The Legal News.

Vol. XIV. OCTOBER 3, 1891. No. 40.

A somewhat whimsical punishment, according to the *Pall Mall Gazette*, was recently awarded by an English magistrate (since deceased) to two small boys who had been arrested for stealing unripe pears from an orchard. The offenders were brought before Mr. Partridge, and the magistrate sentenced them to finish the consumption of the unripe fruit in question, adding the expression of a hope that "it would make their stomachs ache." How the sentence could have been enforced, if the boys declined to eat the fruit, does not appear. Perhaps they would compromise by eating it as they felt disposed. A provision is contained in the summary jurisdiction Act, 1879, which relieves a magistrate from the obligation of passing sentence in such cases. The section in question enacts that "if, upon the hearing of a charge for an offence punishable on summary conviction, the Court think that, though the charge is proved, the offence was in the particular case of so trifling a nature that it is inexpedient to inflict any punishment or any other than a nominal punishment, the Court, without proceeding to conviction, may dismiss the information."

A propos of judicial salaries, the Lord Chancellor of England is said to be the best paid functionary in the United Kingdom. As Lord Chancellor he receives £10,000 per annum. As Speaker of the House of Lords £4,000, and as President of the Supreme Court £6,000, making a total of £20,000 per annum.

There were 729 sentences of penal servitude passed by ordinary Courts in England and Wales during 1890. It is a remarkable fact that although the population has been increasing there has been a great and steady decrease in the number of sentences for serious crimes. Thirty years ago, when the population was about twenty millions, the average number of persons sentenced to penal servitude was 2,500 or upwards. Now the population of England and Wales is about thirty millions, and the number of sentences has fallen as low as 729. The labour of the convicts has been used in the construction of prison buildings, in the manufacture of clothing, etc., required for officers and prisoners, and a multiplicity of articles for the Admiralty, War Department, Post Office and other public departments.

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*SUPERIOR COURT—MONTREAL.**

Procedure—Union of causes—Transmission of record to another District.

Held:—That the Superior Court sitting in one district has no authority to order that the record of a cause pending in such district be transmitted to another district, to be joined to the record of a cause therein pending. —*Compagnie du Chemin de Fer de la Baie des Chaleurs* v. *Macfarlane*, Würtele, J., April 6, 1891.

Interdicted person—Joint curators—Powers of curator—Purchase of diamonds.

Held:—1. Where two persons have been appointed joint curators to a person interdicted for insanity, one of them cannot make the estate of the interdict liable for the price of goods bought by such curator without the knowledge or consent of his co-curator.

2. Where the income of the estate of an interdicted person is barely sufficient for the board and maintenance of himself and his wife, the latter cannot make the estate liable for the price of diamonds purchased by her, the value of the diamonds being greatly beyond the means of the interdict.—*Hemsley* v. *Morgan et al.*, Würtele, J., May 14, 1891.

Contrat—Tiers—Lien de droit—Garantie—Contre-lettre.

Jugé:—Que sous l'effet de l'article 1023 du Code Civil, un acheteur d'un immeuble ne peut poursuivre en dommage un second acheteur du même immeuble, parce que celui-ci aurait en achetant donné une contre-lettre au vendeur s'engageant à respecter la première vente et garantissant le vendeur contre le recours de son premier acheteur; aucun lien de droit n'existant entre les deux

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

acheteurs.—*Houle* v. *Melançon*, Würtele, J., 26 mai 1891.

Chemin public—Chemin de tolérance—Propriétaire—Prescription.

Jugé:—1o. Que quelque soit le temps dont un chemin est à l'usage du public, s'il apparait par des actes du propriétaire que celui-ci entend en conserver la propriété, par exemple, en entretenant lui-même le chemin, en y plaçant des barrières, en faisant payer un droit de passage aux passants, etc., ce chemin reste simple chemin de tolérance;

2o. Que les propriétaires d'un chemin de tolérance peuvent toujours le fermer et le retirer de l'usage du public;

3o. Que les propriétaires d'un chemin de tolérance ne peuvent être forcés de l'entretenir, ou de continuer de laisser le public s'en servir.—*McGinnis et al.* v. *Létourneau et al.*, Würtele, J., 5 juin 1891.

Evidence—Commencement of proof—Admission—Division.

Held:—In an action for the recovery of a loan, where the defendant pleaded that he had borrowed the money, but with the stipulation that the principal was not to be payable until after the lender's death, that the admission could not be divided to make a commencement of proof.—*Favret* v. *Phaneuf*, Würtele, J., Sept. 14, 1891.

Insolvency—Property acquired by insolvent after making an abandonment.

Held:—(Modifying the decision of MALHIOT, J.), that the curator to the estate of a trader who has ceased his payments, has no right to receive, collect and recover property acquired by the latter after his abandonment. —*Quebec Bank* v. *Cormier*, in Review, Würtele, Tellier and de Lorimier, JJ., June 30, 1891.

Partnership—To build railways—Commercial matter—Prescription—Art. 2260, C. C.

Held:—1. That a partnership formed between contractors, for the purpose of carrying on the business of building railways, is a commercial partnership.

2. That a claim by one member of a commercial partnership against another, after the dissolution of the firm, for a balance of account, or to obtain an account of the result of a commercial contract executed by the firm, is a claim of a commercial nature within the meaning of Art. 2260, par. 4, C. C., and is subject to the prescription of five years.—*McRae* v. *Macfarlane*, in Review, Johnson, Ch. J., Taschereau, Tait, JJ., June 27, 1891.

Procedure—Continuance of suit in name of curator to abandonment.

Held:—That the permission to exercise the actions of a debtor or of the mass of his creditors is a judicial authorization which is required in the interest of the mass of the creditors of a debtor who has abandoned his property for their benefit, and not in the interest of the adverse party. The latter cannot ask that the proceedings adopted without such authorization be rejected, but only that the proceedings be stayed until the proper authorization has been obtained, or for a sufficient time to enable the curator to apply for it.—*Chisholm* v. *Gallery*, Würtele, J., Nov. 12, 1889.

Rights of Indians, how determined—Minors—Appointment of tutor.

Held:—1. That the rights of Indians are regulated and determined by the Indian Act, (R.S.C. Ch. 43), and not by the common law, which does not apply to them.

2. That a tutor to an Indian minor, should be appointed through the ministry of the Superintendent General of Indian affairs, as indicated in said Act (Sec. 20, Sub. Sec. 8), and such tutorship conferred by the prothonotary, in the ordinary way, is of no effect.—*Tiorohiata* v. *Toriwaieri*, Taschereau, J., April 14, 1891.

SUPREME COURT OF NEWFOUNDLAND.

INTERNATIONAL LAW—PREROGATIVE OF CROWN—ACT OF STATE—PERSONAL RESPONSIBILITY OF AGENT OF CROWN.

[Concluded, from p. 303.]

So much for the principles of international as distinguished from constitutional and municipal law. With regard to the form of the instrument, it appears to me to be a matter of indifference so long as the terms are clear and sufficiently expressed; and that its construction would be determined simply by the principles which govern other contracts. It

has been suggested that the exercise of the prerogative in possessions enjoying responsible (or constitutional) government is of a more limited character than it would be in the mother-country, but where the objects of its application correspond, there can be no doubt, in my opinion, that the sovereign authority in the colonies is the same as it is in Great Britain, where in truth 'responsible government' is more amply and absolutely enjoyed than it is in the colonies themselves. 'There can be no doubt the Queen's prerogative is as extensive, valid and effectual in New South Wales as in this county of Middlesex,' observed Vice-Chancellor Bacon (*In re Bateman's Trusts*, 42 Law J. Rep. 554). For the defendant it is, as I have said, contended that the fact of a *modus vivendi* having been concluded is sufficient without reference to the specific treaties or any provisions of the treaties upon which it is said to be founded, that the *modus* was in itself a treaty, and that the sovereign possesses absolute power to enter into an international agreement of this kind so as to bind the entire community and every individual subject's right; that Parliamentary impeachment is the only mode in which its propriety can be called in question, and that, if the defendant had failed to fulfil the duty cast upon him by the State, the nation would have been held responsible by the other contracting Power for his want of action; that as the terms upon which peace is made are in the absolute discretion of the sovereign, so the right to enter into an agreement to maintain peace and prevent war is equally so. Counsel for the defendant, after citing several text authorities upon international law, and referring to many decided cases, say that they rely particularly for the position they assume upon *Buron* v. *Denman*, 2 Exch. 157; *Conway* v. *Gray*, 10 East, T. R. 536; and *Rustomjee* v. *Reginam*, 2 Q. B. Div. 74. The first named of these cases was one in which the plaintiff (a Spaniard) sought to recover from the defendant, a British naval commander, damages for taking possession of a barracoon belonging to the plaintiff, and carrying away and liberating his slaves. The defendant had instructions to suppress the slave trade, but the authority of which, without further instructions, he would have been possessed under the terms of the treaty with Spain would have extended only to the stopping of ships on the high seas. The action of the defendant was, however, confirmed and ratified by the English Government, and it was held that this subsequent ratification was equal to a prior command, and that the defendant was not amenable in a British Court of justice at the suit of the plaintiff, because the act of the defendant, whether originally authorised or afterwards ratified, was 'an act of State.' In the second of the cases cited (*Conway* v. *Gray*), in which the plaintiff, although a British subject, sued under a policy of insurance for the benefit of a foreigner, it was held that a foreigner insuring in England a ship or goods is not entitled to abandon upon an embargo laid on the property in the ports of his own country, as his assent is virtually implied to every act of his own Government; in other words, that a foreigner could not recover from a British subject in an English Court damages arising out of an act of the plaintiff's own Government. In this case Lord Ellenborough, C.J., in the course of his judgment, referring with approval to *Tonteng* v. *Hubbard*, 3 B. & P. 291, says: 'The Court was of opinion that, if that had not been the case of a Swede against a British subject, the plaintiff would have been entitled to recover, but as the embargo was produced by the acts of the Swedish Government, it was in effect the plaintiff's own act that the vessel was detained.' I cannot see how either of these cases makes for the defendant against the principle that there can be no 'act of State,' so as to supersede or exclude the operation of the municipal law in the case of subjects of the same State. But for the defendant still another case was cited, which, it was maintained, distinctly (if for the first time) introduced a different rule. This was the case of *Rustomjee* v. *Reginam*, which was a proceeding by petition of right in which it was sought to make the Crown responsible as an agent or trustee for the suppliant as one of a class in respect of money paid, under a treaty of peace between the Queen of England and the Emperor of China towards the discharge of debts due to British subjects from certain Chinese merchants, and it was held that the

act of the Crown in rejecting the claim of the plaintiff was not a subject of inquiry in a British Court. Lord Coleridge, in delivering the judgment of the Court, said: 'The making of peace and the making of war, as they are the undoubted, so they are, perhaps, the highest, acts of the prerogative of the Crown. The terms on which peace is made are in the absolute discretion of the sovereign. The Queen might or might not, as she thought fit, have insisted on this money being paid her. She acted throughout the making of the treaty and in relation to each and every of its stipulations in her sovereign character, and by her own inherent authority; and, as in making the treaty, so in performing the treaty, she is beyond the control of municipal law, and her acts are not to be examined in her own Courts. It is a treaty between herself as sovereign and the Emperor of China as sovereign, and though he might complain of the infraction, if infraction there were, of its provisions her subjects cannot. It seems clear to us that in all that relates to the making and performance of a treaty with another sovereign the Crown is not, and cannot be, an agent for any subject whatever.' In citing this case in support of the defendant's position his counsel mainly rely upon the passage, 'As in making the treaty, so in performing the treaty, she (the Queen) is beyond the control of municipal law, and her acts are not to be examined in her own Courts.' This language has never been quoted by jurists, nor cited by judges as possessing the meaning contended for on behalf of the defendant. The case is one in which the Queen herself was sued, and the ruling upon this point amounts simply to this, that the sovereign is not liable to be called to account by her subject for the manner of fulfilling the terms of a treaty in a matter which is only capable of being called in question by the other high contracting party. In the action now under consideration the sovereign is not the defendant; the question is one, not of the mode of fulfilling a treaty, but it relates to that which is in its very nature a temporary expedient during the existence of which the fulfilment of a treaty or treaties is suspended, something done in the meantime for the convenience of the Queen's Government, and the cause of complaint is one arising within the jurisdiction of Her Majesty's Courts, in which both the parties to the action are her subjects. I have no doubt that, where the terms of a treaty are such that the property of the subject within the territory of his State is affected by them, any contests between subjects of the Crown as to their lawful or unlawful execution is cognisable by the municipal Courts, and that 'the meaning of treaties and of all measures for their execution is to be ascertained by the same rules of construction and course of reasoning which we apply to the interpretation of private contracts.' This is not one of those cases to which the maxim 'Inter arma silent leges' applies. There may be, I admit, a territorial cession of public property in time of peace, although such is not the case here —the territory is British and its internal administration remains untouched; but, even in the case of transfer of territory from one State to another, the status of the inhabitants with regard to their real property would, I imagine, remain as before in the absence of stipulations to the contrary. It is possible to understand the existence of treaties the provisions of which might in certain events and under certain conditions be actively employed to control or qualify rights of property, but which in other events and under other conditions would leave those rights to their ordinary operation; but this would be a matter of construction, and such treaties would have to be administered as occasion might require according to their legal interpretation and the legal means of enforcing their provisions. No mere subsequent agreement in the nature of a *modus vivendi* in time of peace could, without Parliamentary sanction, modify such rights of property as between subject and subject to a greater extent than that for which the antecedent treaty or a prior statute made provision. In this action of *Baird* v. *Walker*, no such case is presented to us for adjudication. We are not invited at present to decide upon the construction of treaties or the lawful means for their enforcement; we are only asked by the defendant to say that the alleged authority of the Crown contains in itself a sufficient defence to force the plaintiff out of Court. Under the pleadings and

all the circumstances, so far as it is open to the Court now to notice them, we must hold that the defence is not a sufficient answer to the claim.

It may not be generally known, and I would here note, that this is not the first instance in which a project in the nature of a *modus vivendi* has been proposed with regard to the joint occupation of part of the coast by French and English fishermen. In December, 1763, a project of an agreement was in view, proposed by the French ambassador, for the avoidance of disturbance and dispute between the English and French in carrying on the concurrent fishery. It was referred to the Crown law officers of the day, who were asked whether the Crown could legally enter into it, and would have power to enforce such regulations so far as they related to the subjects of Great Britain; and those eminent authorities answered that the project contained many things contrary to the Act of William III., as well in respect of the king's subjects as to the mode of determining controversies arising there, and that the Crown had no power to enter into or enforce such regulations (Reeve, p. 120; Chalmer's 'Colonial Opinions,' 545). At this point I cannot do better than adopt the following passages from Brown's 'Constitutional Law': 'As for the most petty and inconsiderable trespass committed by his fellow-subject, so for the invasion of property by his sovereign does our law give to a suppliant, fully, freely, and efficiently, redress. One exception, and one only, to this rule occurs; and that is, where the sovereign has himself personally done an act which injures or prejudices another, for the King of England can theoretically do no wrong. Our law thus recognises his supremacy—it has omitted to frame any mode of redress for that which it deems to be impossible; and yet the law, whilst holding the sovereign personally irresponsible for his acts, will virtually limit this irresponsibility by visiting strictly upon the ministers or agents of the Crown the consequences flowing from obedience to its command. The rule *respondeat superior* being here inapplicable, a remedy may be had against the agent, and so the suitor shall not retire from the King's Court without having justice done him.' And again: 'The civil irresponsibility of the supreme power for tortious acts could not be theoretically maintained with any show of justice if its agents were not personally responsible for them. In such cases the Government is morally bound to indemnify its agent, and it is hard on such agent where his obligations are not satisfied; but the right to compensation in the party injured is paramount to this consideration, that is to say, special circumstances may render even a public servant personally responsible for acts *bonâ fide* done by him on behalf of the public, which in contemplation of law injuriously affect another.' In *Feather* v. *Reginam*, 6 B. & S. 296, Lord Chief Justice Cockburn, in delivering a judgment upon a petition of right, said: 'Let it not, however, be supposed that a subject sustaining a legal wrong at the hands of a minister of the Crown is without a remedy. As the sovereign cannot authorise wrong to be done, the authority of the Crown would afford no defence to an action brought for an illegal act committed by an officer of the Crown. The learned counsel for the suppliant rested part of his argument on the ground that there could be no remedy by action against an officer of State for an injury done by the authority of the Crown, but he altogether failed to make good that position. The case of *Buron* v. *Denman*, which he cited in support of it, only shows that where an act injurious to a foreigner, and which might otherwise afford a ground of action, is done by a British subject, and the act is adopted by the Government of this country, it becomes the act of the State, and the private right of action becomes merged in the international question which arises between our own Government and that of the foreigner. The decision leaves the question as to the right of action between subject and subject wholly untouched. On the other hand, the case of the general warrants, *Money* v. *Leach*, and the cases of *Sutton* v. *Johnstone*, in error, and *Sutherland* v. *Murray* there cited, are direct authorities that an action will lie for a tortious act, notwithstanding it may have had the sanction of the highest authority in the State. But in our opinion no authority is needed to establish that a servant of the Crown is responsible in law for a tortious act

done to a fellow-subject, though done by the authority of the Crown, a position which appears to us to rest on principles which are too well settled to admit of question, and which are alike essential to uphold the dignity of the Crown on the one hand, and the rights and liberties of the subject on the other.'

To sum up in short terms, for general information, our conclusion upon the issue before us, the Court holds: That in an action of this description, to which the parties are British subjects, for a trespass committed within British territory, in time of peace, it is no sufficient answer to say, in exclusion of the jurisdiction of the municipal Courts, that the trespass was an 'act of State' committed under the authority of an agreement or *modus vivendi* with a foreign power. That in such a case, as between the Queen's subjects, the questions of the validity, interpretation and effect of all instruments and evidences of title and authority rest in the first place with the Courts of competent jurisdiction within which the cause of action arises. That, therefore, the decision upon the present issue, which is confined to these points, is found in favour of the plaintiffs in this action, with leave to the defendant (should it be desired) to amend upon payment of costs. At the bar we had the voluntary statement of the Attorney-General (who appeared with Mr. Kent, Q.C.), on the part of the defendant, to uphold the 'legal and constitutional rights of the Crown,' that, with regard to those who had suffered loss, there could not be the remotest doubt but that inquiry would be made and that compensation would follow. It is to be hoped, therefore, that it will be found unnecessary to prolong the litigation in the present case.

Sir J. S. Winter, Q.C., and Mr. Greene, Q.C., for the plaintiffs; Mr. Kent, Q.C., and the Attorney-General (Sir W. V. Whiteway, Q.C.) for the defendant.

APPEAL REGISTER—MONTREAL.

Thursday, June 25, 1891.

Ontario & Quebec R. Co. & Curé et Marguilliers de l'Œuvre & Fabrique de Ste Anne de Bellevue.—Confirmed, Cross & Doherty, JJ., diss.

Stanton & Canada Atlantic R. Co.—Confirmed.

Clarke & Macdonald.—Confirmed.

Accident Insurance Co. of N. A. & McFee.—Confirmed.

Huot & Black.—Two appeals. Reversed, Doherty, J. diss.

McBean & Marshall.—Confirmed.

Commercial Mutual Building Society & London & Glasgow Insurance Co.—Confirmed.

Atlantic & N. W. R. Co & Betournay.—Confirmed.

Cie Chemin de Fer à Passagers & Dufresne.—Reversed without costs, Doherty, J., diss.

Flatt & Ferland, & Kent.—Confirmed.

The *délibéré* was discharged in the following cases:—Desjardins & Robert; Villeneuve & Kent; Magor & Kehlor; Bank of B. N. A. & Stewart; Basinet & Gadoury; Canadian Bank of Commerce & Stevenson.

The Court adjourned to Sept. 15.

Tuesday, Sept. 15.

Motions were received, and there being no quorum the Court was adjourned to Sept. 16.

Wednesday, Sept. 16.

There being no quorum the Court was adjourned to Sept. 17.

Thursday, Sept. 17.

The Commissions of the Hon. Alex. Lacoste, as Chief Justice, and of the Hon. Mr. Justice Wurtele as assistant judge, were read.

Mooney & Sicotte.—Motion to dismiss appeal granted for costs.

Atlantic & N. W. R. Co. & Turcotte.—Motion to dismiss appeal. C. A. V.

Lanctot & Gundlack.—Motion for rectification of judgment. C. A. V.

Friday, Sept. 18.

An address of congratulation to the Hon. Chief Justice was presented by the Bar of Montreal.

Atlantic & N. W. R. Co & Turcotte.—Motion to dismiss appeal granted for costs.

O'Connor & Inglis.—Motion for leave to appeal from interlocutory judgment. C.A.V.

Corporation of Verdun & Protestant Hospital for the Insane.—Heard on appeal from judgment of Loranger, J., Superior Court, Montreal, Oct. 15, 1890.—C. A. V.

Saturday, Sept. 19.

Lanctot & Gundlack.—Motion for rectification of judgment dismissed.

Stephens & Gillespie.—Part heard, on appeal from judgment of Superior Court, Montreal, Tait, J., June 8, 1889.

Monday, Sept. 21.

Stephens & Gillespie.—Hearing concluded, C. A. V.

La Banque de St. Hyacinthe & Gilmour.—Part heard on appeal from judgment of Superior Court, Montreal, Jetté, J. Nov. 2, 1889.

Tuesday, Sept. 22.

Anglo-Continental Guano Works & Emerald Phosphate Co.—Heard on appeal from judgment of Superior Court, district of Ottawa, Malhiot, J., June 3, 1891.—C. A. V.

Robidoux & Bruce.—Motion for leave to appeal. C. A. V.

Webster & Walters et al.—Appellant ordered to deposit $12 stamps on inscription in appeal.

Bazinet & Gadoury.—Re-hearing. C. A. V.

Wednesday, Sept. 23.

Major & Mackay.—Heard on appeal from judgment of Superior Court, district of Ottawa, Jan. 25, 1885.—Appeal dismissed.

McNaughton & Exchange Bank.—Heard on appeal from judgment of Superior Court, district of Ottawa, Malhiot, J., Jan. 10, 1890. —C. A. V.

Walbank & Protestant Hospital for the Insane.—Part heard on appeal from judgment of Superior Court, district of Montreal, Tait, J., Dec. 4, 1889.

Thursday, Sept. 24.

O'Connor & Inglis.—Leave to appeal from interlocutory judgment granted.

Accident Insurance Co. & McFee.—Motion for leave to appeal to Privy Council. C. A. V.

Brown & Leclere.—Motion to be relieved from security. C. A. V.

Williams & Murphy.—Motion for leave to appeal. C. A. V.

Shallow & Banque d'Hochelaga.—Motion for leave to appeal. C. A. V.

Stanton & Canada Atlantic R. Co.—Motion for leave to appeal to Privy Council granted.

Dufresne & Prefontaine.—Motion for option of attorneys. C. A. V.

Banque St. Hyacinthe & Gilmour.—Hearing concluded. C. A. V.

Walbank & Protestant Hospital for the Insane.—Hearing resumed and continued.

Friday, Sept. 25.

Dufresne & Prefontaine.—Motion granted.

Browne & Leclere.—Motion to be relieved from security dismissed.

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

Walbank & Protestant Hospital.—Hearing concluded. C. A. V.

Webster & Walters.—Part heard on appeal from judgment of the Superior Court, district of Ottawa, Malhiot, J. Sept. 4, 1891.

Saturday, Sept. 26.

Williams & Murphy.—Motion for leave to appeal granted.

McVey & McVey.—Motion for leave to appeal granted.

Corporation of Village of Verdun & Protestant Hospital.—Confirmed.

Stephens & Gillespie.—Reformed. Costs against appellant from date of tender.

Banque St. Hyacinthe & Gilmour.—Confirmed.

Legault Deslauriers & Boileau.—Motion for dismissal of appeal granted for costs.

Accident Insurance Co. & McFee.—Motion for leave to appeal to Privy Council granted.

Glasgow & London Insurance Co. & Leclaire. —Reversed, Cimon, J., diss.

Dubois & Corporation of St. Rose.—Confirmed.

Hathaway & Chaplin.—Confirmed, Cimon, J., diss.

Connecticut Fire Insurance Co. & Kavanagh. —Confirmed. Motion for leave to appeal to Privy Council granted.

Berthiaume & Cie. de la Minerve.—Settled out of Court.

Webster & Walters et al.—Hearing concluded.

The Court adjourned to Nov. 16.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 17.

Judicial Abandonments.

François Caron, mill owner, St. Irénée, Oct. 14

Edward C. Dumaresq, dry goods merchant, Montreal, Oct. 12.

Léonard & frère, boot and shoe dealers, Montreal, Oct. 9.

Cléophas St. Jean, baker, Montreal, Oct. 8.

Frs. Turcotte, shoemaker, Quebec, Oct. 13.

Antoine C. Verrault, insurance broker, Montreal, Oct. 7.

Curators appointed.

Re L. J. G. Archambault, grocer, Montreal.—T. Gauthier, Montreal, curator, Oct. 13.

Re Bouchard & Breton, dry goods merchants, St. Roch de Quebec.—N. Matte, Quebec, curator, Oct. 13.

Re Benjamin Boudreault, trader, L'Anse St. Jean.—H. A. Bedard, Quebec, curator, Oct. 12.

Re Theodore Charpentier (Charpentier & Porcheron)—Kent & Turcotte, Montreal, joint curator, Oct. 15.

Re François Xavier Desrochers, jeweller, parish of St. Jean des Chaillons.—A. Gaumond, parish of St. Jean des Chaillons, provisional guardian, Oct. 8.

Re L. Drouin & frère, Quebec.—D. Arcand, Quebec, curator, Oct. 13.

Re G. R. Fabre & fils.—J. M. Marcotte, Montreal, curator, Oct. 14.

Re Elie Lachance, trader, St. Praxède de Beauce.—H. A. Bedard, Quebec, curator, Oct. 14.

Re Jean Létourneux.—J. M. Marcotte, Montreal, curator, Oct. 10.

Re John Shaver.—C. Desmarteau, Montreal, curator, Oct. 14.

Re David Williamson, Grenville.—J. N. Fulton, Montreal, curator, Oct. 14.

Dividends.

Re Ephrem Cinq-Mars, Montreal.—First dividend, payable Nov. 4, D. Seath, Montreal, curator.

Re J. R. E. D'Anjou, Rimouski.—First and final dividend, payable Oct. 26.—H. A. Bedard, Quebec, curator.

Re Lyman H. Derick, Noyan.—First and final dividend, payable Nov. 11, J. McD. Hains, Montreal, curator.

Re Louis Giroux.—First and final dividend, payable Oct. 27, C. Desmarteau, Montreal, curator.

Re J. B. Hutchins & Co., Montreal.—First and final dividend, payable Oct. 22, Joseph R. Fair, Montreal, curator.

Re Sorel Boot & Shoe Co., Sorel.—First dividend, payable Oct. 30, A. A. Taillon and A. Turcotte, Sorel, joint liquidators.

Separation as to property.

Adéline Savigny vs. Antoine Lemieux, baker, Thetford mines, Oct. 12.

Court Terms altered.

District of Joliette.—Court of Queen's Bench, criminal term, to be held 15th June and 15th December. Superior Court, to be held on first Monday and the four following days of January, February, March, April, May, June, September, October, November and December. Circuit Court for District of Joliette to be held on Wednesday, Thursday and Friday of the week following the holding of the Superior Court. Circuit Court for county of L'Assomption to be held in the town of L'Assomption, 1st and 2nd March, June, September and November, and 27th and 28th December. Circuit Court for county of Montcalm to be held at village of Ste. Julienne, 3rd and 4th March, June, September and December.

GENERAL NOTES.

CAT AND DOG.—The following is the headnote in a Scotch case;—"The defender seeing a cat running past in a public street, called to a dog beside him to 'seize it.' The dog accordingly gave chase to catch the cat, and in so doing knocked down and injured a child. *Held*, that the defender, in setting a dog to chase a cat through the street, acted negligently and without due care for passers-by, and was liable in damages."

INSURANCE OF MANUSCRIPTS.—A warning has been issued by the incorporated Society of Authors in England that a quire stock of books, if it should be destroyed by fire either at a printer's or a publisher's, is, in the great majority of cases, practically lost to the author if he should not have sold it out and out. In hardly any agreement, as pointed out, is provision made for insurance of this stock, and without insurance or negligence on the part of either publisher and printer the author must bear the whole loss of fire. Manuscript, it was alleged, could not be insured at all, no fire office being willing to undertake the risk. This allegation does not seem, however, quite correct, as an author states that he insured a manuscript in a certain company, paying 2*s.* 6*d.* per cent. on the value, and this insurance covered the risk at the author's own house, at the publisher's, and at the printer's. An Authors' Manuscript and Literary Insurance Company might prove a useful boon to authors.—*Law Journal.*

SINGULAR ACTION AGAINST AN M. P.—An extraordinary case was heard by Judge Bayley in the Westminster County Court on Aug. 13, in which the plaintiff, a Mr. Travers, of 6 Sidmouth Street, St. Pancras, which is within the parliamentary division of South St. Pancras, sued Sir Julian Goldsmid, M. P., for damages for refusing to present a petition to the House of Commons. Sir Julian Goldsmid was represented by his private secretary.—The plaintiff, in opening his case, said he had searched, but without success, to find a case like the present, which, he submitted, was a novel one. He then referred to Lord Farnborough's book upon House of Commons practice and Smith's Leading Cases. He had a grievance, and the only way he could bring the matter forward was by petition to the House of Commons, and on June 19 he sent a petition to Sir Julian Goldsmid, which was returned to him by one of the clerks of the House, stating that, as the petition reflected upon the character of a judge, it could not be received. He submitted that Sir Julian Goldsmid should have followed the matter up and not been put off by a clerk like that. A few days after that he sent Sir Julian Goldsmid another petition, which he returned and refused to present. The law did not allow any action against a judge, and the only remedy was that which Parliament could take. The second petition had the last paragraph struck out.—His Honor: It is equally objectionable.—The plaintiff: It is the duty of a member of Parliament to bring the matter forward if a petition fails. Continuing, he said he brought an action against Lord Esher for slander in the course of a case, and that was ordered to be struck out, as no judge could be sued. How could he question the conduct of a judge when the only course open to him was by petitioning Parliament, and that course was denied him on the ground that he was assailing the conduct of the judge?—After some further discussion, judgment was given for the defendant.—*Law Journal.*