The Legal News.

Vol. XII. DECEMBER 14, 1889. No. 50.

The manufacturers of patent medicines seem to have been extremely lucky in escaping actions for the deleterious effects of their compounds, for in a recent case, *Blood Balm Co.* v. *Cooper*, Supreme Court of Georgia, Oct. 14, 1889, the Court said it had searched carefully without finding any case in which the question had been decided. Perhaps much research was needless when the principle which must govern the case was clear. The decision was to the effect that where the proprietor of a patent medicine places on the bottle containing it a label recommending it for certain diseases, and directing the size of the dose to be taken, and it is shown that the dose contained such a quantity of a certain poison as to injure plaintiff when he took it, the proprietor is liable for the damage, whether he sold the medicine to plaintiff directly or to a druggist to be resold, from whom plaintiff purchased it. The Court said: "In the case of *Thomas* v. *Winchester*, 6 N. Y. 397; 57 Am. Dec. 455; 1 Thomp. Neg. 224, referred to by counsel in this case, the question decided was that a dealer in drugs and medicines, who carelessly labels a deadly poison as a harmless medicine, and sends it so labelled into market, is liable to all persons who, without fault on their part, are injured by using it as such medicine in consequence of the false label. It is not denied by counsel in this case that the doctrine cited is sound and correct law, but the present case differs from that case, and mainly in this: There the drug sold was a deadly poison, and the wrong consisted in putting a label upon the same which indicated that it was a harmless medicine; whereas in this case the medicine sold was not a deadly poison, and no label was put upon it which was calculated to deceive any one in this respect. But accompanying the medicine was a prescription of the proprietor, stating the quantity to be taken; and the evidence tended to show that the quantity thus prescribed contained iodide of potash to such an extent as, when taken by the plaintiff, produced the injury and damage complained of. The liability of the plaintiff in error to the person injured arises, not by contract, but for a wrong committed by the proprietor in the prescription and direction as to the dose that should be taken. We can see no difference whether the medicine was directly sold to the defendant in error by the proprietor or by an intermediate party to whom the proprietor had sold it in the first instance for the purpose of being sold again. It was put upon the market by the proprietor, not alone for the use of druggists to whom they might sell it, but to be used by the public in general, who might need the same for the cure of certain diseases, for which the proprietor set forth in his label the same was adapted. This was the same thing as if the proprietor himself had sold this medicine to the defendant in error, with his instructions and directions as to how the same should be taken."

ESTATES OF COLONIAL SHAREHOLDERS.

The following despatch is published in the *Canada Gazette*:—

Downing Street,
13th September, 1889.

My Lord,—I have the honor to transmit to you a copy of the Imperial Revenue Act of 1889, and to request that you will cause Sections 18 and 19 to be published for information in the Colony under your Government.

During the sittings of the Colonial Conference in 1887, the attention of Her Majesty's Government was called to the Companies (Colonial Registers) Act, 1883, which had the effect of requiring probate or letters of administration to be taken out both in the Colony and in this country in respect of the wills or estates of Colonial Shareholders holding shares on the Colonial Registers of Banks and other Companies. The proceedings on the subject at pages 76 and 107 of Parliamentary Paper C. 5091, Volume I, and the papers then laid before the Conference, are printed at pages 47, 48, 49 of the Parliamentary Paper C. 5091, Volume II. The promise given in the

former that this grievance should be remedied has now been redeemed by the passing of Section 18 for the purpose.

A somewhat similar complaint was brought to the notice of Her Majesty's Government in connection with policies of Life Insurance issued in the Colonies by Insurance Companies carrying on business in the Colonies, but having their head office in the United Kingdom. The sums recoverable under such policies were held to be assets situated in the United Kingdom; and under Section 11 of the Imperial Revenue Act, 1884, the production of a grant of representation from a Court in the United Kindom, by probate, or letters of administration, or confirmation, was necessary to establish the right to recover or receive such amounts.

The hardship of this provision upon persons who had no real connection with the United Kingdom has been recognised, and Section 19 has been passed to remove it.

I have the honour to be,
My Lord,
Your Lordship's most obedient
humble servant,
KNUTSFORD.

The Officer Administering
the Government of Canada.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Railway—Damage caused by sparks from locomotive — Responsibility of Company — Prescription—Joint action by insurers and owner of buildings destroyed.

Held:—1. (Following *Grand Trunk Railway Co. & Meegan*, M.L.R., 1 Q.B. 364), That a railway company is responsible for damage caused by sparks escaping from its locomotives, even in a case where the company has complied with all the requirements of the law, and has used the most approved appliances to prevent the escape of sparks.

2. The insurers who have paid part of the loss, and are subrogated *pro tanto*, and the owner of the buildings destroyed, may sue jointly for damages, for their respective claims.

3. The prescription of one year under 43-44 Vict. (Q.) c. 24, s. 6, applicable to claims for damages against provincial railways, applies where the damage was caused by a train of a company under provincial control, though the train was running at the time on a portion of the line of a federal railway company over which the former had running rights.

4. The same prescription applies though the provincial railway before the accident occurred, had been transferred by 46 Vict. (D) c. 9, s. 27, to Dominion control. *North Shore R. Co. & McWillie et al.*, Dorion, Ch. J., Tessier, Cross, Church, Bossé, JJ., Feb. 26, 1889.

* To appear in Reports, 5 Q.B.

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*SUPERIOR COURT—MONTREAL.**

Mandamus — Expropriation — Commissioners whose powers have lapsed.

Commissioners appointed for expropriation have two duties, (1) to appraise and determine the indemnity for each property required, and to make and deposit a report of their appraisements; and (2) to apportion the cost among those who are to bear it.

Held:—That when the Commissioners have made and deposited the report of their appraisements, or when the delay for the completion of their work of appraisement and for the deposit of their report has expired without such deposit being made, all their powers as experts for the purposes of valuation cease, and a writ of mandamus will not then lie, to compel them to proceed (as they were by law bound to do) to value the residue not exceeding fifty feet in depth, of a property, taken for the improvement.—*Guerin* v. *Proctor*, Würtele, J., June 3, 1889.

City of Montreal—Widening of St. Lawrence Street—52 Vict. ch. 79, s. 243.

Held:—That under 51-52 Vict. (Q.), ch. 79, s. 14, as revised and consolidated by 52 Vict. (Q.) ch. 79, s. 243, the portion of the indemnity payable by the City, for the expropriation of the property required for the widening of St. Lawrence Street, may pro-

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

perly be paid out of the capital funds of the City, and not out of the annual revenue.—*Ex parte Foster*, and *The City of Montreal*, Würtele, J., May 17, 1889.

Sale—Goods consigned as samples to test market—What constitutes acceptance.

Held:—That where goods are forwarded without order from the consignee, but along with goods ordered by him—the object of the consignor being to test the market, the evidence necessary to establish acceptance by the consignee must be much clearer and more positive than if the goods had been consigned to order in the usual way. So, where two cases of accordeons were consigned without order, but amongst other goods ordered; and the consignee paid the freight bill upon the whole consignment, but complained of the price and quality of the accordeons, and declined to accept, unless certain deductions were made for broken articles (which offer was not accepted by the consignor), it was held that the payment of freight and the opening of the cases were not sufficient to constitute acceptance of goods not specially ordered. — *Trester* v. *Trester*, in Review, Taschereau, Würtele, Tait, JJ., Dec. 22, 1888.

Procedure—Review—Deposit—Art. 497, C. C. P.—Defendants uniting in one inscription—Petitory Action.

Held:—1. Several defendants may inscribe in Review by one inscription, though they pleaded separately in the Court of first instance.

2. In such case they are only obliged to make a single deposit in Review.

3. If the defendants have pleaded separately, and the plaintiff inscribes in Review, he is obliged to make a separate deposit for each contestation, unless the defendants have united in a single appearance before the Court of Review, in which case only one deposit is necessary.

4. In a petitory action a deposit of forty dollars is required, whatever may be the amount sought to be recovered.—*B. A. Land Co.* v. *Yates*; *Gaudry* v. *Gaudry*; *Bulger* v. *Bulger*, in Review, Jetté, Würtele, Davidson, JJ., April 23, 1889.

Demande en garantie—Contestation—Réponse en droit.

Jugé:—Que lorsque le défendeur en garantie refuse de prendre le fait et cause du demandeur en garantie, il ne peut lui opposer que des moyens qui auraient pour effet de le décharger de la garantie, et qu'une défense contenant des moyens qui tendraient à faire renvoyer l'action principale sera rejetée, quant à ces moyens, sur réponse en droit.—*Beaudreau* v. *Jarret*, Würtele, J., 16 sept., 1889.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, August 1, 1889.

Present:—THE EARL OF SELBORNE, LORD WATSON, LORD BRAMWELL, LORD HOBHOUSE, SIR RICHARD COUCH.

NORTH SHORE RAILWAY CO. (defendants), appellants, and PION et al. (plaintiffs), respondents.

Navigable river—Riparian owner—Right of access—Obstruction by railway company—Damages—Remedy.

HELD:—*Affirming the decision of the Supreme Court of Canada* (14 *Can. S.C.R.* 677), *which reversed the decision of the Queen's Bench, P.Q.* (9 *Leg. News*, 218), *That a riparian owner on a river, whether navigable or not navigable, is entitled to recover damages from a railway company for obstruction of the access to his property from the river.*

2. *The railway company in the present case not having complied with the provisions of the Quebec Consolidated Railway Act*, 1880, 43-44 *Vict.* (*Q.*), *sec.* 7, *with reference to compensation, the person whose access was obstructed was entitled to bring an action at law for the injury and diminution in value occasioned to his property.*

The appeal was from a judgment of the Supreme Court of Canada (14 Can. S.C.R. 677) reversing a judgment of the Court of Queen's Bench, P.Q. (9 Leg. News, 218; 12 Q.L.R. 205). The judgment of the Court of Queen's Bench reversed the decision of Mr. Justice Casault, in the Superior Court. Mr.

Justice Ramsay dissented from the judgment in appeal. (See 9 Leg. News, 218.)

The judgment of their Lordships was delivered by

THE EARL OF SELBORNE:—

The appellants in this case are a Canadian railway company, against whom an action was brought by the respondents, tanners at Quebec, in October, 1883. The respondents carried on their business upon riparian land belonging to them, which had a frontage of considerable length to the St. Charles, a tidal navigable river within the limits of the harbor of Quebec. The appellants in 1883 made their railway upon the foreshore of that river, by means of an embankment, extending along the entire length of the respondents' frontage, not, however, taking any part of the respondents' land; and in this embankment they left one opening, 15 feet wide and 12 or 13 feet high, opposite to the tannery, through which the river was accessible at low tides and at some (but not all) high tides. With that exception, they cut off all access to the water from the respondents' land, which, before those works were executed, was always accessible for boats at high water along its whole frontage. The appellants also made another opening, just outside the boundary of the respondents' land, and opposite to the end of a public street, through which the respondents might, except at certain high tides, have found access by means of that street to the water. No compensation or indemnity was paid or offered by the appellants to the respondents; who brought their action, complaining that they had been unlawfully shut out from their access to the river, and asking for damages, and that the company might be compelled to demolish and remove the obstruction.

On the 26th of March, 1885, Mr. Justice Casault, of the Superior Court of Lower Canada, gave judgment for the plaintiffs, not ordering the demolition or removal of the railway company's works, but giving $5,500 as damages for the permanent deterioration and diminution in value of the plaintiffs' land, independently of the trade carried on upon it. On appeal, the Court of Queen's Bench for Lower Canada, by a majority of four out of five judges, reversed that judgment. The grounds of reversal, as stated on the face of the order, were: that the company had not taken any part of the plaintiffs' land, nor caused it any physical damage ("*dommage matériel*"), but "had only by constructing their railway between the plaintiffs' property and the river, deprived them of the power, which they had previously had, of communicating freely with the river, and of the advantages of the navigation for the purposes of their business; and that this power of access to the river was not an exclusive advantage, but, on the contrary, might be exercised by all the Queen's subjects, and conferred upon the plaintiffs no more than indirect advantages, without giving them the right to an indemnity for the loss of those advantages."

The plaintiffs appealed to the Supreme Court of Canada, which, on the 20th of June, 1887 (also by a majority of four out of five judges), reversed the judgment of the Court of Queen's Bench, and restored and affirmed that of the Superior Court of Lower Canada. The present appeal to Her Majesty-in-council is from that judgment.

It appears clear to their Lordships that the judgment of the Court of Queen's Bench, which the Supreme Court reversed, could not be maintained upon the grounds assigned for it, unless the rights which belong by the law of Lower Canada to the owners of riparian lands, on the banks of a river which is not navigable, are denied to them when the river is (as in this case) navigable and tidal. Unless that proposition can be established, what was said by Lord Cairns in the case of *Lyon* v. *Fishmongers Co.* (1 App. Ca. 671) must be as true and as applicable in Quebec as in England. Distinguishing the public right of navigation from the rights belonging to the owner of the riparian land, as such, His Lordship said: "When this right of navigation is connected with an exclusive access to and from a particular wharf, it assumes a very different character. It ceases to be a right held in common with the rest of the public, for other members of the public have no access to or from the river at the particular place, and it becomes a form of enjoyment of the land and of the river in connection with the land, the disturbance of which may

be vindicated in damages by an action or restrained by an injunction."

In the view of their Lordships, this case raises for decision two, and only two, substantial questions; first, whether the land of the respondents (plaintiffs below) has suffered, by the execution of the railway company's works, any such damage or injury as to make an indemnity due to them from the company; and, secondly, whether the respondents have taken the proper course for obtaining that indemnity, if it is their right. In their Lordships' judgment, the first of those questions must, upon the facts, be answered in the respondents' favor, unless it can be made out that by reason of some distinction, in the law of Lower Canada, between navigable or tidal and non-navigable rivers, they had not those rights as riparian owners in the *locus in quo*, which they would have had if the river had not been navigable. Upon this point their Lordships consider that the burden of proof was upon the appellants; the Supreme Court has held the contrary; and their Lordships could not advise Her Majesty to reverse the judgment of that Court, unless satisfied that it was erroneous.

In *Miner* v. *Gilmour* (12 Moore, 157), this tribunal determined, after two arguments (in 1858), that with respect to riparian rights (in that case the river was not tidal or navigable), there was "no material distinction between the law of Lower Canada and the law of England."

Lord Kingsdown delivering the judgment of the Committee, said:—"By the general "law applicable to running streams, every "riparian proprietor has a right to what "may be called the ordinary use of the "water flowing past his land; for instance, "to the reasonable use of the water for his "domestic purposes, and for his cattle; "but, further, he has a right to the use of it "for any purpose, or what may be deemed "the extraordinary use of it, provided he "does not thereby interfere with the rights "of other proprietors, either above or below "him."

The question, whether this general law was, in England, applicable to navigable and tidal rivers arose, and (with the qualification only that the public right of navigation must not be obstructed or interfered with) was decided in the affirmative by the House of Lords, in *Lyon* v. *Fishmongers Co.* (1 App. Ca. 671). That decision was arrived at, not upon English authorities only, but on grounds of reason and principle, which (if sound, as their Lordships think them) must be applicable to every country in which the same general law of riparian rights prevails, unless excluded by some positive rule or binding authority of the *lex loci*. The reasons assigned by Chief-Justice Dorion in the Court of Queen's Bench, for the judgment of that Court, were not addressed to any distinction in principle between riparian rights on the banks of navigable or tidal, and on those of non-navigable rivers, but they treated the complaint as if it turned upon a claim to use, not the plaintiffs' riparian land, but the beach or foreshore belonging to the Crown, for access to the river. If this had been so, and if the plaintiffs' land had been at all times divided from the river by a dry beach or foreshore in the nature of a public highway, open to all the Queen's subjects, the same question might have arisen here, which was considered and determined in England in the case of the *Metropolitan Board of Works* v. *McCarthy* (7 Eng. & Ir. App., p. 243). But that is not the state of facts with which their Lordships have to deal. The *grève*, or foreshore, is not mentioned in the plaintiffs' declaration, which alleges an obstruction of the plaintiffs' access to "the river St. Charles," and the construction of a *quai*, about 15 feet high, completely shutting off the plaintiffs' access to the said "river;" and that the plaintiffs' access from their property to the "said river" had been rendered impossible. The fact being established by the evidence, that the plaintiffs' bank was always accessible with boats at high water, what was said in *Lyon* v. *Fishmongers' Co.* (1 App. Ca. 683), is equally applicable here:—"It is true that "the bank of a tidal river, of which the fore-"shore is left bare at low water, is not always "in contact with the flow of the stream; but "it is in such contact, for a great part of every "day, in the ordinary and regular course of "nature, which is an amply sufficient foun-"dation for a natural riparian right."

The only ground of distinction suggested

between a non-navigable river (such as that in *Miner* v. *Gilmour*) and a navigable or tidal river, forming at high water the boundary of riparian land, was that in the case of a non-navigable river the riparian owner is proprietor of the bed of the river, *ad medium filum aquæ*, which, in the case of a non-navigable river such as the St. Charles, belongs to the Crown. The same distinction was contended for in *Lyon v. Fishmongers' Company;* but the House of Lords, on grounds with which their Lordships concur, thought it immaterial. Lord Cairns rejected the proposition that the right of a riparian owner to the use of the stream depends on ownership of the soil of the stream; he adopted the words of Lord Wensleydale in *Chasemore* v. *Richard* (7 H. L. 372);—"The subject of "right to streams of water flowing on the "surface has been of late years fully dis- "cussed, and by a series of carefully con- "sidered judgments placed upon a clear "and satisfactory footing. It has now been "settled that the right to the enjoyment of a "natural stream of water on the surface, "*ex jure naturæ*, belongs to the proprietor of "the adjoining lands, as a natural incident "to the right to the soil itself, and that he is "entitled to the benefit of it, as he is to all "the other natural advantages belonging to "the land of which he is the owner. He has "the right to have it come to him in its "natural state, in flow, quantity and quality, "and to go from him without obstruction, "upon the same principle that he is entitled "to the support of his neighbour's soil for "his own in its natural state."

It was said in the same case of *Lyon* v. *Fishmongers' Company*, p. 683: "It is, of "course, necessary for the existence of a "riparian right that the land should be in "contact with the flow of the stream; but "lateral contact is as good, *jure naturæ* as "vertical; and not only the word 'riparian,' "but the best authorities, such as *Miner* v. "*Gilmour*, and the passage which one of your "Lordships has read from Lord Wensleydale's "judgment in *Chasemore* v. *Richards*, state the "doctrine in terms which point to lateral "contact rather than vertical." This is followed by the words already cited as to its being sufficient that this contact should exist daily, in the ordinary and regular course of nature, though it may not continue during the whole of any day.

Their Lordships have considered the authorities referred to in support of this part of the appellants' argument, and they are of opinion that none of them tend to establish the non-existence of riparian rights upon navigable or tidal rivers in Lower Canada, or to show that the obstruction of such rights, without Parliamentary authority, would not be an actionable wrong, or that, if in a case like the present, the riparian owner would be entitled to indemnity, under a statute authorizing the works on condition of indemnity, the substituted access by openings, such as those which the appellants in this case have left, would be an answer to the claim for indemnity. The French law prevailing in Lower Canada recognizes generally, in cases of this nature, the right of *accès* and *sortie*; and under that law any substantial obstruction of it, by persons in other respects authorized, would give (*prima facie*) a right to indemnity. The only authorities relied upon by the appellants to which their Lordships think it necessary now to refer, are two Lower Canada cases, the *Queen* v. *Baird* (4 L.C.R. p. 325), and *Starns* v. *Molson* (M.L.R., 1 Q.B. pp. 425-431), and a modern French case *in re* Joanne Rousseray, quoted from the second part of Sirey's Decisions of the Imperial Courts in 1865.

In the *Queen* v. *Baird* there was upon the facts, as proved, no question of riparian right, or of any obstruction of access to the river. The dispute related to land which the nuns of a certain religious house at Quebec had reclaimed from the foreshore of the river, so that the water ceased to flow over it (4 L. C. R., p. 339), and to which the Crown had afterwards established its title. The only question was whether the Crown could grant it to other persons, without giving that religious house a right of preference or pre-emption, and this question was determined in favour of the Crown. In the grant actually made, there was a condition, reserving free access to the inhabitants there, and to the public generally, to pass and repass at all times over the wharves and roads.

That case throws no light upon the present controversy.

In *Starnes* v. *Molson* (M. L. R., 1 Q.B. 425, decided in 1885) riparian land fronting on the River St. Lawrence was taken by a railway company, and a separate sum was assessed as indemnity for the loss of the river frontage belonging to that land. This the Court held to be wrong, on the ground, apparently, that nothing ought to have been valued, except the land taken to which that frontage belonged. It is not clear to their Lordships that the Court, in that case, meant to determine that the land ought to have been valued as if it had no frontage to the River St. Lawrence, or as if it possessed no riparian rights. If the decision ought to be regarded as having any such consequence, their Lordships could not hold themselves bound by it upon the present appeal.

[To be continued.]

COUR DE POLICE.

MONTRÉAL, 2 octobre 1889.

Présent:—M. C. DESNOYERS, J. S. P.

LA REINE *v.* JOS. BRUNET.

Common Barratry.

PER CURIAM.—Le défendeur est accusé du délit de droit commun, appelé "Common Barratry."

D'après les définitions, ce délit consiste à susciter, encourager ou maintenir des procès et des querelles entre d'*autres* personnes.

La preuve contre le défendeur est qu'il aurait participé à faire emettre quatre procédés par les cours de Montréal. Dans deux cas c'étaient des saisies-arrêts à la poursuite de sa propre épouse, dont il est séparé de biens, et dans les deux autres cas, des saisies-arrêts à la poursuite de sa fille d'adoption—l'épouse du plaignant—pour faire exécuter les jugements rendus en leur faveur. Ces jugements ne sont pas même contestés, pas plus que les déclarations des tiers-saisis.

Je maintiens que le présent accusé avait un intérêt suffisant dans ces instances pour justifier son intervention.

Plainte renvoyée.

COUR DE POLICE.

MONTRÉAL, 9 octobre 1889.

Présent:—M. C. DESNOYERS, J. S. P.

MAJOR *v.* LABELLE.

Désertion par un apprenti.

Jugé:—1. Qu'un engagement verbal en vertu de l'article 5,617 des Stat. refondus, P.Q., doit être fait en présence de témoin, *autre* que le maître ou son épouse.

2. Ces derniers sont témoins compétents pour prouver le délit de désertion, (Stat. refondus, Canada (1859), ch. 103, sec. 45—Stat. ref. P.Q, art. 5,625—mais ne le sont pas pour prouver l'engagement verbal. (Code civil, arts. 1205, 1231, 1232.)

3. Le maître, à défaut de preuve écrite, peut offrir son serment quant aux conditions de l'engagement, etc., mais seulement dans le cas d'action pour salaire par les *domestiques* ou *serviteurs de ferme*—(Code civil, art. 1669, tel qu'amendé par le Stat. ref. P.Q., art. 5,815.)

4. Le mineur peut valablement s'engager comme apprenti, sans l'assistance de son tuteur—son contrat n'est pas nul de plein droit, mais seulement annulable pour lésion. —*Metrissé et al.* v. *Brault*, 4 L. C. J. 60; *Gagnon* v. *Sylva*, 3 Leg. News, 332; *Beliveau* v. *Duchesneau*, 22 L. C. J. 168; et *Colleret* v. *Martin*, 9 Leg. News, 212.

RECENT U.S. DECISIONS.

Railroads—Fires.—(1) In an action against a railroad company for negligently setting fire to woods on plaintiff's land lying near by, it appeared that defendant allowed combustible material to accumulate along its track, and that the fire originated therein shortly after a train passed. As the train went by the place where the fire began, witnesses stated that the smoke and sparks poured from the engine thickly; the sparks being larger than usual. It did not appear that the engine was not properly provided with a spark arrester, or that it was out of order or mismanaged. *Held*, sufficient evidence of negligence to warrant a verdict for plaintiff. (2) The fact that the fire passed through lands of another before reaching

plaintiff's woods does not render defendant's negligence the less the proximate cause of the injury. *Vandenburgh* v. *Truax*, 4 Den. 464; *Pollett* v. *Long*, 56 N.Y. 200.—N.Y. Court of Appeals, Oct. 8, 1889. *O'Neill* v. *New York O. & W. Ry. Co.* Affirming 45 Hun, 458.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Dec. 7.

Judicial Abandonments.

Samuel S. Armstrong, trader, Cranbourne, district of Beauce, Nov. 30.

John Burns, plumber, Montreal, Dec. 3.

Jacob A. Josephson, trader, Montreal, Dec. 2.

Albert Lefebvre, trader, parish of Laprairie, Dec. 4.

François Xavier Mercier, trader, St. Hyacinthe, Dec. 2.

Geo. St. Jorre & Co., grocers, Quebec, Dec. 3.

Curators appointed.

Re A. William Beattie, Dunham.—T. F. Wood, Dunham, curator, Nov. 25.

Re J. O. Bellerose, Sorel.—Kent & Turcotte, Montreal, joint curator, Dec. 2.

Re Boyer, frère, Montreal.—G. de Serres and J. M. Marcotte, Montreal, joint curator, Nov. 29.

Re A. Fournier & Co.—C. Desmarteau, Montreal, curator, Dec. 3.

Re George Gauvreau.—C. Desmarteau, Montreal, curator, Dec. 4.

Re Narcisse Lemire, St. Zephirin.—Kent & Turcotte, Montreal, joint curator, Dec. 2.

Re Pacaud & Prévost, Sorel.—Kent & Turcotte, Montreal, joint curator, Dec. 2.

Re Nazaire Prévost, Sorel.—Kent & Turcotte, Montreal, joint curator, Dec. 2.

Re L. Vigeant, St. John's.—Kent & Turcotte, Montreal, joint curator, Dec. 4.

Dividends.

Re Julie Deschesnes, Montreal.—First and final dividend, payable Dec. 21, T. Gauthier, Montreal, curator.

Re Donnelly & McCallum.—First and final dividend, payable Dec. 27, C. Desmarteau, Montreal, curator.

Re Alexander Houle.—First and final dividend, payable Dec. 28, C. Desmarteau, Montreal, curator.

Re H. Samson.—First and final dividend, payable Dec. 19, D. Arcand, Quebec, curator.

Separation as to Property.

Caroline Boyer vs. Napoleon Rochon, carter, Beauharnois, Nov. 29.

Elise Gaudet vs. Francois Xavier Brault, clerk, Montreal, Dec. 5.

Jane McIntosh vs. John McCowan, clerk, Montreal, Nov. 30.

Emelia Orsali vs. Henri Rainaud, Montreal, Nov. 23.

GENERAL NOTES.

QUEEN'S COUNSEL.—Mr. James Alex. Lougheed, of Calgary, and Robert Edwin Jackson, of Victoria, B.C., have been appointed Queen's Counsel.

PATRICK'S WILL.—An elderly gentleman, who knew something of law, lived in an Irish village where no solicitor had ever penetrated, and was in the habit of arranging the disputes of his neighbours and making their wills. At an early hour one morning he was aroused from his slumbers by a loud knocking at the gate, and putting his head out of the window, he asked who was there. 'It's me, yer honour—Paddy Flaherty. I could not get a wink of sleep thinking of the will I have made.' 'What's the matter with the will?' said the amateur lawyer. 'Matter indeed,' replied Pat, 'sure I've not left myself a three-legged stool to sit down upon!'

MORAL INFLUENCE OF PRISONS ON PRISONERS.—Prince Krapotkin recently gave a lecture in Manchester on the above subject. He contended that prisoners took no interest in their work, and lost their self-respect by wearing prison clothes. One grave result of imprisonment was the loss of physical and mental energy, and it has been clearly demonstrated that, if a person once went to prison, the chances were that he would go again. It was stated that there is in this country, as also in Germany, a movement on foot to obtain shorter sentences upon prisoners. He advocated the prevention, and not the punishment, of crime. Physical features were important factors in crime—the physical circumstances by which the person was surrounded. On the subject of capital punishment it was suggested that to hang a man was the most wicked manner of dealing with crime that could be adopted. Capital punishment had been abolished in Russia since 1762, and they were not more murderous there than in England. The feeling in Russia was that the small thief was worse than he who in a moment of passion committed an act of which he afterwards repented. The effect of executions taking place and being reported in the papers was to convey the impression to men's minds that human life was worth nothing.—*Law Journal, London.*

A DEFINITION OF A FISHING-BOAT.—The owner of a Yarmouth herring-boat recently propounded to a contemporary the following question: 'Is an open-deck fishing-boat a ship, and can the Board of Trade order an inquiry into an accident?' He obtained the following reply, which may be useful to such of our readers who practise amongst 'the men who go down to the sea in ships'; 'The Board of Trade have power to direct an inquiry into any casualty to a ship under sections 241, 242, and 243 of the Act of 1854, and sections 23 and 33 of the Amendment Act, 1862. The steamship *Thames*, from Sunderland to Cherbourg, ran into the fishing-boat *Rachel*. It became a question whether, in pursuance of the Acts of Parliament, the *Rachel*, of 10 tons, 24 feet in length, but decked forward, was a ship. This herring-boat had two movable masts and a lug-sail for each, but was sometimes propelled by oars. As she was occasionally rowed with no canvas set, it was sought to prove that she was an open running boat, and not a ship; but as she went about twenty miles off the coast, the Court of Queen's Bench, January 28, 1871, held that she was a ship in contemplation of the statute.'—*Id.*

FIRST FEE.—A Detroit journal recently interviewed ten of the senior members out of a bar of three hundred, to ascertain the amount of the first fee which each had received in a case. It appeared that nearly all began with a fee of five dollars.