The Legal News.

Vol. XIV. JANUARY 31, 1891. No. 5.

SUPREME COURT OF CANADA.

OTTAWA, Nov. 10, 1890.

Ontario.]

MACDOUGALL v. THE LAW SOCIETY OF UPPER CANADA.

Solicitor—Practising without certificate—Nominal member of firm—Professional advertisement.

The firm of M. M. & B., barristers and solicitors, published an advertisement in newspapers which stated that the firm consisted of three partners, W. M., F. M. and N. B., and the three names appeared, also, on the professional cards and letter headings used by the firm. W. M. not having taken out a certificate of the Law Society entitling him to practise as a solicitor, proceedings were instituted to have him suspended from practice for three months unless the fees to the society and a penalty of $40 were paid. In these proceedings it was shown by the evidence of F. M., taken under an order for examination, that W. M. was not, in fact, a partner in the said firm; that an agreement of partnership had been entered into between F. M. and B., who shared all the profits and paid all the expenses of the firm; that no writs were issued in the name of the firm, but were issued in the name of B., and all proceedings in the courts were carried on in B.'s name, and that W. M. was not, at first, aware that his name would appear as an ostensible partner, though he made no objection to it afterwards. As against this, the only act of practising as a solicitor by W. M. shown by the society, was that the name of the firm was indorsed on certain papers filed in the Ontario courts in suits with which the firm was concerned.

Held, reversing the judgment of the Court of Appeal (15 Ont. App. R. 150), and of the Divisional Court (13 O.R. 204), that W. M. did not practise as a solicitor in the courts of the Province within the meaning of R. S. O. (1877), c. 140, s. 21, and that he was not estopped by permitting his name to be published as a member of a firm in active practice from showing that he was not, in fact, a member of such firm.

Appeal allowed with costs.

Belcourt for the appellant.
Marsh, Q.C., for the respondent.

OTTAWA, Nov. 10, 1890.

Ontario.]

GODSON v. THE CORPORATION OF THE CITY OF TORONTO, AND MCDOUGALL.

Prohibition—Restraining inquiry ordered by City Council—R. S. O. (1887), *c.* 184, *s.* 477—*Functions of county court judge.*

The Council of the city of Toronto, under the provisions of R. S. O. (1887), c. 184, s. 477, passed a resolution directing a county court judge to inquire into dealings between the city and persons who were or had been contractors for civic works with a view of ascertaining in what respect, if any, the system of the business of that city in that respect was defective, and if the city had been defrauded out of public monies in connection with such contracts. G., who had been a contractor with the city, and whose name was mentioned in the resolution, attended before the judge and claimed that the inquiry as to his contracts should proceed only on specific charges of malfeasance or misconduct, and the judge refusing to order such charges to be formulated, he applied for a writ of prohibition.

Held, affirming the judgment of the court below, Gwynne, J., dissenting, that the county court judge was not acting judicially in holding this inquiry; that he was in no sense a court, and had no power to pronounce judgment imposing any legal duty or obligation on any person; and he was not, therefore, subject to control by writ of prohibition from a Superior Court.

Held, per Gwynne, J., that the writ of prohibition would lie, and in the circumstances shown it ought to issue.

Appeal dismissed with costs.

McCarthy, Q.C., and *T. P. Galt* for appellant.
Aylesworth for respondent.

Nova Scotia.] OTTAWA, Nov. 10, 1890.

KEARNEY v. OAKES.

Notice of action—Employee of railway department—Contractor for building Government Railway—Government Railway Act, 1881 (44 V., *c.* 25), *s.* 109.

Sec. 109 of the Government Railways Act, 1881, provides that "No action shall be brought against any officer, employee or servant of the Department (of Railways and Canals) for anything done by virtue of his office, service or employment, unless within three months after the act committed and upon one month's previous notice thereof in writing."

Held, reversing the judgment of the Supreme Court of Nova Scotia (20 N. S. Rep., 30), Ritchie, C.J., and Gwynne, J., dissenting, that a contractor with the Minister of Railways as representing the Crown, for the construction of a branch to the Intercolonial Railway, is not an employee of the department within the meaning of this section, and is not entitled to notice of an action to be brought for a trespass committed by him in the execution of his contract.

Appeal allowed with costs.

T. J. Wallace for the appellant.

R. L. Borden for the respondent.

Nova Scotia.] OTTAWA, Oct. 30, 1890.

THE HALIFAX STREET RAILWAY CO. v. JOYCE.

Appeal—Judgment on motion for new trial—R. S. C., c. 135, *s.* 24 (*d*)—*Construction of—Non-jury case.*

Sec. 24 (*d*) of the Supreme Court Act (R. S. C., c. 135), allowing an appeal "from the judgment on a motion for a new trial on the ground that the judge has not ruled according to law," does not give the Supreme Court jurisdiction in a case tried by a judge without a jury, but is applicable to jury causes only, the expression in such section "that the judge has not ruled according to law" referring to the directions given by a judge to a jury. Gwynne, J., *dubitante.*

Appeal quashed with costs.

Russell, Q.C., for the appellant.

Newcombe for the respondent.

New Brunswick.] OTTAWA, Nov. 10, 1890.

PHŒNIX INS. CO. v. MCGHEE.

Marine Insurance—Action for total loss—Right to recover for partial loss—Findings of jury.

A vessel was insured for a voyage from St. John's, Newfoundland, to a coal port in Cape Breton, and was stranded on the Cape Breton coast at a place where there were no inhabitants and no facilities for repairing any damage she may have suffered. The captain made his way through the woods to a place wher he could telegraph to the owners, from whom he received instructions to use every means to get the vessel off, as she was only half insured, and to communicate with the owners' agent at Sydney. In response to a telegram to the agent a tug was sent to the place where the vessel was, and the master of the tug, after examining the situation of the vessel, refused to attempt to pull her off the rocks. About a fortnight later one of the owners came to the place and caused a survey to be held on the vessel, and, after receiving the surveyor's report, he had her sold at auction, realizing only a trifling amount.

In an action on the insurance policy for a total loss, the only evidence as to the loss was that of the captain of the vessel, who stated what the tug had done, and swore that, in his opinion, the vessel could not have been got off the rocks. The jury found, in answer to questions submitted to them, that the vessel was a total loss in the position they considered she was in, and that a notice of abandonment would not have benefitted the underwriters. A verdict was given for the plaintiff, which the court in banc sustained.

Held, per Ritchie, C.J., and Strong, J., that the jury having found the vessel to be a total loss, and that finding being one that reasonable men might have arrived at on the evidence, it should not be disturbed by an appellate court.

Per Taschereau, Gwynne and Patterson, JJ., that as the vessel existed in specie for some time after she was stranded, and there being no satisfactory evidence that she could not have been got off and repaired, there was no total loss.

Per Ritchie, C.J., Strong and Patterson, JJ., that if the verdict for a total loss could not stand there should be a new trial, the plaintiff being entitled in this form of action to recover as for a partial loss.

Appeal allowed and new trial ordered.

C. A. Palmer for the appellant.

Barker, Q.C., for the respondent.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Lessor and Lessee—Art. 1624, *C. C.—Art.* 887, *C. C. P.—Jurisdiction.*

Held:—1. An action under Art. 1624, C. C., to recover possession of the premises leased, where the lessee continues in possession after the expiration of the lease, may be brought by the lessor under the provisions of Arts. 887 *et seq.*, C.C.P., regulating suits between lessors and lessees.

2. Where to an action to recover possession of the premises a demand is joined for the value of the use and occupation since the expiration of the lease, the action must be brought in the Superior or Circuit Court according to the amount claimed.—*McBean & Blachford*, Dorion, C. J., Tessier, Baby, Bossé, Doherty, JJ. (Tessier and Baby, JJ., *diss.*), Sept. 22, 1890.

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*SUPERIOR COURT—MONTREAL.**

Jurisdiction—Action of damages against saloon-keeper for selling intoxicating liquor to inebriate after notice—R. S. Q. 929, 1031, 1041.

Held:—That the action, under R. S. Q. 929, against a saloon-keeper who, after notification, sells intoxicating liquor to a person who has the habit of drinking intoxicating liquor to excess, must be brought in the Superior or Circuit Court, and that the summary jurisdiction of two justices of the peace, the judge of sessions and the Recorder, is restricted to actions not exceeding $200, taken for penalties, fines or fees due under the Act. (R. S. Q. 1031).—*Ex parte Tremblay, & de Montigny*, Recorder, and *Gaden, mis en cause*, Pagnuelo, J., Jan. 11, 1890.

* To appear in Montreal Law Reports, 6 Q. B.

* To appear in Montreal Law Reports, 7 S. C.

Master and servant—Desertion from service— 14-15 *Vict., ch.* 128.

Held:—That a journeyman shoemaker, engaged to make boots and shoes at so much per dozen, falls within the provisions of 14-15 Vict., ch. 128, and the by-law of the city of Montreal passed in accordance therewith, and may be punished for desertion from the service of his employer as therein provided.—*Ex parte Gagnier*, and *de Montigny*, Recorder and *Slater et al.*, Pagnuelo, J., Jan. 11, 1890.

Payment by insolvent in fraud of creditors—Action of creditor—Arts. 1032, 1036, *C. C.*

Held:—(Following *Boisseau & Thibaudeau*, 7 Leg. News, 274), That a creditor who alleges that his debtor while insolvent has made payments to another creditor who was aware of his insolvency, is entitled to sue the latter in his own name, and to ask that such moneys be paid into Court for the benefit of the creditors generally. Where a curator has been appointed to the insolvent the curator may bring the action, and in his default, it is competent to any creditor to bring it.[1]—*Jeannotte et al.* v. *La Banque de St. Hyacinthe*, Pagnuelo, J., Nov. 20, 1890.

Concordat—Billet promissoire—Considération.

Jugé:—Que la remise par concordat de partie d'une créance tout en affranchissant le débiteur de l'obligation civile, laisse néanmoins subsister l'obligation naturelle, pour la partie ainsi remise, et que cette dette naturelle peut ensuite être la cause et considération valable d'une nouvelle obligation civile consentie par le débiteur.—*Lockerby* v. *O'Hara*, Jetté, J., 22 déc. 1890.

FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)

CHAPTER X.

NOTICE OF LOSS.

[Continued from p. 31.]

And surely the assignment of the policy cannot bar the company from the advantage

[1] See also *Jacobs & Ransom*, M. L. R., 5 Q. B. 260, approving *Boisseau & Thibaudeau*, 7 Leg. News, 274.

of the following condition on the same policy:—

"Where any loss or damage is proved, the company, when the insurance is on goods or furniture, shall have the option of paying the amount of such loss or damage, or of supplying the insured with the like quantity of goods or furniture of the same sort and of equal value with those destroyed or damaged, or of putting the same into as good a state of repair as they were in before the happening of the fire. Where the insurance is on buildings, the company shall have the option of paying the amount of the loss or damage sustained, or with all convenient speed of re-building or repairing the same, so as to put them in as good condition as they were in immediately before the happening of the fire. The insured being bound to give all information to the company as to the goods or the construction of the buildings to enable the company to restore or re-build."

§ 241. *Assignee's right not defeated by default of original insured.*

In the case of *Tillou* v. *Kingston Mutual Insurance Co.*,[1] a policy was assigned, and the consent of the company to the assignment was held to make a contract with the assignee, Ketcham. It was also held that the original insured could not, by any violation or non-compliance with the terms of the policy, defeat the assignee or work to prevent his getting the insurance money.[2] The *Tillou* case is not now followed. Flanders, 503, in note.

If it be a condition precedent that "within three calendar months particulars under his (insured's) or her hand" shall be furnished to insurers, though the insurer be abroad it is no excuse. The stipulated delivery of particulars must take place, else *actio non*.[3] Nothing but a formal waiver of the condition can save in such a case.

In *Whyte* v. *The Home Insurance Co.*,[4] Clarke insured to the amount of $5,000, and subsequently transferred to Whyte all his title and interest in the policy. The defendants, by indorsation on the policy, consented to such transfer subject to all the conditions therein contained. The jury found that there had not been a statement delivered of Clarke's loss by the fire, and the Court of Review dismissed the action, because Clarke had not proved his loss as required by the conditions of the policy. In the case of *Whyte* v. *The Western Ass. Co.*,[1] a similar decision was given by the Privy Council. Clarke assigned the policy to Whyte. A fire happened. Proofs were then made by Whyte. But it was held that Clarke was the person who ought to have made them under a clause: that "in case this policy be "assigned in trust or as collateral security "when loss arises, it shall be the duty of the "assignor to make the necessary proofs in "support of the claim before the same shall "be payable."[2]

Where the policy has been assigned with the consent of the insurers before the loss, the *notice* may be given by the assignee instead of the original insured.[3]

In 32 Am. R. (Michigan case), notice was to be by the assured. Loss was payable to C. J. as his mortgage interest should appear. Notice of fire and loss was given, not by the assured, but by C. J.

Held, the assured could not hurt C. J. by abstaining or failing to give notice. The mortgagee was one party assured.[4]

Yet it is held often that the assured is the proper person to sue on a policy.

In *Stearns* v. *Quincy M. F. I. Co.*, the mortgagor was to keep the mortgaged house insured for the benefit of the mortgagee. The mortgagor insures, taking a policy in his own name. The insurance company knew nothing, yet was notified by mortgagee after fire. It paid the insured. The mortgagee sued and the action was dismissed.[5]

§ 242. *"Forthwith and immediate"—Interpretation of.*

Where a policy required immediate notice [notice forthwith] of loss to be given, notice eleven days only after the fire was held *too late*.[6]

[1] 7 Barbour.
[2] § 61 Angell is founded on the Tillou case, and that section, *semble*, is bad.
[3] *Mason* v. *Harvey*, 8 Exch., and vol. 20, Eng. Law and Eq. Rep., Amn. Edition.
[4] In the Court of Review, Montreal, 1872.

[1] In the Privy Council, A.D. 1875.
[2] See Pouget, Dict. des Ass., t. 2, p. 1103.
[3] *Cornell* v. *Leroy*, 9 Wend., 163.
[4] *Watertown F. Ins. Co., Appt.*, v. *Grover & Baker S. M. Co.*
[5] Mass. Sup. Court, 1878.
[6] *Trask* v. *State F. & M. Ins. Co.*, 29 Penn. Rep. *Semble*, this part of the conditions is more strictly to be followed than the others. Observe the American condition requires notice of fire to be given within 14 days. *Semble*, this is *de rigueur*.

"Forthwith" or "immediately" for notices means without unreasonable delay. The jury are to judge. May, p. 365, Flanders, p. 561, agree.

Where notice of loss is to be given forthwith, notice by letter mailed prepaid is sufficient *prima facie*.

§ 243. *Capricious objection to proof not admissible.*

Where the expression "due proof" of loss occurs in the policy, this usually means legal proof; and cannot mean the proofs required by some particular by-law, unless the insured have submitted to the by-laws as part of the policy.[1]

Where satisfactory proof was to be furnished (after loss), with such further evidence as the directors "should think necessary," and the company pleaded the condition, a replication was held good, which said that the evidence that the directors required was not evidence which, reasonably or properly, they ought to have required, and that the directors unreasonably and capriciously refused to be satisfied with the evidence furnished.[2] When particulars are to be furnished, with proof satisfactory to the directors, such proof is meant as the directors may reasonably ask for, but not unreasonably.

In *Roper* v. *Lendon*,[3] notice was to be forthwith given after fire, and "within 15 days after fire deliver in as particular an account, etc, as the nature of the case will admit of." The plea was that the plaintiff did not give notice forthwith, or deliver within 15 days an account, etc. On demurrer the plea was held good, and the demurrer was overruled. Delivery within 15 days was held a condition precedent—an easy condition, it is said; any reasonable account will do.

But where there was a reasonable excuse for the delay, and the condition was waived by the company, the plaintiff was allowed to recover. In *Post et al.* v. *The Ætna*,[4] the fire occurred on the 19th April; on the 1st July proofs of loss were served on the company. Yet the action was allowed, for the delay was reasonably excused, and objection on this ground held to have been waived by the company; and it was held that waiver may be express or implied.

[1] *Taylor* v. *The Ætna*, 13 Gray.
[2] *Braunstein* v. *Acc. Death Ins. Co.*, 1 Best & Smith. Q.B., English Jurist, p. 506, Nov., 1861. The company might as well claim to pay only if it thought proper.
[3] 1 Ell. and Ell. per Lord Campbell, A.D. 1859.
[4] 43 Barbour.

APPEAL REGISTER—MONTREAL.

Thursday, January 15, 1891.

Stewart et al. & Bank of B. N. A.—Petition for leave to appeal from interlocutory judgment granted.

Baker et al. & Société de Construction Métropolitaine.—Motion to dismiss appeal, granted; costs to follow suit. Petition in intervention of N. Leslie et al., granted; costs to follow suit.

The Queen v. *Ford and Graham.*—Hearing on Reserved Case.—C. A. V.

Jeffrey & Canada Shipping Co.—Appeal from judgment of Malhiot, J., S.C., Montreal, Jan. 25, 1889.—C. A. V.

Desjardins & Robert, and *Laviolette.*—Appeal from judgment of Johnson, Ch. J., S. C., Montreal, June 28, 1889.—Part heard.

Friday, January 16.

Canada Jute Co. & McDonald.—Motion for leave to appeal from interlocutory judgment. —C. A. V.

Desjardins & Robert, and *Laviolette.*—Hearing concluded.—C. A. V.

Saturday, January 17.

Canada Jute Co. & McDonald.—Motion for leave to appeal from interlocutory judgment maintaining the plaintiff's demurrer to defendant's third plea; dismissed with costs.

Gaudry & Gaudry.—Judgment of Wurtele, J., Superior Court, Montreal, Feb. 13, 1889, confirmed.

Bruneau & Moreau.—Judgment of Loranger, J., Superior Court, Montreal, confirmed.

Laflamme & St. Jacques.—Judgment of Superior Court, St. Hyacinthe, confirmed.

Durocher & Lacoste.—Judgment of Wurtele, J., Superior Court, Montreal, June 19, 1889, confirmed.

Hall & Read.—Judgment of Gill, J., S. C., Joliette, May 28, 1889, confirmed.

Johnson & Landry.—Judgment of Globensky, J., Superior Court, Montreal, March 12, 1888, reversed, and action dismissed.

Atlantic & North West R. Co. & Lavallée. —Judgment of Gill, J., Superior Court, Mont-

real, April 8, 1889, reversed; award of arbitrators maintained.

Guy & Schiller.—Motion for leave to appeal from interlocutory judgment.—C. A. V.

Wineberg & Hampson.—Appeal from judgment of Pagnuelo, J., S. C., Montreal, Jan. 4, 1890.—Part heard.

Monday, January 19.

City of Montreal & Lussier; City of Montreal & Valois.—Motions for leave to appeal from interlocutory judgment.—C. A. V.

Lafrenière & McBean.—Motion for leave to appeal from interlocutory judgment.—C. A. V.

Meunier, Picard, Renaud, St. Pierre & Cité de Montréal.—Motions for leave to appeal from interlocutory judgment.—C. A. V.

Wineberg & Hampson.—Hearing concluded.—C. A. V.

Tuesday, January 20.

Turcotte & Whelan; Turcotte & Pacaud; Turcotte & Tarte.—Appeal from judgments of Wurtele, J., S. C., Montreal, July 25, 1890.—Heard. C. A. V.

Ex parte Pascal Leclerc.—Petition to be admitted a bailiff of the Court.—C. A. V.

Lacroix & Fauteux.—Appeal from judgment of Wurtele, J., S. C., Montreal, May 31, 1890.—Part heard.

Wednesday, January 21.

Ex parte P. Leclerc.—Petition to be admitted a bailiff granted.

Lacroix & Fauteux.—Hearing concluded.—C. A. V.

Ross & Dupuis.—Appeal from judgment of Mathieu, J., S. C., Montreal, Sept. 9, 1889.—Heard.—C. A. V.

Accident Insurance Co. & Young.—Appeal from judgment of Tellier, J., S. C., Montreal, Sept. 13, 1889.—Part heard.

Thursday, January 22.

Accident Insurance Co. & Young.—Hearing concluded.—C. A. V.

Pignolet & Brosseau.—Appeal from judgment of Doherty, J., Superior Court, Montreal, April 21, 1888.—Submitted on factums.—C. A. V.

Claude & Jasmin.—Appeal from judgment of Taschereau, J., Superior Court, Montreal, June 30, 1889.—Heard. C. A. V.

Seath & Daveluy.—Appeal from judgment of Davidson, J., Superior Court, Montreal, May 1, 1889.—Heard. C. A. V.

Friday, January 23.

McConnell & Corporation d'Argenteuil.—Appeal from judgment of Court of Review, Montreal, June 22, 1889.—Heard. C. A. V.

McConnell & Corporation of Lachute.—Do.

Turcotte & Moir; Corporation of Village of Huntingdon & Moir.—Appeal from judgment of Bélanger, J., Superior Court, Beauharnois, May 26, 1890.—Heard. C. A. V.

Germain & Lynch.—Appeal from judgment of Superior Court, Richelieu.—Heard. C. A. V.

Saturday, January 24.

Guy & Schiller.—Motion for leave to appeal rejected with costs.

Lafrenière & McBean.—Motion for leave to appeal rejected with costs.

Valois & City of Montreal; Lussier & City of Montreal.—Motions for leave to appeal rejected with costs.

Meunier, Picard, Renaud, St. Pierre & Cité de Montréal.—Motions for leave to appeal rejected without costs.

Merrill & Ryder, & Foss.—Judgment of Doherty, J., Superior Court, St. Francis, June 27, 1887, confirmed.

Jeffrey & Canada Shipping Co.—Judgment of Malhiot, J., Superior Court, Montreal, Jan. 25, 1889, confirmed.

Thomson & Molson.—Judgment of Superior Court, Montreal, reversed, and $100 damages allowed.

Inglis & Phillips—Judgment of Davidson, J., Superior Court, Montreal, Nov. 5, 1887, confirmed.

West & Page.—Judgment of Lynch, J., Superior Court, Bedford, April 21, 1890, reversed with costs.

Thompson & Dominion Salvage & Wrecking Co.—Judgment of Taschereau, J., Superior Court, Montreal, Oct. 11, 1889, reversed, Cross, J., dissenting.

Brown & Dominion Salvage & Wrecking Co.—Do.

Atlantic & N. W. R. Co. & Judah.—Judgment of Gill, J., Superior Court, Montreal, reversed, Tessier, J., dissenting.

Judah & Atlantic & N. W. R. Co.—Cross appeal dismissed.

Monday, January 26.

The Queen v. *Ford and Graham.*—Conviction quashed, Baby and Bossé, JJ., diss.

Lambert & Desaulniers.—Judgment of Gill, J., Superior Court, Montreal, March 20, 1889, reformed, condemnation reduced to $25 with costs of that class; each party to pay his own costs in appeal.

Daveluy & Société de Construction C. F. de Montréal.—Judgment of Davidson, J., Superior Court, Montreal, May 9, 1889, reversed.

Berthiaume & Cie d'Imprimerie.—Motion of respondent for dismissal of appeal, granted as to costs only.

Crawford & Protestant Hospital for the Insane.—Appeal from judgment of Jetté, J., Superior Court, Montreal, April 6, 1889.—Part heard.

Ex parte Eugénie Gareau.—Petition for *habeas corpus.*—Writ issued, *in forma pauperis.*

Tuesday, January 27.

Corporation Comté de Verchères & Corporation de Varennes.—Appeal from judgment of Court of Review, Montreal.—Confirmed Bossé, J., diss.

O. & Q. R. Co. & Curé, etc, Ste. Anne de Bellevue.—Rayée.

Thompson & Dominion Salvage & Wrecking Co; Brown & Do.—Leave to appeal to the Privy Council granted.

Bury & Murphy.—A. L. de Martigny appointed sequestrator.

The following appeals were declared abandoned:—St. Amour & St. Amour; Longtin & Longtin; Roy & Town of Ste. Cunegonde; Curran & G. T. R. Co.; Poulin & Bradley.

Crawford & Protestant Hospital for the Insane.—Hearing concluded. C. A. V.

Ex parte Gareau, petitioner for *habeas corpus.* Petitioner discharged.

Ball & McCaffrey.—Appeal from judgment of Tait, J., Superior Court, Montreal, Dec. 7, 1889.—Heard. C. A. V.

The Court adjourned to March 16.

CREMATION.

Within six weeks the bodies of three persons well known to the world—Baron Huddleston, Mr. Kinglake, and the Duke of Bedford—have been cremated. Attention having been so prominently directed to the subject, the number of cremations is likely to increase, and it is as well to inquire what is the law on the point. Now in *Williams* v. *Williams,* 51 Law J. Rep. Chan. 385, Mr. Justice Kay declared it to be doubtful whether it is lawful to burn a dead body even if the deceased by his will directed some person to do so. But in *Regina* v. *Price* 52 Law J. Rep. M.C. 57, Mr. Justice Stephen, in charging the grand jury at Cardiff, laid down, after an exhaustive examination of the learning on the subject, that to burn a dead body is no misdemeanor unless it be so done as to create a public nuisance, or done in order to prevent the coroner holding an inquest on the body—as to which last point see also *Regina* v. *Stevenson,* 53 Law J. Rep. M.C. 176, in which a conviction for unlawfully burning was affirmed by the Court of Criminal Appeal. Cremation, therefore, is, within certain very reasonable limits, a perfectly lawful manner of disposing of a dead body. But the questions may possibly arise, whether a clergyman of the Church of England (1) may legally read the burial service with such alteration as is necessary over the ashes of a cremated person, and (2) whether he might be compelled to do so, which questions are not quite without practical interest when the strongly worded objections to cremation of the late Bishop of Lincoln are considered. We slightly incline to the opinion that, technically, an ecclesiastical offence is committed by a clergyman altering the burial service to suit it to a cremation, and have little doubt that a clergyman could not be compelled so to alter it. The question seems now to require attention from Convocation.—*Law Journal* (London.)

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Jan. 24.

Judicial Abandonments.

David Gagnon, trader, Bascatong Bridge, Jan. 14.

Godbout & Bergeron, merchant tailors, Quebec, Jan. 21.

William Paquet, grocer, Quebec, Jan. 15.

Telesphore Roux, trader, Windsor Mills, Jan. 5.

Curators appointed.

Re T. Bell & Co., Montreal.—G. H. Trigge, Montreal, curator, Jan. 14.

Re F. X. Bertrand & Fils.—Bilodeau & Renaud, Montreal, joint curator, Jan. 17.

Re Joseph Camaraire, saddler, town of St. John's.—J. A. Nadeau and J. Lavoie, Iberville, joint curator, Jan. 20.

Re J. M. Conroy, Montreal.—Kent & Turcotte, Montreal, joint curator, Jan. 16.

Re Néré Gagnon.—F. Valentine, Three Rivers, curator, Jan. 16.

Re F. X. Labranche, Thetford Mines.—Kent & Turcotte, Montreal, joint curator, Jan. 15.

Re Amédée Larivière, St. Bazile le Grand.—Kent & Turcotte, Montreal, joint curator, Jan. 17.

Re Méril Ménard, St. Hyacinthe.—J. O. Dion, St. Hyacinthe, curator, Jan. 21.

Re R. S. Oliver, Montreal.—A. F. Riddell, Montreal, curator, Jan. 10.

Re John A. Paterson & Company, Montreal.—W. A. Caldwell, Montreal, curator, Jan. 17.

Re L. P. St. Pierre.—F. Valentine, Three Rivers, curator, Jan. 21.

Re Alfred Trottier.—A. Quesnel, Arthabaskaville, curator, Jan. 15.

Re James Watkins, trader, township of Wickham.—J. E. Girouard, Drummondville, curator, Jan. 20.

Dividends.

Re Adjutor Bernier, stationer, Levis.—First and final dividend, payable Feb. 10, B. A. R. A. Beaupré, Quebec, curator.

Re Marie Louise Chartrand.—First and final dividend, payable Feb. 4, Bilodeau & Renaud, Montreal, joint curator.

Re Perusse Chrétien, St. Jean Deschaillons.—First and final dividend, payable Feb. 16, H. A. Bedard, Quebec, curator.

Re Auguste D'Anjou, St. Mathieu.—Second and final dividend, payable Feb. 16, H. A. Bedard, Quebec, curator.

Re E. T. Favreau.—Second and final dividend, payable Feb. 2, Bilodeau & Renaud, Montreal, joint curator.

Re Pierre Avila Gouin.—Second dividend, payable Feb. 3, Thos. Darling, Montreal, curator.

Re Laurent Hebert.—First and final dividend on proceeds of lots, payable Feb. 11, Kent & Turcotte, Montreal, joint curator.

Re John Johnson & Co., Montreal.—First and final dividend, payable Feb. 10, C. Desmarteau, Montreal, curator.

Re C. O. Lamontagne.—Claims to be paid in full, Feb. 10, A. L. Kent and G. Deserres, joint curator, Montreal.

Re J. H. Lauzon.—First and final dividend, payable Feb. 9, C. Desmarteau, Montreal, curator.

Re Pierre Martineau.—First and final dividend, payable Feb. 10, C. Desmarteau, Montreal, curator.

Re Elie Migneron, Ange Gardien.—First and final dividend on mortgages, payable Feb. 10, Kent & Turcotte, Montreal, joint curator.

Re Arsène Morin.—First and final dividend, payable Feb. 11, C. Desmarteau, Montreal, curator.

Re Chs. Ouellette.—First dividend, payable Jan. 31, Bilodeau & Renaud, Montreal, joint curator.

Re late A. M. Pharand.—First and final dividend, payable Feb. 10, J. E. Dumesnil, Coteau Landing, curator.

Separation as to Property.

Augusta Roth vs. Israel Vineberg, Montreal, June 12, 1889.

APPOINTMENTS.

John Ewing, town of Richmond, to be registrar of the county of Richmond, in the place of C. P. Cleveland, deceased.

Joseph Gariépy, parish of St. Pierre and St. Paul, of Baie St. Paul, to be registrar of the second registration division of the county of Charlevoix.

GENERAL NOTES.

BAR EXAMINATIONS.—The examinations for admission to the study and the practice of law, which commenced on Wednesday, 14th, ended on the 16th. Forty-nine candidates presented themselves for examination, of whom the following passed :—Admitted to study without examination, being holders of university diplomas —J. Boissonnault, B.L. ; Geo. F. Calder, B.A. ; Joseph Alex. Guilbault, B.L. ; P. C. Lacrosse, B.A. ; Geo. A. Marsan, B.L. ; Victor Vachon, B.L. ; Chas. E. Brodie, B.A. ; H. H. R. Fiset, B.L. ; W. A. Flynn, B.L. ; A. Pepin dit Lachance, B.L. ; Jas. E. Mill, B.A., Oxon ; J. A. H. Pelletier, B.L. ; Ernest Vezina, B.L.

Admitted to study after examination in sciences and letters—J. G. Beaubien and Arthur Hogle.

Passed in letters only—John H. Dunlop, S. Letourneau, Eusebe E. Morin, Joseph J. Bossé, Edward Kelly.

Passed in sciences—J. J. Wesley Miller and Phillip Sheridan. Both having previously passed in letters they were declared admitted to study.

Admitted to practice—Chas. De Guise, Francis Topp, Edward J. Duggan, Frederick C. Villeneuve, Joseph N. A. Demers, Louis N. Demers. Fourteen candidates were examined.

HYPNOTISM.—A demonstration showing how hypnotism may be abused by causing the committal of a crime by suggesting the deed to a subject, and also how to detect the imposture, was recently given by Dr. George Andre, at Manchester. Two subjects were taken—a man of middle age and a youth—and after being hypnotised, the former was told to steal a hat, to be done a minute after being awakened, and he, accordingly acting under the impulse, did so. In the pocket of the hypnotised youth was placed an empty revolver, and it was suggested he should murder his fellow-subject at the other end of the stage. Getting on his hands and knees, the boy crawled round to the man, pounced on him and flung him to the ground. On being afterwards examined by a deftly formed court of justice, judge and jury, he explained that he bore no grudge against the man beyond a suddenly conceived dislike. A real crime, it was stated, could be detected if it were suggested while the accused was under the influence of hypnotism.—*Law Jour.* (Lond.)

DEATH OF THE DUKE OF BEDFORD.—It has now been announced that the late Duke of Bedford committed suicide by shooting himself during a paroxysm of pain, and a coroner's jury have returned a verdict of 'temporary insanity.' It will be remembered that the remains of his grace were cremated, and we may have to offer some remarks later on on the legal restrictions which should safeguard cremation. It is certainly to be regretted that the true cause of the death of such a prominent member of the community should not have been at once announced.—*Lancet.*