demandeur.

R. S. Weir, avocat du demandeur.

Mtre Lavallée, avocat du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 7 mars 1889.

Coram CHAMPAGNE, J.

GIROUARD v. GAGNÉ.

Prescription—Interruption—Preuve testimoniale—Article 1235 *C.C.*

JUGÉ:—1o. *Que l'on peut prouver par témoins la reconnaissance d'un compte prescrit, et la*

promesse de le payer, lorsque ce compte est pour une somme de moins de $50.00.

2o. *Que le droit d'action, dans ce cas, commence à courir le jour de la promesse de payer.*

3o. *Que l'article* 1235 *du Code Civil n'est pas applicable au cas actuel, cet article ne se rapportant qu'au cas où la dette excède la somme de* $50.00.

J. M. Larivière, avocat du demandeur.

Augé & Lafortune, avocats du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 7 mars 1889.

Coram CHAMPAGNE, J.

HUNTER v. LA CITÉ DE MONTRÉAL.

Dommages contre les corporations municipales—Prescription—Frais.

JUGÉ:—1o. *Que toute action en dommage contre une corporation municipale, à cause du mauvais état des chemins, est prescrite par trois mois par le S. R. C., ch.* 85, *s.* 3.

2o. *Que cette prescription est absolue et doit être appliquée quoique non plaidée, mais l'action sera renvoyée sans frais.*

L'action du demandeur est en dommage pour la somme de $25.00. Le demandeur allègue qu'en passant sur la rue Notre Dame il brisa sa voiture à cause du mauvais état de la rue; dans ce temps la corporation était à faire paver la rue en asphalte, et la rue était embarrassée par les matériaux nécessaires à cette fin, sans qu'il y eut aucune barrière pour arrêter les voitures, ni rien qui indiquat que la rue n'était pas passable.

La défenderesse plaida par une défense générale, mais, à l'argument, elle prétendit que l'action était prescrite en vertu du Statut Refondu du Canada, ch. 85, sec. 3, où une prescription de trois mois est établie pour les actions en dommages contre les corporations municipales.

La Cour a maintenu cette prétention de la défenderesse.

Autorités:—S. R. C., ch. 85, sec. 3; Statuts *Revisés* du C. 2 vol. p. 2413; Q. L. R. vol. 13, p. 315 (Q.B.)

Action renvoyée sans frais.

Oscar Gaudet, avocat du demandeur.

R. Roy, avocat de la défenderesse.

(J. J. B.)

CORPORATIONS AS TRUSTEES AND GUARDIANS.

In *Minnesota Loan and Trust Co.* v. *Beebe*, it was held by the Supreme Court of Minnesota, Jan. 11, 1889, that a law granting to annuity, safe-deposit and trust companies power to act as guardians of the estates of insane persons is valid. The Court said: "The contention of counsel seems to be that the Legislature has no right to grant to any corporation the power to act in any such fiduciary capacity. The sum of his argument is that such a statute is in derogation of the common law or conflicts with prior statutes, and is impolitic. But none of these considerations go to the question of the validity of the Act. With our preconceived ideas on the subject it might seem somewhat inappropriate to intrust the person of a minor to the custody of a corporation; but perhaps experience will prove that the objections to this are largely artificial and imaginary. But this question does not arise in this case. While the statute authorizes these corporations to act as guardians of both the persons and estates of minors, it only authorizes them to act as guardians of the estates of insane persons. This action pertains solely to the estate of the ward, and the fact that the Probate Court has assumed to appoint the plaintiff guardian of both his person and estate will not, although unauthorized as to the former, affect the validity of the appointment as guardian of the estate. To the appointment of corporations, organized for that special purpose under well-guarded statutes, to the position of trustee of a trust, executor of a will, administrator or guardian of an estate, or other place of trust involving the custody and management of property only, there can be no possible objection on either constitutional grounds or considerations of policy. The common law grounds upon which it was held that corporations could not act in any of these fiduciary capacities were purely artificial. The reason given by Blackstone why a corporation aggregate could not act as an executor or administrator is that it could not take the necessary oath; but even at common law in England this technical difficulty was evaded by the corporation naming an agent, called a 'syndic,'

to whom letters were issued. Moreover, it is of course entirely competent for the Legislature to dispense altogether with an oath in such cases. Another reason often assigned why a corporation could not act as a trustee, was that as a court of equity often enforced a trust by laying hold of the conscience of the trustee, therefore, inasmuch as a corporation has no conscience, it is not qualified to act as trustee. The reason most commonly given why a corporation could not act as trustee, executor, guardian or in other such fiduciary capacity, was that such an appointment involved a personal trust, and therefore a corporation lacked one of the essential requisites of a good trustee—personal confidence. 1 Perry Trusts, section 42. But at least as to trusts, technically so called, this doctrine has long since been exploded, even at common law, as too artificial. *Vidal* v. *Girard's E'xrs*, 2 How. 187. And there are now numerous instances in which corporations have been expressly empowered by statute to administer estates, and neither the validity nor policy of such legislation has ever before, to our knowledge, been questioned. 1 Mor. Priv. Corp., sec. 357. In fact, in many of the States, particularly the older ones, this is fast becoming the favorite method of administering estates and executing trusts. The facts that such corporations have perpetuity of existence; that they are less liable than natural persons to sudden fluctuations of fortune; that being organized for that special purpose, they can administer estates more efficiently and economically; and that in case of large estates, it is often difficult to find a natural person who is both able and willing to accept the trust and give the necessary bonds—have suggested the necessity and created the demand for such organizations."

WILL—PRECATORY TRUSTS.

In *Phillips* v. *Phillips*, Jan. 15, 1889, the New York Court of Appeals determined a nice question of construction. A will gave testator's wife all his property, amounting to about $100,000, and named her executrix, and proceeded: "If she find it always convenient to pay my sister C. B. the sum of $300 a year, and also to give my brother E. W. during his life the interest on $10,000 (or $700 per year), I wish it to be done." The Court held that a trust was created, contingent only on the widow's "convenience," and not dependent on her volition. "The substantial argument in her behalf," said Finch, J., "is that a devise and bequest of the whole property, sufficient in its terms to carry the absolute ownership, will not be cut down by a later provision, unless that is clear and definite, and manifests such purpose and intention; that the words, 'I wish it to be done,' are not a direction or command, but the mere expression of a desire intended to influence, though not to control, the action of the wife in dealing with what is absolutely hers. The whole strength of this argument lies in the use of the word 'wish' by the testator. It is claimed to be not sufficiently imperative or unequivocal to master the discretion involved in the absolute ownership previously given, and to rise only to the level of a request or suggestion. But the word 'wish' used by a testator is often equivalent to a command. If in this will he had said, 'I wish all my property to go to my wife,' and, naming her as executrix, had ended his will, neither she nor we would have questioned that the devise was effectual. We gave that force to the word in a case involving other circumstances which left little room for doubt. *Bliven* v. *Seymour*, 88 N. Y. 469. It is true that in both the supposed and the decided case no other meaning could be given to the word 'wish' than that of 'will' or 'direct,' while here the narrower and less imperative interpretation is possible; but that fact only makes more difficult the duty of determining in which sense the word was employed in the will before us, and ascertaining the purpose and intent of the testator. He left no children. His duty, as it is evident he understood it, was first and primarily to his wife, and next to his sister and brother. He left an estate worth $100,000, and knew that his wife possessed in her own right $40,000 more. The primary duty to his wife he met by giving to her all his property. The duty to those of his own blood he performed either by a bequest of the annuities to them charged upon

the gift to his wife so long as that charge should prove no inconvenience to her, or by leaving those annuities wholly to her discretion himself, merely seeking to influence, but not to control her choice. And so we are to ascertain, if we can, which is the truth, or that there is such doubt as to make the general devise conclusive. 'If she finds it;' that is, if experience shows it; if the facts at the time of payment prove to be such; if her financial condition as it shall then exist enables her to pay easily. The expression contemplates, not her choice or preference, but her pecuniary situation after the experience or management of one or more years, and it indicates his purpose to have been to charge the annuities upon the sweeping gift to his wife, provided only, that in her experience of the future it should turn out that the payment of those charges would occasion her no inconvenience. 'If she finds it always convenient;' that is, on each occasion—at the date of every payment. The use of the word 'always' implies a conviction in the testator's thought, which would quite naturally exist, that in view of the large estate he had given his wife, and her own ample fortune, it would usually and ordinarily, when the time of payment came, prove to be easy and convenient for her to spare the money for that purpose, but that such a state of facts might not always and upon every occasion exist; that in her management of the property there might come misfortune reducing or destroying income, or some exceptional increase of expenses due to an under-estimate of incurred expenditure, and, if that happened at any one or more of the times of payment, he desired that not she, but his sister and brother, should bear the consequent inconvenience. In these words of the testator, his purpose and intention, I think, is sufficiently disclosed. He did not mean to make the payment of the annuities dependent upon the mere choice or will of his wife, but upon her ability to pay them without inconvenience to herself. Given that ability, he says: 'I wish it to be done.' The words are not 'I wish her to do it,' or 'I hope she will feel it to be her duty,' or 'I trust she will see the propriety of such payment to be made;' but 'I, the testator—dealing with my own bounty to her—I wish it to be done; it is my wish, not hers, that I put behind the annuities.' It is observable, also, that in the gift to his wife he does not add words that could seem inconsistent with a subsequent charge upon it, as, 'for her own use and benefit,' or 'to her and her heirs forever,' but leaves the path to a trust or a charge unobstructed, so far as possible. It is perfectly well settled that what are denominated 'precatory words,' expressive of a wish or desire, may, in given instances, create a trust or impose a charge. Without a detailed consideration of the cases, it is quite clear that, as a general rule, they turn upon one important and vital inquiry, and that is whether the alleged bequest is so definite, as to amount and subject-matter, as to be capable of execution by the court, or whether it so depends upon the discretion of the general devisee as to be incapable of execution without superseding that discretion. In the latter case there can neither be a trust nor a charge, while in the former there may be and will be, if such appears to have been the testamentary intention. The distinction is clearly drawn and was acted upon in *Lawrence* v. *Cooke*, 104 N. Y. 632. The word there used was 'enjoin,' in itself a more imperative word than 'wish;' and yet a trust or charge was denied, because by the terms of the command the payment to the granddaughter was placed wholly within the discretion of the residuary devisee, and could not be touched by the court without its utter destruction. The provision to be made was at such times, in such manner, and in such amounts as the devisee should judge to be expedient, and controlled only by what her own sense of justice and Christian duty should dictate. It was added, that if she had been enjoined to make suitable provision out of the residuary estate, a charge would have been created; for what would be 'suitable' could be determined as a fact, and would be independent and outside of the mere choice or whim of the devisee. If the word had been 'wish' instead of 'enjoin,' the result could not have been different upon either branch of the conclusion. The doctrine is clearly and strongly stated in *Warner* v. *Bates*, 98 Mass. 277, and had an early illus-

tration in *Malim* v. *Keighley*, 2 Ves. Jr. 532. I have examined the cases in our own court prior to *Lawrence* v. *Cooke*, and have found in none of them a departure from the doctrine there asserted, or a judgment in hostility to it. The primary question in every case is the intention of the testator, and whether in the use of precatory words he meant merely to advise or influence the discretion of the devisee or himself to control or direct the disposition intended. In such a case we must look at the whole will, so far as it bears upon the inquiry, and the use of the words 'I wish' or 'I desire' is by no means conclusive. They serve to raise the question, but not necessarily to decide it. We are convinced that in the present case the testator meant to charge upon the gift to the wife the annuities to his sister and brother, provided only that their payment should not occasion her inconvenience."

DEFRAUDING A GAS COMPANY.

In the Police Court, Montreal, June 5, Mr. Desnoyers pronounced judgment in the case of Scriver vs. S. Fox, tailor, Notre Dame Street. The charge was for having unlawfully used the gas of the Montreal Gas Company without their consent. His Honor said:—The law governing this case is the statute of the United Canadas, 10 & 11 Vic. c. 79, sec. 18, which reads thus:—"Be it enacted, that if any person shall lay or cause to be laid, any pipe or main to communicate with any pipe or main belonging to the said company, or in any way obtain or use its gas without the consent of the directors or their officer appointed to grant such consent, he, she or they shall forfeit and pay to the said company the sum of twenty-five pounds, and also a further sum of one pound for each day such pipe shall so remain, which said sum together with the costs of suit in that behalf incurred, may be recovered by civil action in any court of competent civil jurisdiction." By a subsequent statute the jurisdiction is extended to this court.

The evidence is to the following effect:—

On the 20th March last, the defendant, a shop-keeper and gas consumer for some years back, being indebted in a certain amount for gas due and payable since the 14th of February previous, the company sent to his place, No. 2250 Notre Dame Street, to turn off the gas at the metre in default of immediate payment. The defendant failing to pay the bill, the gas was turned off by means of a tight cork introduced as is usually done in the pipe outside the metre. This was done by one of the officers of the company in the presence of another officer, and was well done to my satisfaction, notwithstanding the attempt made to disprove that fact. On the same day, in the afternoon, the defendant came to the office of the Gas Company and, having paid his bill, asked the company to let on the gas anew. This they were inclined to do, provided the defendant paid $1, being the emolument required in all such cases according to the charter and by-laws of the company. The defendant refused to pay this dollar and left the office, stating that he should rather the company would take away their metre than pay the additional sum; the company by its officers then agreed to take away their metre, but did not agree to allow defendant to use their gas thereafter. Notwithstanding that the gas had been cut off, the defendant continued to use it as theretofore. On the 10th of April last the company were informed for the first time by their officer, who is in the habit of taking statements of gas metres as to the quantity of gas consumed, that the defendant so continued to use the gas. The defendant pretended that the plugging of the pipe must have been done imperfectly, as he never experienced any trouble in getting his supply of gas as formerly, after it had been cut off on the 20th of March, as aforesaid. The defendant has produced witnesses to establish this fact, but has not destroyed the evidence of the company proving that the gas was really stopped on that day. Nothing in the evidence can show that the plugging was not well done; but there are circumstances to show that the cork was taken away by the defendant himself. He had full opportunity to let on the gas himself, and he knew how easily it could be done, having twice before passed through the same experience under similar circumstances. By my direction, pending the trial, the gas metre in question

was ripped open, and no cork was found inside of it, only a very small particle, such as might have fallen in when the cork was picked out with a knife, as is usually done. The defendant was using the gas in the name of F. Ship since September, 1886, though he had previously used it in his own name, and is still indebted to the company for gas consumed in the year 1886. So that upon the evidence I have no doubt at all but that the gas was turned off by the company on the 20th of March last, and was let on again by the defendant himself, or by someone under his direction, without the knowledge of the company. It must be remarked that the infraction here prosecuted is not for stealing the gas. I am satisfied that the defendant did not intend to steal it, but simply wanted to avoid paying the emolument of $1 claimed by the company to let on the gas again. So I have not to deal with a case of larceny, but simply to ascertain if the gas was used without the consent of the company. Not a word of proof is offered to show that the company consented or even assented to the defendant resuming the use of its gas, and all the circumstances of the case show that they were not so willing. The penalty imposed is such a severe one ($100) that it caused me to hesitate, but being satisfied that this severity has been intentionally introduced in the law in order to protect the company against those who might be disposed to use their gas clandestinely, I hold it is my duty to convict. The Statute says: "That if any reason shall lay or cause to be laid any pipes, etc, etc." Here the defendant did not lay or cause to be laid any pipe, but the statute goes further, and says: "Or in any way obtain or use its gas without the consent of the directors or their officer appointed to grant such consent, he, she or they shall forfeit and pay to the said company the sum of twenty-five pounds," etc. The statute also imposes a fine of one pound ($4) for each day such pipe shall so remain. Inasmuch as there was no pipe laid by the defendant to communicate with the company's pipes there is no occasion for the penalty of the additional fine of (£1) one pound per day, but judgment must go in favor of the company for £25 ($100) and costs.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, June 8.

Judicial Abandonments.

Wilfrid Etienne Brunet, druggist, St. Sauveur de Québec, June 3.

Pierre Coutu, Joliette, June 4.

Eugène Dallaire, trader, Ste. Germaine du Lac Etchemin, May 25.

John Ogilvy, merchant, Montreal, June 3.

Curators appointed.

Re Hilaire Brulé, St. Barthélemi.—Kent & Turcotte, Montreal, joint curator, June 5.

Re J. Bte. Day, Montreal.—Kent & Turcotte, Montreal, joint curator, June 4.

Re Joseph Dubé, trader, St. Sauveur de Québec.—H. A. Bedard, Quebec, curator, June 3.

Re George Guay, Yamachiche.—Kent & Turcotte, Montreal, joint curator, June 4.

Re L. M. Perrault & Co.—Kent & Turcotte, Montreal, joint curator, June 4.

Re Léon L. Raymond, trader, parish of L'Ange Gardien, May 25.

Dividends.

Re Napoléon J. Bertrand, harness-maker, Coaticook.—First and final dividend, payable June 25, W. L. Shurtleff, curator.

Re Michel Chenard, Fraserville.—First dividend, payable June 25, H. A. Bedard, Quebec, curator.

Re W. R. Crepeault, Kamouraska.—First and final dividend, payable June 25, H. A. Bedard, Quebec, curator.

Re H. A. Gagné, Fraserville.—First and final dividend, payable June 25, H. A. Bedard, Quebec, curator.

Re Joseph Guay, Baie St. Paul.—Second and final dividend, payable June 25, H. A. Bedard, Quebec, curator.

Re J. McIver & Co.—First and final dividend, payable June 25, W. A. Caldwell, Montreal, curator.

Re Montreal Soap & Oil Co.—First and final dividend, payable June 25, W. A. Caldwell, Montreal, curator.

Re Morency & Frère.—Dividend, payable June 24, G. O. Taschereau, St. Joseph Beauce, curator.

Re Joseph Moyen.—First and final dividend, payable June 25. C. Desmarteau, Montreal, curator.

Re The Beaver Oil Company, Montreal.—First dividend, payable June 15, Geo. Irving, Jr., Montreal, curator.

Re L. O. Villeneuve, Quebec.—Second and final dividend, payable June 25, H. A. Bedard, Quebec, curator.

Quebec Official Gazette, June 15.

Judicial Abandonments.

Hormidas Brais, trader, Montreal, May 13.

Désilets & De Grandpré, parish of Ste. Eulalie, June 5.

Joseph Marie Gravel, (Gravel, Kent & Co.,) Montreal, June 5.

Lamothe & Hervieux, curriers, Quebec, June 6.

T. McRae & Co., township of Eaton, June 12.

Pierre Auguste Morin, Quebec, June 4.
Avery R. Reed, druggist, Montreal, June 7.
J. & H. Taylor, railway supplies, Montreal, June 12.

Curators appointed.

Re A. J. Caron & Co.—D. Arcand, Quebec, curator, June 12.

Re F. X. T. Hamelin, N. D. Portneuf.—A. O. Mayrand, Deschambault, curator, June 8.

Re John Ogilvy, Montreal.—W. A. Caldwell, Montreal, curator, June 11.

Dividends.

Re Cyrille Benoit.—First dividend, payable June 22, Bilodeau & Renaud, Montreal, joint curator.

Re Adelard Charest.—First and final dividend, payable July 3, C. Desmarteau, Montreal, curator.

Re J. U. O. Déchène, Fraserville.—First and final dividend, payable July 3, H.A. Bedard, Quebec, curator.

Re A. J. Fortin & Co., Three Rivers.—First and final dividend, 33 p.c., payable July 2, J. McD. Hains, Montreal, curator.

Re P. H. Gelinas, Shawinegan. — First and final dividend, payable July 4, Kent & Turcotte, Montreal, joint curator.

Re Brodie Jamieson.—Second and final dividend, A. F. Riddell, Montreal, curator.

Re Charles Landry.—First dividend, payable June 24, Bilodeau & Renaud, Montreal, joint curator.

Re The Quebec Shoe Company. — First dividend, (30c.) payable June 18, D. Arcand, Quebec, curator.

Re J. A. Riopel.—First and final dividend, payable July 4, Kent & Turcotte, Montreal, joint curator.

Re C. V. Roberge, Warwick.—First dividend, payable July 4, Kent & Turcotte, Montreal, joint curator,

Re Gédéon Rousseau, Shawinegan.—First and final dividend, payable July 4, Kent & Turcotte, Montreal, joint curator.

Re J. D. Thurston.—First dividend, payable July 3, C. Desmarteau, Montreal, curator.

Re C. & N. Vallée.—First and final dividend, payable July 4, C. Desmarteau, Montreal, curator.

Separation as to property.

Emily Brooke Keene vs. George Wooley, upholsterer, Montreal, June 5.

APPOINTMENTS.

Philippe Dorval, to be fire commissioner of Quebec, jointly with L. P. Vohl.

J. A. Franchère, advocate, Waterloo, to be deputy sheriff of Montreal, in the place of J. F. Dubreuil, resigned.

GENERAL NOTES.

EXPECTATIONS DISAPPOINTED.—The talk there has been of the good time coming for the bar, and the wholesale resignation of judges has been heard any time these three years. Judges are like the Old Guard. They do not retire. Those who are ill bid fare, we are glad to say, to disappoint unbecoming prognostications of their early retirement through incapacity. The judicial epidemic over which there is so much jubilant expectation extends, it is said, to the occupants of the metropolitan magisterial bench, of whom five appear to be in a bad way. That the statement may not mislead sanguine members of the junior bar it may be as well to say that all the vacancies are filled.—*Law Journal* (London).

THE MOST THAT CAN BE EXPECTED.—The attack that has been made on one of the appointments to the metropolitan bench well represents the 'common form' of criticism of patronage which a certain class of public writer keeps for use upon occasion. The defence is not to maintain that the best men are appointed. That is a height which even the heroic Gordon did not reach, as he confessed that of two candidates equally qualified he would appoint a relative or the son of an old schoolfellow. All that can be expected is that, to adapt a celebrated quotation, patronage should go not for interest but where interest is.—*Law Journal* (London).

INFECTION IN BOOKS.—The transference of infectious disease through the medium of circulating libraries continues to attract attention. Among the latest suggestions dealing with the subject is one recently brought before the vestry of St. Mary's parish, Battersea, by Mr. J. J. Joseph, that the Local Government Board be advised to take such legislative action as will enable it to impose a penalty on any inmate of an infected house who may make use of books in circulation without notifying the existence of disease to the librarian. The proposal is worthy of careful consideration, and would, if adopted, add a suitable corollary to that useful regulation which forbids an actual sufferer from infectious disease to expose himself in any public place. It will be noticed that it is intended to apply to all public libraries, whether free or not, and any action on the part of the Board should be no less extensive. Changes in law, however, are often tardy in development, and it therefore behoves the managers of libraries in the meantime to impress upon their readers by notice and regulation what is their evident duty in this matter.—*Lancet.*

The Buffalo saloon-keepers do not think well of the rule applied in Toronto, whereby saloon licenses are distinguished from tavern licenses. They say that the supplying of meals and beds as well as whiskey, which constitutes tavern-keeping as distinguished from running a saloon where liquor alone is furnished, is "a downright farce in Toronto, and an innovation that cannot stand the test of time." It may be a farce in some cases, though the license commissioners of this city have done their best to make it a stern reality; but it is certainly not an innovation. Massinger, in "A New Way to Pay Old Debts," makes one of the characters upbraid a saloon-man of the period in these words;—

> "Thou never hadst in thy house, to stay men's stomachs,
> A piece of Suffolk cheese, or gammon of bacon,
> Or any esculent, but sheer drink only,
> For which gross fault I here do damn thy license."—*Toronto Mail.*

SCRUPLES OF CONSCIENCE.—The examination of jurors for the trial of Krulisch, in New York city, incidentally disclosed the fact that several of the jurors had objection to capital punishment when inflicted by hanging, but not to such punishment when inflicted by electricity.