

## The Legal News.

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### NAVIGABLE RIVERS AS A FISHING GROUND.

Much space has been devoted this week to the report of the trial of the case of *Blount v. Layard*, before Mr. Justice Field and a special jury, the week before last. The action involves the rights of riparian owners in the Thames, from Cricklade to Teddington. Historic Mapledurham, in the heart of the district, was, on an autumn day, in the year 1885, invaded by Mr. Layard, a solicitor, rod in hand and embarked in a punt, who duly took and carried away a fish under the eyes of Mr. Blount, the riparian proprietor, who had been politely informed of the expedition. A trial ensued before the Lord Chief Justice, but the popular view that anyone may fish in the Thames, so far prevailed that the jury were discharged without a verdict. On December 31 following, the comment was made in these columns, that 'it may be that the plaintiff claimed too much, and that if he had confined himself to that part of the river of which he had the ownership in the soil, and sued in trespass, he would have succeeded. It is so much easier to prove ownership of the soil than to prove an exclusive right of fishery.' The plaintiff, however, proceeded with his action as it stood, and moved the Queen's Bench to have judgment entered for him on the verdict. The motion was refused by Justices Hawkins and Grantham, and their decision affirmed in the Court of Appeal, consisting of the Master of the Rolls, and Lords Justices Lindley and Bowen. On this decision the following comment was made on May 12, 1888: 'Obviously the public cannot have a profit *à prendre in alieno solo*, because it is neither a corporation nor an individual. The defendant may succeed on the weakness of the plaintiff's case, but not on his own. Lord Justice Bowen suggests that, as the river is the king's highway, the jury might think that the property in the bed was still vested in

the king and not in the plaintiff.' So obvious was this, that the case was not reported either in the Queen's Bench or in the Court of Appeal. It fell, however, to the lot of Mr. Justice Field to carry out the instructions, as he said obediently, of the Court of Appeal in summing up to the jury at the second trial, and the result is a masterly and popular exposition of the law of riparian owners which deserves to be preserved in as full a form as *Nisi Prius* cases deserve. The long quotations from the judgments of the Court of Appeal embodied in the summing-up form a sufficient report of the decision of that Court. The only point in their judgments ignored by Mr. Justice Field was Lord Justice Bowen's picturesque imagination of the possibility of the property in a navigable river being in the Crown in its character as the king's highway, and this was an *obiter dictum*.

The difficulties which met the plaintiff's case in regard to his own title at the first trial disappeared on the second. In the meanwhile the hint had been taken and a count for trespass both to land covered with water and to the plaintiff's fish had been added. With some chivalry the defendant did not object in point of law, to the allegation of a trespass for taking and carrying away the plaintiff's fish, but treated it as a matter of aggravation, seeing that probably they had formed his luncheon. He, however, denied the plaintiff's possession, which was fatal to that part of the claim. If, as might not be unlikely, the plaintiff and defendant shared them at lunch, nice questions might have arisen whether the possession by the riparian host from the hand of his fisherman-guest might not be a reduction into possession by the rightful owner. Both parties, in fact, were willing to try the question of right, and no question was made but that if Mr. Blount ultimately succeeded, not only did the decision apply to the trespass in question in the action, but to the long stretch of water of which he is riparian proprietor, and also to other owners similarly situated on the banks of the Thames and other navigable rivers. It will be observed that the defendant did not contend that there was such a thing known to the law as a

public right to fish in a navigable river above the tide, and Mr. Justice Field did not put any question to the jury on the point. The defendant, however, did full justice to the argument from the fact that the public had assumed this right with the sufferance of the riparian proprietors, and Mr. Justice Field did full justice to that argument. The ablest part of the summing-up of the learned judge is, perhaps, where he insists on the rights of charity as no derogation of the rights of ownership, and illustrates the matter by a reference to an *angulus terre* which smiles for him—where he is willing that his labourers and their children shall pick watercress, but which he would object to have turned to the purpose of supplying the vegetable market. This Georgic refreshed the jury after a long spell of antiquarian lore, in which the changes were rung on John de la Lee and William Atte Lee, and was directed not to any title the defendant might have as a member of the public, but to the criticism which the defendant was entitled to make on the plaintiff's title. Entrenched behind his position as proprietor of land covered with water, which he owns on both sides for a considerable part of the reach in question, and in the whole of which he has long asserted his title to fish, Mr. Blount may well let his paper title float gracefully down the stream under Caversham Bridge.

The riparian proprietors are to be congratulated on their victory, which is hardly likely to be disputed, but as they are strong so should they be merciful. They should read, mark, learn, and inwardly digest not only the grateful law of Mr. Justice Field, but the sound sense—endorsed by the jury—of his views of the privilege of a proprietor to let the public share in his enjoyment without parting with his own rights. Mr. Justice Field, from one of his illustrations, would seem to go so far as to encourage the admission of one's neighbour's pigs to the luxury of acorns without fear of creating a pannage. In any case where the public—as in a navigable river—has a large right over the soil of land, the proprietor in point of law can well afford to give him privileges in regard to the rest so long as he does not abuse them. Every frequenter of the Upper Thames appre-

ciates the kindness of Mr. Blount's neighbour at Hardwick House, who has appropriated an island in view of the finest Elizabethan mansion on the river to the use of the boating public. Last year the summer-house upon it was burnt down by an accident to a camp-fire, and was promptly replaced. Some means might easily be found of allowing all orderly persons who choose to ask leave to fish in the Thames, if the proprietors were allowed to delegate their rights to a general fishing conservancy.—*Law Journal*.

#### SUPERIOR COURT—MONTREAL.\*

*Commission nommée par le gouvernement—  
Destitution d'employés—Mandat révoquant  
—Changement du personnel de la commission—Responsabilité pour engagements de leurs prédécesseurs.*

Par leur charte les commissaires des chemins à barrières de Montréal, nommés par le gouverneur de la province, "auront et "pourront avoir succession perpétuelle et "pourront ester en jugement dans toutes les "cours de justice et autres lieux."

Il est pourvu par une autre section de la charte que "de temps à autre ils pourront "nommer et employer un inspecteur, et tels "officiers et personnes sous leurs ordres "qu'ils jugeront nécessaire pour les fins de "cette ordonnance, et ils pourront destituer "tels inspecteurs et autres officiers et personnes ou aucune d'elles, et en nommer "d'autres à leur place."

*Jugé*:—1. Que les commissaires n'étaient pas autorisés par leur charte à destituer un secrétaire-trésorier employé à l'année, sans cause ou avis préalable ;

2. Que la commission en question ne constitue pas une branche du service civil, ou un département du gouvernement de la province, et que les commissaires ne peuvent pas réclamer les prérogatives de la couronne pour destituer leurs employés à bon plaisir ;

3. Que le secrétaire-trésorier de la commission, employé à l'année, par une résolution fixant son salaire, et congédié sans cause avant l'expiration de son terme, avait le droit de réclamer la balance de son sa-

\* To appear in Montreal Law Reports, 5 S. C.

laire pour l'année, après avoir dûment protesté les commissaires et offert ses services ;

4. Que malgré le changement du personnel de la commission depuis l'engagement pris avec leur secrétaire-trésorier, les nouveaux commissaires ne pouvaient pas se soustraire à l'obligation contractée par leurs prédécesseurs.—*Rielle v. Commissaires des Chemins à Barrières de Montréal*, Ouimet, J., 8 janvier 1889.

*Testamentary executor—Powers of—Arts. 918 et seq., C. C.*

*Held*:—(Affirming the decision of TASCHEBEAU, J., M. L. R., 4 S. C. 447,) that the testamentary executor has no right to hypothecate the immovables of a substitution without the consent of the institute; and the order of a judge or of the prothonotary, authorizing such hypothecation on the advice of a family council, will be set aside.—*Arbec v. Lamarre*, in Review, Johnson, Loranger, Würtele, J. J. Jan. 31, 1889.

*Railway—Loss of baggage—Measure of damages—Costs.*

*Held*:—1. That a railway company is not liable for damages caused to the owner of baggage lost or delayed on the railway, nor for expenses incurred by him in looking after the baggage, the measure of damages being the value of goods lost ;

2. Where baggage has been found after suit has been issued, and has been accepted by the owner, the railway company is only responsible for the taxable costs incurred up to date of delivery.—*Provencher v. Canadian Pacific Ry. Co.*, Würtele, J., Jan. 16, 1889.

*Donation—Possession—Preuve testimoniale—Chose d'autrui—Nullité—Confusion—Erreur.*

*Jugé*:—1. Que la possession légale de biens meubles donne au possesseur le droit de prouver par témoins son titre à la propriété des biens qu'il possède ;

2. Que la donation entrevifs de biens meubles appartenant à autrui, quoique nulle vis-à-vis du propriétaire, est bonne et valable contre le donateur, si, par la suite, ce dernier devient l'héritier du propriétaire ;

3. Que dans ce cas, le donateur ne peut faire annuler la donation pour cause d'er-

reur, les motifs de la donation restant les mêmes, et l'erreur ne tombant pas sur la substance de la chose donnée.—*Boucher v. Bousquet*, Tellier, J., 26 janvier 1889.

*Mandat—Droit des tiers—Droit du mandant.*

*Jugé*:—1. Que le mandataire qui a agi en son propre nom est responsable envers les tiers avec qui il contracte, sans préjudice aux droits de ces derniers contre le mandant qui est responsable envers eux pour tous les actes de son mandataire faits dans l'exécution et les limites de son mandat ;

2. Que tout ce qu'un agent fait dans les limites de son mandat avec des tiers, même en son nom propre, il le fait pour son mandant, et ce dernier a le droit d'être subrogé dans ses droits contre les tiers ;

3. Que toutefois le tiers qui a contracté avec un agent personnellement, sans dénonciation du principal, a droit de se protéger jusqu'à ce qu'il soit déchargé de l'obligation contractée envers l'agent, par la subrogation du principal aux droits de l'agent.—*Wilson v. Benjamin*, Tellier, J., 29 déc. 1888.

*Séquestre—Signification du jugement—Révision par un juge—Jugement interlocutoire.*

*Jugé*:—1. Qu'il n'est pas nécessaire qu'un jugement nommant un séquestre soit signifié à aucune des parties dans la cause ;

2. Qu'un jugement nommant un séquestre, après que le jugement final a été rendu dans la cause, n'est pas un jugement interlocutoire pouvant être révisé par un seul juge de la Cour Supérieure.—*Howard v. Yule*, Papineau, J., 4 mai 1881.

*Louage—Obligation de garnir les lieux loués—Résiliation.*

*Jugé*:—Que sous un contrat de louage où le bail est authentique, fait pour cinq ans, le loyer payable \$25 chaque mois, le locataire n'est tenu de garnir les lieux loués que pour les termes échus et le terme à échoir.—*Lynch v. Reeves*, en révision, Papineau, Gill, Loranger, J. J., 30 janvier 1886.

*Loyer—Obligation de garnir les lieux loués—Saisie-gagerie.*

*Jugé*:—Que dans le cas d'un bail authentique pour deux années et neuf mois, payable

\$25 par mois, lorsque le locataire enlève les meubles garnissant les lieux loués, et qu'une saisie-gagerie est prise par droit de suite le 26 octobre, le locataire sera tenu de garnir les premisses jusqu'au mois de mai suivant.—*Longpré v. Cardinal*, Bourgeois, J., 27 mars 1886.

*Cité de Montréal—Inspecteur des bâtisses—Démolition—Responsabilité—Matériaux.*

*Jugé* :—Que lorsque l'inspecteur des bâtisses de la cité de Montréal, en sa dite qualité, contracte avec un tiers pour faire démolir une bâtisse suivant les prescriptions des règlements municipaux, la cité de Montréal est responsable du coût des travaux ainsi faits ;

2. Que dans ce cas, sur une action en garantie par la cité de Montréal contre le propriétaire de la maison démolie, la cité de Montréal devra tenir compte au dit propriétaire de la valeur des matériaux enlevés par l'inspecteur.—*Frappier v. La Cité de Montréal*, Mathieu, J., 7 février 1889.

*Faillite—Vente de dettes actives—Livres de comptes—Revendication.*

*Jugé* :—Que dans une faillite, lorsque le curateur dûment autorisé vend à l'encan public les dettes actives du failli, et livre à l'acheteur les livres de comptes contenant les noms des débiteurs et les détails des divers comptes, le curateur ne sera pas recevable à revendiquer ensuite entre les mains de l'acheteur ces livres de comptes sous prétexte qu'il ne les avait que prêtés ; le curateur n'ayant aucun intérêt à faire cette demande, et l'acheteur ayant absolument besoin de ces livres.—*Kent v. Granger*, Mathieu, J., 11 février 1889.

*Domages—Pompier—Négligence.*

*Jugé* :—Que la cité de Montréal sera responsable des dommages que pourront causer les pompiers allant au feu dans leur voiture menée à toute vitesse, lorsque rien ne distingue ces voitures et qu'aucune cloche n'est sonnée pour mettre le public en garde.—*Gadbois v. La Cité de Montréal*, Jetté, J., 16 février 1889.

*Cité de Montréal—Trottoirs—Domage.*

*Jugé* :—Que la cité de Montréal est respon-

sable de l'état des trottoirs vis-à-vis des marchés publics, et que lorsqu'un accident arrive par le mauvais état de ces trottoirs qui ne seraient ni couverts de cendre, ni coupés de manière à les rendre non glissants, la cité de Montréal devra payer le dommage qui en résultera.—*Gould v. La Cité de Montréal*, Jetté, J., 18 février 1889.

*Vente—Délai—Livraison—Paiement du prix.*

*Jugé* :—1. Qu'un vendeur qui n'a pas accordé aucun délai a, pour livrer les choses vendues, tout le délai que l'acheteur prend pour le payer et que l'obligation de livrer ne naît qu'après le paiement ;

2. Que lorsqu'un vendeur n'est pas prêt à livrer la chose vendue dans le délai convenu, l'acheteur ne peut prendre avantage de ce défaut qu'après avoir fait des offres réelles du prix de vente.—*Desève v. Frédelte*, Mathieu, J., 25 février 1889.

*Expropriation—Sentence arbitrale—Dépôt—Litispendance—Délai—Nullité.*

*Jugé* :—1. Que la contestation d'une requête demandant à être payé du montant d'une sentence arbitrale, à même le dépôt fait par une compagnie en expropriation, par cette dernière, n'empêche pas la compagnie de prendre une action en nullité de la dite sentence et d'y alléguer les mêmes moyens ; qu'il n'y a pas alors litispendance ;

2. Que d'après l'Acte Refondu des chemins de fer (42 Vict, ch. 9), les arbitres ont le droit de prolonger eux-mêmes le délai fixé pour rendre leur sentence ;

3. Que l'on ne peut faire mettre de côté une sentence arbitrale parce que le montant accordé serait excessif, ou le résultat d'une appréciation fautive, ou reposant sur une fausse base.—*La Cie. de Chemin de Fer de Ontario et Québec v. Les Curé, etc., de Ste. Anne du Bout de l'Île*, Taschereau, J., 18 mars 1889.

*Railway Act—Prescription—R.S.C., c. 109, s. 27.*

*Held* :—That the prescription of six months enacted in section 27 of the Railway Act R. S. C., cap. 109, is applicable to cases where damage is caused to land through a preliminary survey made with the object of locating the railway line over the land, where the line so surveyed was subsequently abandoned

and a new location adopted.—*Ravary v. Ontario & Quebec Ry. Co.*, Tait, J., April 20, 1889.

*Cité de Montréal—Conseil-de-ville—Election municipale—Qualification des contestants—Exception à la forme.*

*Jugé*:—1. Que l'élection d'un échevin du conseil-de-ville de la cité de Montréal, ne peut être contestée que par des électeurs dûment inscrits et habiles à voter à cette élection ;

2. Que le défaut de qualification de la part des contestants peut être invoquée par exception à la forme.—*Poudrier v. Bonin dit Dufresne*, Loranger, J., 9 mai 1889.

*Opposition à jugement—Délai—C. P. C., arts. 89 et 484.*

*Jugé*:—Qu'aucun délai n'est assigné pour faire une opposition à jugement, dans le cas de jugement rendu conformément aux dispositions de l'article 89 du C. P. C., cette opposition pouvant être faite en tout temps avant la vente.—*Louensohn v. Cardinal*, Loranger, J., 17 mai 1889.

*Sociétés de construction—Obligation—Légalité de leur constitution—Procédure.*

*Jugé*:—Que la légalité de la constitution d'une société de construction ne peut être contestée incidemment par exception péremptoire, dans une action basée sur un acte d'obligation.—*Société Canadienne-Française de Construction de Montréal v. Lapointe*, Würtele, J., 13 mai 1889.

*Bail—Maison inhabitable—Mur mitoyen—Résiliation.*

*Jugé*:—1. Que la démolition du mur d'un des côtés d'une maison rend cette maison inhabitable ;

2. Que le propriétaire ne peut, sous ces circonstances, faire débouter l'action en résiliation du locataire en établissant que ce mur avait été démoli par son voisin, exerçant ses droits de mitoyenneté, pour le rebâtir, et que dans le bail, le locataire s'était engagé à souffrir toutes les réparations nécessaires.—*Jacatel v. Gull*, Taschereau, J., 1 juin 1889.

*Assurance sur la vie—Police—Primes.*

*Jugé*:—1. Qu'une compagnie d'assurance

qui ne fournit pas à un applicant une police d'assurance conforme à l'application ne peut pas se faire payer les primes stipulées au contrat ;

2. Que dans ce cas l'assuré a le droit de discontinuer le paiement des primes d'assurances convenues.—*La Canadienne Compagnie d'Assurance sur la vie v. Perrault*, Gill, J., 31 mai 1889.

*Opposition—Timbres judiciaires—Motion.*

*Jugé*:—Qu'une opposition qui n'est pas revêtue des timbres judiciaires voulus par la loi est nulle et sera rejetée sur motion.—*Lacaille v. Boucher*, Loranger, J., 23 mai 1889

*Compagnie de chemin de fer—Responsabilité—Commis-voyageur—Billets avec privilège.*

*Jugé*:—Que lorsqu'une compagnie de chemin de fer émane certains billets de passage à bon marché, et qu'elle met sur ces billets qu'en considération de ce privilège, elle ne sera pas responsable du dommage causé aux marchandises et effets que ceux qui se servent de ces billets portent avec eux, elle n'est pas responsable des échantillons de marchandises qu'un commis-voyageur aura fait entrer comme son bagage et qui seront perdus en route, d'autant plus que pour ces marchandises contrôlées (checked) comme bagage, le passager n'avait payé aucun fret.—*Packard v. Canadian Pacific Railway Co.*, Gill, J., 31 mai 1889.

### COLLET.

[Continued from page 224.]

Caserte was only six leagues from Naples, but the Dominican had chosen for his neophyte a sure retreat in a villa at the end of a road bordered with old linden trees, and concealed in a veritable forest of olive trees. There lived an old Neapolitan, a brother of the chaplain, who was imbued with a deep hatred of Frenchmen, atheists, and soldiers. Collet was received into this family as a lamb snatched from devouring wolves. He passed six months in this hiding-place, petted, caressed, indoctrinated, lying in the shade of orange trees, and feasting with the appetite of youth upon the fine poultry, the delicious pies, and the generous wines of that sunny land.

At the end of this time he departed in disguise for the convent of Saint-Pierre, where he was received with open arms by the Superior. They interrogated the novice, and discovered his ignorance; but the good fathers readily pardoned his hatred of knowledge, that work of the devil. However, they taught him a little Latin, for form's sake, and made him take a course in sacred eloquence; that is, they stuffed his memory, which was an uncommonly good one, with ready-made sermons, which they taught him to deliver with appropriate gestures and intonations. Collet enjoyed these exercises. He was a born comedian, and as the phonologists would say, had his bump of imitation remarkably developed.

Two years passed in this manner, and he received the tonsure. The long hypocrisy at the convent began to weary the neophyte, and, besides, the moment had arrived when he would be called upon to seriously exercise the profession of religion. He counted again the money of the commander of the Hospital Saint-Jacques, made the diamond sparkle and the repeater strike; then he put back his treasure, which he had concealed from the eyes of all, and departed with some of the fathers to Pouille, determined to avail himself of the first opportunity to gain the country. The fathers had the imprudence to intrust him with making some collections; that changed his plans. He collected with such ardor that, when his accounts were rendered, he had sent one thousand crowns to join in his secret pocket the four thousand francs of the commander of the battalion.

When he returned to the convent with his hoard, it was proposed to make him a deacon; but it was necessary first to obtain a dispensation from the Holy See (on account of his having been a soldier), and an *exeat* from the bishop of his own diocese. This last formality was especially hard to comply with,—the diocese of Belley having been abolished, and united to that of Lyons. In the meanwhile they confided to him the care of preparing children for their first communion. Among his pupils was the son of a syndic. Admitted to the friendship of the father, Anthelme, a man of precaution, took from the cabinet of this magistrate

several blank passports; they might be useful. With money and a passport it would be easy to quit at any time this community, of which he had long been weary. Near the convent was a magnificent house, surrounded by flowery terraces, and shaded by grand old trees. It was the winter residence of the banker of the fathers in Naples, the celebrated Torlonia. Brother Collet had paid more than one visit to this banker. There came to him, suddenly, a brilliant idea, an inspiration *à la Gil Blas*. One morning he sought the Superior of the convent, and, with his eyes modestly cast down, told him that before his desertion he enjoyed an income of ten thousand francs. Since his desertion he had not drawn it; but nothing prevented his assigning it, if he chose. If his reverence would permit him, this little fortune, which an unworthy brother did not know what to do with, should be used entirely for the benefit of the holy community which had so kindly received him.

The Superior, touched by this proof of devotion, and rejoicing in the idea of a good income, approved the project, gave him his hand, and the next morning at daybreak Brother Anthelme was on the road to Naples. He was going to the banker's house, armed with a letter and a little box. Prudent as ever, he stopped on the way at a little inn, placed the seal of the letter over a vessel containing boiling water, softened it, and opened the letter and read it. It warmly recommended the young French convert to M. Torlonia, and authorized him to negotiate the transfer of an income of ten thousand francs, of which there were three years still unpaid. As to the box, it contained a ring in which was set a large diamond, which the Superior sent as a pattern to the jeweller, Orlando.

Collet carefully resealed the letter and modestly presented himself at the house of the banker, who received him as a son; had a fine chamber prepared for him, and unhesitatingly advanced him the sum of twenty-two thousand francs upon the transaction.

This unexpected good fortune satisfied the prudent swindler, who also received from the jeweller three rings like the pattern

sent by the Superior. Money and jewels in his pockets, he went to engage a *vetturino*, bought some citizen's clothes, and started ostensibly for the convent; but, at some distance from Naples, he changed his route and his dress, and by a cross-road reached Aversa. He alighted at the Hotel Saint-Gabriel, made them give him a magnificent apartment, and there utilizing his caligraphic talents, he made a passport for himself, under the name of the Marquis Dada.

Thus furnished with an aristocratic name, the young marquis took the post and went to Capua. At the gates of the town a crowd of police agents surrounded him. They demanded his passport, which they retained. He went to the Hotel des Etrangers, a little uncomfortable under these annoying formalities. Scarcely was he installed there when the Commissary of Police was announced. Without doubt the agent of the Government had found something suspicious in his passport,—perhaps Collet had omitted some indispensable formality. Pale and trembling he was about to fly. He hesitated between the door and the window, when suddenly the door opened, the redoubtable commissary appeared, hat in hand, humble, submissive, and profuse in his excuses. "Ah! Signor Marquese, this rabble has annoyed you. Without regard for your rank, the ruffians have retained your passport! But I have hastened to repair the inconvenience they have caused you, and to bring it back to your excellency."

His excellency comprehended at once. Collet knew already the power of money in Italy. He slipped into the hand of the worthy commissary a gift of five louis for the poor agents, and invited him to lunch with him. "Ah!" said the commissary, "a rascal cannot deceive *me*! It is only necessary to look at your excellency to see the character of your highness. You must pardon my poor fellows." Laughing in his sleeve, our young knave made the infallible magistrate pilot him about Capua. He bought a carriage, a livery, engaged a lackey, and departed in triumph for Gaëte, being escorted to his carriage by the respectful commissary.

On the way the Marquis Dada met a French officer, who, hot and dusty, was pain-

fully dragging himself along the road. He offered him a seat in his carriage, and learned that his companion was Louis-Charles-Alexandre Tholozan, a Lyonnaise, an officer of the 10th of the Line, on a leave of absence, and a chevalier of the Legion of Honor. This social standing tempted Collet. He abstracted the portfolio of his trusting companion, and left him at Terracina, deeply grateful for the kindness shown him. Once alone, Collet used an eraser on the brevet and the commission, changed some dates, passed a red ribbon through his button-hole, and the new Tholozan made his entry into Rome.

He had hardly arrived when chance threw in his way an abbé by the name of Tholozan, who, on learning his name exclaimed, "Why, you must be the brother-in-law of my intimate friend, M. de Courtine." Collet, who had studied the portfolio, knew his new family by heart. He showed some letters from M. de Courtine; and the abbé, standing high in the Court, and secretary of his Eminence Monseigneur the Cardinal Fesch, installed him in the archiepiscopal palace. The worthy Abbé Faux introduced into the best *salons* in Rome the young Tholozan, who modestly passed himself off as a millionaire. The young swindler, who did not believe in the duration of this sudden fortune, hastened to speculate upon public credulity. A millionaire, a *protégé* of the Cardinal, there was no difficulty in finding dupes. A merchant discounted for him a bill of exchange for sixty thousand francs; the banker of the cardinal advanced him ten thousand crowns; a confectioner opened his purse, from which he drew five thousand francs; and even the gardener of the palace confided to him his little fortune of one thousand eight hundred francs. So Collet was in a good way of becoming a genuine millionaire. But it was time for him to be moving. He practised a last bleeding upon the jeweller of the palace, from whom he bought, without paying for them, sixty thousand francs' worth of jewels.

Then, not to tempt fortune too far, he pretended a necessary journey to Turin. The good Abbé Faux, and the Cardinal himself, gave him letters of introduction, and, promising to write to him at his destination, they

saw him into his carriage, and sent him off with their benedictions.

But, at Turin, the scene changes. Collet prudently visited the post-office. He found there a letter from the Cardinal, which made known all his robberies to the police of the place. The fathers of the convent, the banker Torlonia, the commissary of Capua, all cried, "Stop thief!" after the fugitive, and Brother Collet, the Marquis Dada, and Captain Tholozan, were all pointed out for their numerous misdeeds. Collet destroyed this denunciatory missive, changed his costume and his passport, and went to seek an obscure asylum at Lugano, in the Swiss Canton of Tessin.

There he modestly established himself in the house of a printer, and served for some time as an amateur, an apprenticeship in typesetting; then, feeling re-assured, he presented himself in some of the salons at Lugano. He spoke of his fortune, and proposed to refit the theatre at his own expense. The proposition was accepted with enthusiasm by the inhabitants of this little town. Under this pretext Collet had made, to his own measure, the uniforms of a general, and a commissary of war, and a complete bishop's dress. He arranged everything for a new campaign.

While at the archiepiscopal palace he had appropriated several blank appointments of priests, and a bull nominating a bishop.

He decided that he would first play the rôle of a Neapolitan priest, exiled for political reasons. In the spring he left Lugano, taking the diligence for Briançon. At the first stopping-place he arrayed himself in the gown, at the second he added the tonsure and cap; when he reached Briançon the traveller had become a grave ecclesiastic. He visited his colleagues, showed them his priestly commission, installed himself in the house of the *curé*, and celebrated the mass. The next day he went to Gap. He had already abandoned his first field, and received letters of recommendation to this episcopal town. He humbly announced himself to the grand vicar, who received him disdainfully, and appointed him to say mass, for thirty sous, in the Chapel de la Miséricorde.

"Monsieur," replied Collet, modestly, "I am fortunate enough to need no aid; my

intention is to be a burden to no one, and I think that certainly, at Gap, one ought to be able to live on an income of ten thousand livres."

This changed matters. The grand vicar relaxed as if by magic; installed the opulent Abbé in a house befitting his fortune, and at once presented him to Monseigneur, who received him at his table.

Here Collet played seriously his sacrilegious rôle,—saying masses and giving to the clergy of Gap magnificent dinners. He even began to preach with great success,—dove-tailing extracts from Bourdaloue with sayings of Massillon, with which this wise actor had stuffed his memory. The *curé* of Monestier died. Monseigneur believed he could choose no more worthy man to fill the place than Collet. The life at Gap began to tire the hypocrite; he felt the need of change; he accepted the curacy of Monestier:

One may well believe that he was received with joy by his new parishioners: so good a man, so portly, richer even than the bishop, and one who would do so much good in the place. Collet installed himself in the parsonage, arranged the interior in a most luxurious manner; he had an old and attentive servant, a first-rate cook in the kitchen; in his cellar a good supply of fine wines, and a larder well stocked with chickens, hares, turkeys and pigeons.

It is not to be wondered at that this extravagant mode of living diminished the fortune he had gathered in Naples and at Rome. He baptized, confessed, married, and buried his dear parishioners; he drove them wild by his eloquent sermons.

[To be continued.]

#### INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 21.

#### Judicial Abandonments.

Pierre Leroux, boot and shoe dealer, Montreal, July 12.

Patrice Ouellette, trader, St. Célestin, July 6.

Charles A. Simard, furniture dealer, St. Hyacinthe, July 16.

#### Curators appointed.

Re Gelinas & Paquette.—T. Gauthier, Montreal, curator, July 15.

Re J. T. Letourneau, Montreal.—Kent & Turcotte, Montreal, joint curator, July 15.

Re Maxime Nadeau.—C. F. Bouchard, Fraserville, curator, July 13.