The Legal News.

Vol. XIV. JUNE 20, 1891. No. 25.

The editors of the *Albany Law Journal*, the *Chicago Legal News*, and the *American Law Review* have made their adieux to their readers, preparatory to a vacation trip to Europe. It may perhaps be supposed that legal journalism is not so arduous a vocation as to require a long intermission. But the profits of legal journalism, even in the large field afforded by the United States, being insufficient for the existence of those who devote themselves to it, its labors are merely superadded as an accessory to an otherwise toilsome career, and we cordially hope our contemporaries will enjoy the rest to which they are so well entitled. We take the opportunity to add that during the approaching vacation we may for the first time probably be where postal facilities will do little to assist the issue of the *Legal News*, and some delay in the publication of vacation numbers may consequently occur. As a great many of our readers will be away from their offices during the same period, this will not make a material difference. The numbers in arrear will appear in due course after our return.

The inconvenience occasioned by the reconstruction of a building in actual use as a court house was forcibly presented a few days ago in Montreal. One learned judge was engaged in a consultation with a colleague in chambers, when a brick fell from above, and chancing to find an opening in the ceiling of the apartment occupied by the judges, continued its descent until it lighted at their feet. A slight difference in the position of the occupants of the room might have brought about a vacancy on the bench of the Superior Court.

Ex-President Cleveland, in an address to young lawyers, advises them as follows :— "If I were to tender any advice to young men in the legal profession or contemplating such a career, I think I could not refrain from asking them to dismiss from their minds the idea that the practice of the law is made up in an important degree of oratory and eloquent addresses before Courts and juries. No one should enter this profession who is not prepared to do very hard, continuous, and often irksome work. I shall follow this advice by saying that there is no mistake about another fact—to wit: In the practice of law, as in everything else, honesty, and frank fair dealing, is not only enjoined by good morals, but is the best policy. It is a delusion to suppose that the noble profession of the law can be faithfully pursued or successfully practised by trickery and overreaching subterfuges."

NEW PUBLICATION.

JURISPRUDENCE OF THE PRIVY COUNCIL, by Mr. J. J. Beauchamp, B.C.L., Advocate.—Montreal, A. Periard, Law Publisher.

Mr. Beauchamp, in the book before us, has undertaken a very considerable work. He has attempted, in one volume, to give a digest of all the decisions of the Privy Council. He gives more than the ordinary head notes, extracts from opinions being often included. There is also a sketch of the history of the tribunal; notes on the constitution of the Judicial Committee; a summary of its procedure, with appendices. The convenience of having a ready reference to this vast body of law is apparent. The decisions referred to are scattered over a great number of volumes. With the decision, the date of the judgment is given, reference is made to the full report, and to the names of the Courts appealed from. The remarks of their lordships referring to the principles of law which govern the case are also cited. The Judicial Committee, the author remarks, was created in 1833, by 3 & 4 William IV. Since that date the statute has been so amended as to render the notes here given very useful to the understanding of its present constitution and jurisdiction. The first of the appendices contains the names of all the British colonies, indicating the nature and origin of their civil laws. The second contains notes of all the decisions of the Court of Queen's Bench, appeal side, for the Province of Quebec, rendered under the articles of the Code of Civil Procedure on appeals to the Privy Council.

These notes are of special importance, as the Judicial Committee has declared the Court appealed from to be the sole authority to decide questions of procedure, such as the giving of security in appeal, preliminary to the introduction of the appeal in the Registrar's office, in England. The third appendix is a double alphabetical table of the cases reported in the volume.

This brief indication of the contents is sufficient to show the great usefulness of the work. Of course, more than a local circulation must be counted on to repay the very considerable expense of a volume comprising about a thousand pages. We are not aware that so comprehensive an undertaking has ever before been attempted, and it is brought down to the latest date. Mr. Beauchamp has brought both zeal and experience to his task, and has deserved the best thanks of the profession.

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Building Society—Liquidation—Resolution to wind up—Resolution cancelling vote to wind up.

Held:—That where a building Society has passed a resolution to wind up and liquidate the business of the Society under R. S. Q. 5455, and liquidators have been appointed to carry out and give effect to the resolution, and the liquidators have prepared a dividend sheet accordingly, the contract binding the members of the Society is by such entrance into liquidation dissolved, and cannot be resuscitated without the unanimous consent of its former members; and a resolution passed by a majority vote at a subsequent meeting, resolving that the Society shall continue its business, is null and of no effect. *Larivée et al. & La Société Canadienne-Française de Construction de Montréal*, Dorion, C. J., Tessier, Cross, Bossé, Doherty, JJ., May 21, 1890.

Action en bornage—Settling the boundaries—Art. 504, *C.C.—Procedure—Costs.*

Held:—1. In an action *en bornage* the Superior Court cannot order a surveyor to place landmarks to define and separate the respective properties of the parties without at the same time settling the boundary line between the properties and the points where the landmarks shall be placed. A surveyor appointed by the Court before the boundary line is settled is only an expert whose office is to report on the locality and indicate where, in his opinion, the boundary line should be drawn, for the guidance of the Court in settling the boundaries.

2. Under Art. 504, C. C., not only the costs of settling boundaries should be common to the parties, but also the costs of the suit when it is not contested. Only in case of contestation are the costs of the suit in the discretion of the Court. *Desvoyeaux dit Laframboise & Tarte dit Larivière*, Dorion, C. J., Tessier, Cross, Bossé, Doherty, JJ., May 21, 1890.

HOUSE OF LORDS.

MAY 8, 1891.

Coram LORD HERSCHELL, LORD MACNAGHTEN, and LORD HANNEN.

In re GORTON. DOUSE v. GORTON, (26 L.J.N.C.)

Executor — Carrying on Testator's Business—Creditors at Trustee's Death—Subsequent Creditors—Executor's Right of Indemnity.

When executors carry on their testator's business, creditors who were creditors at the testator's death are entitled to be paid out of the assets then existing in priority to any right of indemnity in the executors; but, as against subsequently acquired assets, their right is subject to that right of indemnity. Those who have dealt with the executors can claim against the executors only, and their claim as against the subsequently acquired assets of the testator only arises from the right of the executors to indemnity. The executors' right to indemnity arises only with regard to liabilities incurred by them as executors.

Decision of the Court of Appeal, 58 Law J. Rep. Chanc. 403, affirmed.

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

CHANCERY DIVISION.

May 11, 1891.

Before Williams, J.

Pirie & Sons (Lim.) v. Goodall & Sons.

Trade-Mark—Words in Common Use—Disclaimer—Fancy Words—Rectification of Register—Patents Act, 1883, *ss.* 64, 74.

This was an action to restrain the infringment of a registered trade-mark (No. 43,549, in the year 1885) for paper and envelopes.

The mark consisted of the words 'Pirie's Parchment Bank.' The registration was accompanied by a disclaimer of 'any right to the exclusive use of either the word "parchment" or the word "bank" appearing in connection with this mark.' The mark was used by the plaintiffs as a water-mark on a particular class of paper, and it was also used on the wrappers in which the paper was contained.

The defendants pleaded (1) that the words 'parchment bank' as applied to paper, whether used singly or in combination, were descriptive of particular qualities of paper; (2) that such words were, at the date when the plaintiffs registered their trade-mark, words common to the trade; and they applied for a removal of the plaintiffs' mark from the register. It was conceded that the words 'parchment' and 'bank' used separately denoted certain qualities of paper. The Patents, &c. Act of 1883 provides (s. 64) that 'for the purpose of this Act a trade-mark must consist of or contain at least one of the following particulars: (*c*) a distinctive device, mark, brand, heading, label, ticket, or fancy word or words not in common use.'

Moulton, Q.C., and *Willis Bund*, for the plaintiffs, contended that, although the plaintiffs had disclaimed any right to the exclusive use of each of the two words 'parchment' and 'bank' separately, they were nevertheless entitled to claim the combination; that the words in combination were meaningless, and came under the head of fancy words; and that the mark was capable of being supported as a brand.

Cozens-Hardy, Q.C., and *E. S. Ford*, for the defendants, argued that the words 'parchment' and 'bank,' being words in common use, the combination could not be claimed as a trade-mark, that they were not fancy words, and that the mark was not a distinctive brand.

Williams, J., held that the mark ought to be removed from the register. It was not competent for anyone claiming words in common use as a trade-mark to escape the prohibition part of section 64, clause (*c*), by claiming the words in combination only. But, whether that construction was right or not, in his lordship's opinion, the words, whether used separately or in combination, were not fancy words, and were not distinctive. This trade-mark could not be supported as a brand, because, in order to support a trade-mark as a brand which was not otherwise capable of registration, there must be evidence that the mark was used as a brand exclusively; moreover, even assuming the trade-mark to be a brand, it was not a distinctive brand within the meaning of section 64.

CHANCERY DIVISION.

May 11, 1891.

Before Williams, J.

Harrison v. The Southwark and Vauxhall Water Company.

Nuisance—Negligence—Noise and Vibration—Water Company—Statutory Power.

This action was brought in respect of an alleged nuisance arising from the noise and vibration occasioned by certain pumping machinery employed by the defendants. The plaintiff claimed an injunction and damages. The defendants, in pursuance of the powers conferred on them by their special Act of 1886, and the Acts incorporated therewith, commenced to sink a shaft in land adjacent to the plaintiff's house, and in the execution of those powers used certain lift pumps to pump out the land water which ran into the shaft while it was being sunk, and the noise occasioned by these pumps seriously interfered with the comfort of the plaintiff and his family. These pumps were kept in use for about three weeks, until the work had arrived at a stage at which it ceased to be necessary to lower the pumps to any greater

depth for the purpose of sinking the shaft. The defendants might have used centrifugal pumps, which would have made less noise, but they were less convenient, mainly on account of the difficulty of lowering and lengthening them, and were not the pumps ordinarily used in sinking shafts. Early in October, 1890, very shortly after the commencement of the works, the plaintiff remonstrated with the defendants as to the noise occasioned by the pumping, and on October 20 he commenced this action and gave notice of motion for an injunction. On October 22 the defendants gave notice of their intention to substitute centrifugal pumps for the lift pumps then in use, and this was done on October 28, and the motion stood over generally. It was admitted that the centrifugal pumps did not cause the plaintiff any serious inconvenience.

WILLIAMS, J., held that the liability of the defendant company, acting within their statutory powers was the same as that of an ordinary landowner who required to carry on pumping operations on his land for any lawful purpose. A considerable amount of temporary annoyance might be occasioned which would not amount to a nuisance in law. The defendants, in the exercise of their statutory powers, were permitted to do everything that was reasonably necessary for the execution of the statutory works, they had been guilty of no negligence, and were not liable to an action for nuisance. *Fenwick* v. *The East London Railway Company*, L. R. 20 Eq. 544, distinguished.

FIRE INSURANCE.

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

[Continued from p. 192.]

CHAPTER XV.

OF AGENTS.

§ 297. *Powers of agents of insurer generally.*

Upon the payment of a deposit at the head office or to the respective agents, the offices usually hold themselves liable for any loss by fire which may take place between the payment of the deposit and the making out the policy; and the slip or memorandum of agreement usually delivered at the time of applying to insure, specifies the heads of the contract afterwards to be carried into effect. The powers of the agents, however, differ according to the rules of the different offices.

In general the agents are restricted from definitely undertaking that a policy shall be granted where large amounts are to be insured, or circumstances of doubt or difficulty are involved; and where the agents are not authorized to bind the company, the slip or memorandum should be accompanied with a proviso to that effect.

Where no special regulations are made, the general rules of principal and agent will apply. *Acey* v. *Fernie*, 7 M. & W.

The power of an agent of an insurer to bind his principal does not depend so much upon the actual authority conferred upon him as upon the authority which the public, and those who deal with him, would be justified by his acts, and those of his principals, in presuming he possessed.

Thus, if an insurance company furnishes an agent with blank policies duly signed by the proper officers, he will be considered a general agent of the company, and they will be bound by all policies he may issue to persons dealing with him in good faith, though in issuing them he violates his instructions from the company. *Lightbody* v. *North Am. Ins. Co.*, 23 Wend. 18.

So also, if insurers authorize an agent to receive applications for insurance, fix the rates and receive the premiums, and to give a receipt therefor in their name, specifying the risk and its duration, and it further appears that they are in the habit of transmitting to him, for delivery to the assured, policies executed in conformity to the receipts, those who apply to him for insurance will have a right to infer from these facts that the payment of the premiums to him binds the contract as much as if it were paid at the office of the insurers. *Perkins* v. *Washington Ins. Co.*, 4 Cowen 645. Duer, vol. ii, p. 350, does not approve of the reversal of Kent's judgment by the New York Court of Errors in *Perkins* v. *Washington Ins. Co.*

The agent's concealments (to facilitate the principal) cannot avail. If the agent con-

ceal, the principal is to lose in certain cases. See the *Proudfoot* case.

The authority of a principal officer or agent of an insurance company to do any act pertaining to the business of the company will be presumed until the contrary appears. *Conover* v. *Albany Mut. Ins. Co.*, 3 Denio 264; S. C., 1 Comstock, 290.

If a foreign insurance company have an agent abroad who issues their policies and keeps an office for them, and if the company have no other agent in that place, and this agent for years acts as agent adjusting losses, they will be bound by his acts in adjusting a loss, though a special power of attorney really exist by which the agent's powers are only expressed to be to insure policies.

And is not an agent who signs policies, there being no other agent in the city in which the company is sued, an agent to adjust loss? *Semble* not in France; in France the agent, after a fire, cannot admit the loss of the insured. But in *Richardson* v. *Anderson*, 1 Campb. R., note *a*, it was held that an agent who has power to subscribe policies may adjust one.

§ 298. *Agent altering policies.*

If an agent receiving policies habitually alter them in ways, and the company or principals recognize his so acting, particularly if they habitually pay losses on such (altered) policies, the company or principals may afterwards be charged again so (as upon their general course of dealing). When informed of such conduct of the agent, they ought to disavow at once and for the future, and give notice. *Brockebank* v. *Sugrue*, 5 Carr. & P.; see *Haughton* v. *Ewbank*, 4 Camp. 88.

An agent signing a policy, though naming the person for whom he acts, is personally bound to pay the loss. 1 Emerigon, chap. 5, sec. 5, p. 141; 1 Alauzet, tom. i, p. 416.

Duer says the law of France is strange; an agent signing a policy is liable to pay the losses.

§ 299. *Statements by agents, when without effect.*

Statements by agents before the policy do not affect the conditions of the policy: *e.g.*, the condition terminating the policy for non-payment punctually of premium; the condition also that no agent could alter any condition of the policy. It is useless for the insured in default to offer proof that before the policy defendants' agent told him that he (the assured) would always be notified in time to pay.

In *Watson* v. *Swann*[1] the plaintiff lost his case because the insurance was shown not to have been effected by him or by an agent on his behalf. Smith had a policy (£5,000), and wrote to his agents, G. B. & C., who had effected it at his request, to have plaintiff's goods, value £372, endorsed upon his policy, and it was done and initialed by the insurers. Ostensibly this endorsation was for Smith (not understood to be for the plaintiff, behind Smith). "No contract" was found between the plaintiff and the underwriter (defendant).[2]

The agent of the company is sometimes to be considered the company's agent, sometimes the insured's. A diagram representing buildings, if inaccurate, the company may be held liable for. The company in this case was to be not liable for agent's filling up the application; he was to be held agent of the insured; but the company agreed to be "responsible for all surveys made by their "agents personally." (The distances of buildings from other buildings and from one another were inaccurately stated in this case.) The diagram and survey (such survey as can be seen) were the company's work. So held by the Sup. Court, 1878, on the appeal (unsuccessful) of the *Hastings M. F. Ins. Co.* v. *Shannon*.

FOREIGN MORTGAGE SYSTEMS.

Within the last week there has been issued by the Foreign Office a series of reports from Her Majesty's representatives abroad on 'Institutions for making advances on real property,' which are of the highest interest for the lawyer as well as for the politician. Last August a circular was addressed by Lord Salisbury to the Queen's representatives at Paris, Berlin, Vienna, Buda Pesth, Rome, Brussels, Lisbon, and Berne, inclosing ques-

[1] 11 C. B. (N. S.)

[2] Story on Agency, § 251 (a), approved.

tions with regard to these institutions. The answers to these questions have now been published in a pamphlet of seventy-four pages, which are full of instructive matter. It does not appear why Spain was omitted, and as the local authorities in Portugal, and not the Government, are the depositaries of the information required, there has not been time enough to furnish a report. Thus no part of the Peninsula is covered by the present reports. We gave some account last year of the land banks of Italy, and the account then given, to some extent, went over the same ground as the present report, which, howeverr contains some interesting details of banks established for granting loans on land in the republic of Siena in the sixteenth century.

What strikes one at once in the reports is the great similarity of system existing between countries otherwise so different from each other as Hungary, France, Belgium, and Switzerland, and their great dissimilarity to anything in this country. The only analogy which can be found in these kingdoms to the operations described in these reports is in the system of land purchase in Ireland. But abroad the institutions established are exclusively devoted to mortgages and not to purchase, and the State does not directly intervene, though in some cases it provides a guarantee, and in all exercises supervision. It is also noticeable that the mortgage system in all the countries concerned is of quite recent origin, so that it indicates a widespread tendency, and is part of the movement in the direction of centralisation and co-operation against the formerly prevalent individualism, the effect of which has been felt in this country as well as abroad. Another effect everywhere discernible is a substantial reduction in the rate of interest charged for mortgage loans. It may be, therefore, that in our own country also a solution of the great land question may be sought in the establishment of land banks or credit corporations embodying the same principles and working on similar lines to those of our Continental neighbours.

In Hungary we are informed the whole landed system has been revolutionized, to suit altered circumstances, during the last thirty or forty years. To meet the new order of things the Hungarian 'Boden Credit Institut' was founded with a nominal capital of about 140,000*l*. It is not a joint-stock company, but a patriotic undertaking, to enble landed proprietors to obtain loans on safe and easy terms. The 'Institut' consisted originally of 219 members or 'founders,' and the lowest founders' subscription was 5,000 florins—417*l*. The directors get no fees, and the founders only receive 5 per cent., much less than the ordinary rate of interest used to be. Borrowers must give proof of title (supplied by the Land Register) and lists of existing charges, and, of course, there is a valuation. No loan is granted for more than half of the value of the property, or of less amount than 1,000 florins, or nearly 84*l*. These bonds are amortised or extinguished in periods not exceeding forty-one years. The interest payable was in 1863—the date of foundation of the 'Institut'—5½ per cent., and the total annual payments 6¾ per cent., including a reserve of ·06 per cent. and administration expenses ·25 per cent. In 1886 the interest had sunk to 4 per cent., the administration expenses had disappeared altogether, and the total payment was only 5 per cent. In 1889 the total amount of loans was no less than 8,000,000*l*., and the arrears were only 25,000*l*. The bonds, bearing 4 per cent., are of 100, 1,000 and 10,000 florins, repayable at par by drawing by lot, and must be withdrawn within forty years and six months of their issue. The 5½ per cent. bonds were issued in 1863 at 89; the 4 per cent. bonds are now very nearly at par. The Commercial Bank of Buda Pesth has also a special department for these loan operations, which are conducted on much the same principles. In 1889 it had nearly two millions sterling of bonds in circulation, and the outstanding arrears were only 3,848*l*. Other banks also carry on this business, and the total value of this kind of mortgage loans for the empire of Austria-Hungary was between nine and ten millions sterling.

In Belgium a somewhat similar system has prevailed since 1835, and is carried on by limited joint-stock companies which act in the common interest of borrowers and lenders. The interest, as in Austria-Hun-

gary, is 4 per cent., and large capitals, amounting to two or three millions, are embarked by the banks, which make considerable profits. Here also the term for repayment is about forty years.

The information from France is not quite so full and detailed as that which is supplied with respect to Austria and Hungary. The system is there centralised, and, in fact, the Credit Foncier of France since 1852 has been 'the sole national bank of real property.' Its capital was then sixty million francs, half paid up, and in 1888 was 170 millions. The great central institution does not appear to lend the money directly, but advances it to departments, communes, and agricultural associations, which become the immediate creditors of the mortgagor. The Credit Foncier is actually administered under the supervision of the Minister of Finance. The total amount of mortgage and communal loans is about twelve millions sterling.

Sir Edward Malet, from Berlin, refers to a number of books for detailed information, but also gives particulars, from which it appears that there is no State guarantee in Germany, and that a like system of land banks and amortisation is established. The report from Italy gives very full particulars of the different banks established, the principles of working, and the degree of supervision exercised by the Government. As in Austria-Hungary, the amount advanced is limited to half the value of the property, and the period of repayment varies from ten to fifty years. In Switzerland a like method seems to have achieved great success, and the loans effected by the Mortgage Bank of the Canton of Berne amount to no less than 3,391,208*l.* Similar institutions exist in the other cantons. It will be interesting to see whether joint-stock or co-operative enterprise will in this country undertake transactions of like character and proportionate magnitude.—*Law Journal.*

THE LATE SIR MONTAGUE SMITH.

Men's memories as to judges, even much better known and more recently in active service than Sir Montague Smith, are short. For about ten years he has ceased to exercise judicial functions, and some twenty have passed since he quitted his seat in the Court of Common Pleas. But his death, which we noted on Monday, May 4, merits more than a passing word. An interesting figure, representative of much that is best in the English bench, has passed away. He came to the front on the Western Circuit, then the nursery of judges, possessed of a brilliant bar, and able to give employment to some half-dozen "silks"—a circuit very unlike its present starved and attenuated self. In the group of singularly gifted men who went that circuit were several much better advocates than Montague Smith, but none inspired more respect—none were more guileless of rhetorical devices, and few more effective in that persuasiveness which comes from moral character.

It is significant that he, a consistent and active Conservative, was made a judge by a Liberal Lord Chancellor, Lord Westbury. He was appointed a member of the Court of Common Pleas at a time when that Court, not always strong, was unusually so. Sir William Erle was Chief Justice; and the present generation has forgotten that many of his contemporaries regarded him as the very first of forensic speakers and the best of judges. Willes, Keating and Byles, then puisnes, were lawyers of learning and ability, and among them Montague Smith showed to no disadvantage. It was a time when there was a rivalry—in many ways useful—between the three Courts of common law. Business chiefly set, as it always had, at least since Mansfield's time, to the Queen's Bench. But the Court of Common Pleas was also in favor, especially among mercantile men, and Montague Smith did much to sustain its reputation. In 1881 it became necessary to strengthen the Judicial Committee, then overweighted with business and suffering from the loss of several of its best members, especially Lord Kingsdown. Loud raged the storm of indignation at the circumstances of the appointment of Sir Robert Collier, who was transferred, after being some forty-eight hours a member of the Court of Common Pleas, to the Judicial Committee, in direct violation of the spirit of the Act of Parliament. Not a question was raised as to the

fitness of Sir Montague Smith's appointment. Result justified the choice. Of the four paid members then nominated none gave more satisfaction than he. That tribunal has often been charged with excessive timidity—as too prone to decide large questions upon small grounds, and not to give colonial Courts all the light and leading which they desire and fairly expect. The late judge was not the man to deprive that criticism of all its point. He excelled in clear analysis of facts and authorities. He fell, perhaps, too readily into the habit, fostered by the system of delivering judgment peculiar to that tribunal—a judgment which may exactly express the view of no one who is a party to it—of deciding nothing more than was absolutely necessary. But he did good work, as none would more freely admit than the Canadian and other colonial lawyers who appeared before him; and one or two of the judgments prepared by him—for example, that in *The Bank of New South Wales* v. *Owston*—are in their way classical. It has been said that a marked difference, one of kind and temper, exists between lawyers trained before and those trained after the Common Law Procedure Acts. Sir Montague Smith belonged to the former; he had their accuracy and firm hold of principles. But he had nothing of their pertinacious love of 'singleness of issue' and other technical beauties, and he was altogether modern in his desire to do justice, even at the expense of forms. We might have had abler and more learned men to sit in that greatest of all Courts of Appeal, the Judicial Committee. But he, with his disciplined sagacity, high sense of honor and long experience, gave satisfaction where more brilliant men might have failed.—*Times.*

INSOLVENT NOTICES, &c.

Quebec Official Gazette, June 6.

Judicial Abandonments.

Bernardin Desbiens, trader, Hébertville, May 28.

William Duffy, file manufacturer, Ste Cunégonde, May 27.

Jos. Julien, trader, Ste. Jeanne de Neuville, May 26.

Gabriel Lewis & Co., Montreal, June 1.

James Millar, trader, East Angus, township of Westbury, May 21.

Cree, Scott & Co., shirt and collar manufacturers, Montreal, May 29.

Curators appointed.

Re William Duffy, Cote St. Paul.—W. A. Caldwell, Montreal, curator, June 4.

Re Willie Burque, trader, St. Hyacinthe.—J. O. Dion, St. Hyacinthe, curator, June 1.

Re Zoël Gagnon, trader, Ste Agnès de Charlevois.—H. A. Bedard, Quebec, curator, June 2.

Re Lamarche & Gagnon.—J. M. Marcotte, Montreal, curator, May 30.

Re Joseph Savoie.—H. Guimont, Somerset, curator, June 2.

Re S. Thibault, grocer.—Bilodeau & Renaud, Montreal, joint curator, June 4.

Dividends.

Re O. Bégin & Co., boot and shoe manufacturers, Quebec.—Second and final dividend, payable June 22, N. Matte, Quebec, curator.

Re J. Dayet & Co., wine and liquor merchants, Quebec, (absentees).—First dividend, payable June 22, N. Matte, Quebec, curator.

Re X. A. Robidoux, St. Sébastien.—First and final dividend, payable June 21, Lamarche & Frigon, Montreal, joint curator.

Re George Stewart, absentee.—First dividend, payable June 18, C. Desmarteau, Montreal, curator.

APPOINTMENTS.

Euclide Tremblay, M. D., L. F. Fafard, C. Clément, and L. H. Labrecque, M. D., to be jointly coroner for the District of Saguenay.

C. G. H. Beaudoin and M. Lavoie, to be joint registrar for the registration division of Joliette.

LIQUIDATOR.

Re The Eastern Townships Mutual Fire Insurance Company.—David Seath, Montreal, and D. A. Mansur, Stanstead, to be joint liquidator of the company, insolvent.

Quebec Official Gazette, June 13.

Judicial Abandonments.

Charles C. Cairns, dealer in fancy goods, Montreal, June 5.

Hormisdas B. Lafleur, trader, parish of Ste. Adèle, June 5.

Elizabeth Burns, doing business under the name of Thomas O'Hare & Co., grocer, Montreal, June 3.

Robert Price, butcher, Sherbrooke, June 3.

Curators appointed.

Re W. J. Clarke & Co., Montreal.—G. H. Trigge, Montreal, curator, June 2.

Re Cree, Scott & Co., Montreal.—A. F. Riddell, Montreal, curator, June 5.

Re George Daveluy, insurance broker, Montreal.—D. Seath, Montreal, curator, May 30.

Re Eastern Townships Mutual Fire Insurance Co.—D. Seath, Montreal, and D. A. Mansur, Stanstead, joint liquidator, May 30.

Re David Greenglass, dealer in trunks, Montreal.—H. Collins, Montreal, curator, June 2.

Dividends.

Re Michael Babcock (R. Millard & Co.).—First and final dividend, payable June 30, A. F. Riddell, Montreal, curator.

Re M. Cuddy, dry goods, Montreal.—First and final dividend, payable July 2, D. Seath, Montreal, curator.

Re R. T. Dinaham.—Second and final dividend, payable June 26, Bilodeau & Renaud, Montreal, joint curator.

Re Bruno Duperré, saddler, Quebec.—First and final dividend, payable June 30, H. A. Bedard, Quebec, curator.

Re Letourneau & Paré, tailors, Quebec.—Second and final dividend, payable June 30, H. A. Bedard, Quebec, curator.

Re Chs. Ouellet.—Second and final dividend, payable June 23, Bilodeau & Renaud, Montreal, joint curator.

Re R. Tyler, Sons & Co.—First dividend, payable July 2, W. A. Caldwell, Montreal, curator.

APPOINTMENT.

Olivier Dostaler, Montreal, to be insurance inspector, in the place of Geo. Daveluy.