The Legal News.

Vol. XIV. NOVEMBER 28, 1891. No. 48.

SUPERIOR COURT—DISTRICT OF SAINT FRANCIS.

SHERBROOKE, Sept. 30, 1891.

Before BROOKS, J.

W. B. IVES v. C. PARMELEE.

Libel—Cause of action—Declinatory exception.

HELD:—1. *That in an action for libel in a newspaper published in the district of Bedford, and alleged to have been circulated in the district of Saint Francis, throughout the Province, and in some places outside of the province, and claiming damages therefor, the Superior Court sitting in the district of Saint Francis has no jurisdiction, the whole cause of action not having arisen within said district, and the defendant not being domiciled or served therein.*

2. *That after the return of the action the plaintiff could not give jurisdiction by serving defendant's attorney with notice that he limited his action to damages caused by publication in the district of Saint Francis; and a declinatory exception having been filed the action was dismissed for want of jurisdiction.*

BROOKS, J.:—

Plaintiff alleges that the defendant is the publisher and editor of a newspaper called the *Waterloo Advertiser*, printed and issued weekly in the town of Waterloo, in the district of Bedford, in this Province, and which newspaper is circulated in the district of Saint Francis, throughout the Province, and in some places outside of the Province. He then goes on to allege the publication of certain libels on different dates in said newspaper; says that they are malicious and false, to defendant's injury; that they were copied into other papers and published throughout the district of St. Francis and Dominion of Canada. That plaintiff has been injured thereby in his private and public life to the extent of ten thousand dollars.

He caused the defendant to be served in the district of Bedford at his domicile. The writ was returned on the 26th May, 1891; on the 27th May, defendant filed an *exception déclinatoire*, and on the same day plaintiff filed a notice to this effect addressed to defendant's attorney: "Take notice that the plaintiff limits his demand in this cause to the damage caused him by the publishing of the alleged libels by the defendant in the district of Saint Francis only." Defendant's grounds of exception are that defendant was not domiciled or served in the district of Saint Francis; that the cause of action did not originate in the district of Saint Francis, and that the Superior Court here is incompetent to try and determine this case for damages not alleged to have been caused plaintiff in the district of Saint Francis, for a libel alleged to have been published in the district of Bedford, in a newspaper alleged to have been circulated in the several districts of this Province as well as throughout the world.

The plaintiff answers by saying that although the defendant is not sued at the place of his domicile yet the cause of action originated in the district of Saint Francis where the alleged libel was published, and plaintiff's action was specially limited to damages arising from the publication in this district, and the whole cause of action, as limited by the *retraxit*, arose within this district.

The questions that arise are these: first, the competency of the Court at the time that the writ was served upon defendant and returned into Court; and secondly, as to the effect of the *retraxit* filed after the writ was returned into Court (whether before or after the filing of the exception is not shown).

As to the first question, was the Court competent to hear the case as brought, that is as served upon defendant and returned into Court, I think there can be no doubt. The whole current of the decisions is to the effect that the Court had no jurisdiction. See remarks of Chief Justice Dorion in *Archambault* v. *Bolduc*, 2 Dec. C. d'App., p. 110 *et seq.* See also *Blumhart & Larue*, 11 Q.L.R. 253, where Mr. Justice Tessier declares: "Cela prouve "la nécessité *ab initio* de limiter l'allégation "du libelle et des dommages au district où "l'on veut faire comparaître le défendeur en "dehors de celui de son domicile, si l'on veut

" tomber sous la règle troisième de l'article 34 " du Code de Procédure Civile."

He cites also the unreported case of *Tremblay* v. *White*. See also the case of *Barthe* v. *Rouillard et al.*, 17 Q. L. R., pp. 26 *et seq.*

If this be so can a limitation of action or *retraxit* filed after the return create a jurisdiction necessary in this Court which it had not before? I think there can be no question about that. If the Court were not properly seized on the 26th, nothing which the plaintiff could do could give it jurisdiction on the 27th. This is just what Mr. Justice Tessier says in the case of *Blumhart & Larue*, and it is logical. The jurisdiction either existed, or it did not exist when the action was served or when it was entered in Court. If it did not exist then, the plaintiff could not by any action of his create a jurisdiction.

At the argument plaintiff said that he could bring as many actions as there were districts where the libel was circulated. Chief Justice Dorion says in *Archambault & Bolduc* that this cannot be done. See page 111, where he says it would be a contravention of Art. 15, C. C. P., which forbids the division of actions. Again as Mr. Justice Jetté says in *Sénécal* v. *La Cie. d'Imprimerie de Québec*, 4 Leg. News p. 414, " Considérant que la motion faite " par le demandeur demandant la permission " d'amender sa déclaration aurait pour effet " d'attribuer à ce tribunal, malgré le refus de " la défenderesse d'y consentir, la jurisdic- " tion qu'elle ne possède pas maintenant." You cannot amend so as to give jurisdiction where it does not exist. If the Court cannot permit this, undoubtedly the plaintiff cannot do it. The writ was served on the defendant and returned; the Court then had no jurisdiction; a notice given to the attorney could not avail to give jurisdiction where it did not exist.

Declinatory exception maintained, and action dismissed with costs.

H. B. Brown, Q.C., for plaintiff.
Jno. P. Noyes, Q.C., for defendant.

SUPREME COURT OF CANADA.

OTTAWA, November 11th, 1891.

Coram Sir W. J. RITCHIE, C.J., STRONG, FOURNIER, TASCHEREAU and PATTERSON, JJ.

JAMES MOIR, Appellant, v. THE CORPORATION OF THE VILLAGE OF HUNTINGDON, and THE HON. J. C. ROBIDOUX, es qual., Respondents.

Appeal to Supreme Court—Question of Costs.

HELD: *That if an action be taken against a municipal corporation, to set aside one of its by-laws, and the by-law in question be repealed by the council of the defendant corporation, by means of a by-law which comes into force after a judgment of the Court of Queen's Bench, affirming the validity of the original by-law but before an appeal has been taken from such judgment, the repeal of the original by-law so effected, will reduce the matter in controversy to an abstract question and a claim for costs, and the Supreme Court cannot, under such circumstances entertain an appeal from the judgment of the Court of Queen's Bench.*

On April 8th, 1890, the council of Huntingdon Village passed a by-law, under 561 M. C., whereby it was assumed to prohibit the retail sale of intoxicants. On May 8th, 1890, the appellant petitioned the Circuit Court of the County of Huntingdon, to annul said by-law, on the ground that 561 M.C. is *ultra vires* of the legislature (698 *et seq.* M.C.)

On May 26th 1890, judgment was rendered by the Circuit Court (BELANGER, J.) quashing the by-law.

An appeal was taken from this judgment, which was argued and taken *en délibéré* January 23rd, 1891. On March 2nd, 1891, passage of a by-law by the Huntingdon council, repealing the by-law under dispute. By the law of the province, the repealing by-law could not come into force till May 1st, 1891.

On March 21st, judgment was rendered by the Court of Queen's Bench, reversing the judgment of the Circuit Court, and declaring the prohibitory by-law legal. On May 19th, appeal from this judgment to the Supreme Court; appellant being within the legal delays, and having done nothing by acquiescence or otherwise to bar his appeal.

No motion was made to dismiss the appeal, and nothing was said about the repeal of the by-law in the respondent's factum. On November 11th and 12th, 1891, the parties were fully heard, as to whether an appeal could be

taken in a case originating in the Circuit Court (Ch. 135, Rev. St. of Can., secs. 24, art. G., 28 and 30), the respondents' counsel beginning and replying. Towards the end of his reply, he mentioned to the court that the by-law had been repealed.

In reply to a question from the bench, it was admitted by the appellant's counsel that the by-law had in fact been repealed, but they argued that this was plainly irrelevant; (1) because appellant's rights could not be prejudiced by anything done by the other party subsequent to the institution of the action; (2) that if he were right on the merits —and otherwise he would lose any way—the by-law was an absolute nullity *ab initio*, and the subsequent repeal by the council would have no practical effect.

The court held that after the repeal of the by-law, the appellant had no longer any interest in continuing the litigation, having got what he had originally sued for. It was further held that the repeal left for consideration only a speculative question, and a claim for costs; neither of which matters could properly engage the attention of the court.

The appeal was consequently quashed with costs.

A. E. Mitchell & D. C. Robertson, for Appellant.

Maclaren, Leet, Smith & Smith, for the Village of Huntingdon.

Seers & Laurendeau, for the Atty. Genl.

(D.C.R.)

QUEEN'S BENCH DIVISION.

LONDON, July 20, 1891.

CLEAVER v. MUTUAL RESERVE FUND LIFE ASSOCIATION.*

Insurance—Policy in favour of wife—Death of insured caused by felonious act of wife.

James Maybrick insured his life with the defendants in favour of his wife. The insured died and his wife was subsequently tried and convicted for murdering him. Prior to her trial she assigned her interest under the policy to one of the plaintiffs. The assignee of the policy and the executors of the deceased sued the defendants to recover the amount due upon the policy. Held, *that the plaintiffs were not entitled to recover.*

This was an action brought to recover the amount alleged to be due upon a policy of insurance. It was ordered that certain questions of law should be decided before any question of fact was tried, and the following facts and questions were submitted by the parties for the opinion of the court:

On or about the 3d October, 1888, one James Maybrick effected an insurance on his life with the defendants for £2,000 in favour of his wife, Florence Elizabeth Maybrick. James Maybrick died on the 11th May, 1889, and by his will, dated 25th April, 1889, he appointed the plaintiffs, Thomas Maybrick and Michael Maybrick, executors, and he stated therein as follows:

"My widow will have for her portion of my estate the policies on my life, £500 with the Scottish Widows Fund and £2,000 with the Mutual Reserve Fund Life Association of New York, both policies being made out in her name. If it is legally possible I wish the £2,500 of life insurance on my life in my wife's name to be invested in the names of the said trustees, but that she should have the sole use of the interest thereof during her life-time, but at her death the principal to revert to my children."

Florence Elizabeth Maybrick was accused of having caused the death of her husband, James Maybrick, by administering poison to him, and was at the assizes at Liverpool in August, 1889, in due form of law, tried and convicted upon an indictment charging her with the willful murder of her husband. Prior to her trial, Florence Elizabeth Maybrick by deed assigned to the plaintiff Richard Stewart Cleaver, the said policy and all her interest thereunder, and notice of the assignment was duly given to the defendants.

On the 30th August, 1889, the plaintiff Cleaver was duly appointed administrator of the property and effects of the said Florence Elizabeth Maybrick under the provisions of the statute 33 and 34 Victoria, chapter 23, section 9.

The sentence passed on Florence Elizabeth Maybrick in respect of the said conviction

* 65 L. T. Rep. 220. The case has been taken to the Court of Appeal.

was subsequently commuted on the ground that the evidence at the trial did not conclusively prove that the said James Maybrick died from the administration of arsenic or other poison administered to him by her. The official record relating to the same is as follows:

"Her majesty having been graciously pleased to extend her royal mercy to the said offender on condition that she be kept in penal servitude for the remainder of her natural life, and such condition of mercy having been signified to this court by the Right Hon. Henry Matthews, one of her majesty's principal secretaries of State, this court hath allowed to the said offender the benefit of a conditional pardon, and it is therefore ordered that the said Florence Elizabeth Maybrick be kept in penal servitude for the remainder of her natural life."

The questions of law to be decided by the court were as follows: (1) Whether if it be proved that the said James Maybrick died from poison intentionally administered to him by the said Florence Elizabeth Maybrick, that would afford a defence to this action, (*a*) as against the plaintiff, Richard Stewart Cleaver, as assignee of the said policy from the said Florence Elizabeth Maybrick; assuming the assignment to be proved (*b*) as against the plaintiff Richard Stewart Cleaver, as administrator, under 33 and 34 Victoria, chapter 23, section 9, (*c*) as against the plaintiffs, Thomas Maybrick and Michael Maybrick, as executors of the said James Maybrick, deceased. (2) Whether if the conviction of the said Florence Elizabeth Maybrick be proved in this action, such conviction will be, (*a*) conclusive of her guilt, and an answer to this action as against any or either, and which of the plaintiffs, (*b*) admissible in evidence in this action. (3) Whether either the commutation of the sentence on the grounds stated, or the conditional pardon, if proved, will afford an answer to the alleged conviction.

The policy of insurance stated that James Maybrick, for the consideration therein mentioned, had become a member of the Mutual Reserve Fund Association, and that "there shall be payable to Florence E. Maybrick, wife, if living at the time of the death of the said member, otherwise to the legal personal representatives of the said member, the sum of £2,000 sterling within ninety days after the receipt of satisfactory evidence to the association of the death of the said member."

Sir *C. Russell*, Q. C., *Pickford* and *A. G. Steel* for plaintiffs.

Sir *E. Clarke* (Sol. Gen.), and *Hextall*, for defendants.

DENMAN, J. In this case the question put to us must I think be answered in favor of the defendants. The action is brought in the names of several plaintiffs, but has been argued only upon the strongest point, viz: as to the right of Thomas and Michael Maybrick to recover the amount alleged to be due upon this policy. Thomas and Michael Maybrick are the legal personal representatives of James Maybrick, deceased, and for the purposes of this case it must be assumed that he was in May, 1889, murdered by his wife Florence Maybrick. These two plaintiffs bring their action not as the legal personal representatives of the deceased for the benefit of his estate, but because, as being such legal personal representatives, they become under the provisions of the Married Women's Property Acts, trustees for the wife, Florence Maybrick. It is clear that they are in no better position than the party for whom they are trustees would be, and if there is any fatal objection to that party suing, the same objection would be fatal to the executors suing on her behalf. It is not necessary that I should go through all the provisions of the Married Women's Property Acts, but it is sufficient for me to say that the plaintiffs are the proper persons to bring this action, according to the terms of section 11 of the act of 1882 (45 and 46 Vict. chap. 75), and the result is the same whether the wife is plaintiff or the executors are. The objection has been taken that the plaintiffs cannot sue for the benefit of the wife, because the death of her husband was caused by her felonious act. The only case that has any bearing upon the present is *Bolland* v. *Disney*, 3 Russ. 351, which is also reported under the name *Amicable Society* v. *Bolland*, 4 Bligh, 194. That case first came before Leach, V. C., who held that the action was maintainable.

The facts were shortly that Fauntleroy, whose life was insured, committed a forgery of which he was found guilty, and subsequently he was executed. The vice-chancellor decided, upon the narrow ground which Sir C. Russell has put forward again in the present case, that in order to make a policy void the act must be one done fraudulently, and one which causes the policy to attach. That case subsequently came before the House of Lords, and Lord Lyndhurst, although he does not appear to attach much importance to the fact that the policy attached in consequence of an act of the man himself, says in very clear language at the end of his judgment. "It appears to me that this resolves itself into a very plain and simple consideration. I suppose that, in the policy itself, this risk had been insured against. That is, that the party insuring had agreed to pay a sum of money year by year upon condition that, in the event of his committing a capital felony, and being tried convicted and executed for that felony, his assignees shall receive a certain sum of money—is it possible that such a contract could be sustained? Is it not void upon the plainest principles of public policy?" When we apply that reasoning to the present case, it is clear that a person murdering another does bring about death in a manner not contemplated by the policy. The judgment of Lord Lyndhurst then goes on: "Would not such a contract (if available) take away one of those restraints operating on the minds of men against the commission of crimes, namely, the interest we have in the welfare and prosperity of our connections? Now if a policy of that description with such a form of condition inserted in it, in express terms, cannot, on grounds of public policy, be sustained, how is it to be contended that in a policy expressed in such terms as the present, and after the events which have happened, we can sustain such a claim? Can we, in considering this policy, give to it the effect of that insertion which if expressed in terms would have rendered the policy, as far as that condition went at least, altogether void?" Applying again that sort of reasoning to the present case, you must insert in this policy a clause, saying that the wife or trustees on her behalf may recover the amount due upon the policy, even if she feloniously caused the death of the person insured. The law would clearly not allow such a thing, and a policy with such a clause in it would be void. It is certainly against public policy that this action should succeed, and upon that ground I think judgment should be given for the defendants.

WILLS, J. I am of the same opinion. The policy of insurance in this case was upon the life of James Maybrick, and was made in favor of his wife, and we must assume, for the purpose of deciding the questions submitted to us, that his wife murdered James Maybrick. It is clear from the provisions of the Married Women's Property Act of 1882, that the effect of the policy was to create a trust in favor of the wife. If any money was paid upon the policy, it would have to be paid over to Mrs. Maybrick. It has been suggested that the plaintiff, Cleaver, as administrator under 33 and 34 Victoria, chapter 23, section 9, had other trusts to which the money might be applied besides paying it over to the wife, but that is not a point which arises here. The executors of James Maybrick are really the persons who are trying to recover this money, and they are doing so on behalf of Mrs. Maybrick. The question is whether it is an answer to their claim to say that Mrs. Maybrick murdered her husband. Upon the ground of the claim being against public policy I think that it is, because the action is brought to recover money on a policy on the death of a person whom she has murdered. I cannot imagine a case in which a defence upon the ground of public policy could be stronger. It is true that, in the case which has been principally relied upon, many of the observations do not apply to this case, because they depend upon the fact that the person who committed the act which caused the policy to attach knew at the time of committing such act that the policy had been effected. Nothing I think depends upon the question as to whether Mrs. Maybrick knew of the existence of the policy. And although it has been said that she did not know of it, it is almost impossible to say what a person in that position did or did not know. It is a broad principle of law that a person who commits a murder shall

not derive any pecuniary benefit therefrom, and that principle is not to be defeated by saying that the murderer did not know of the pecuniary benefit. For these reasons I think judgment must be given for the defendants.

Judgment for defendants.

---

*SUPERIOR COURT—MONTREAL.**

Damages—Stipulated by Contract—Art. 1076, *C. C.*

Held: Where it is stipulated in a contract for work on buildings, that a certain sum per day shall be paid for any delay in the completion of the work, caused by the negligence of the party undertaking it — the amount to be determined by the architect superintending the construction—that the creditor is entitled to the sum so determined. —*Kneen* v. *Mills*, Lynch, J., Jan. 31, 1891.

Sale—Suspensive condition—Third party purchasing in good faith a thing which does not belong to the seller.

Held:—1. Following *Canadian Subscription Co.* v. *Donnelly*, M. L. R., 6 S. C. 348, Where the sale of a movable is made with a suspensive condition, and it is stipulated that the purchaser shall not have any title in the thing sold until the condition shall be performed—as where a thing is sold and delivered, and the price is payable in instalments, and it is stipulated that the purchaser shall not have any property in the thing until the price shall have been wholly paid—the vendor has a right to revendicate the thing, in default of payment as stipulated, in the possession of a third party who has acquired the same in good faith and for valuable consideration, without reimbursing to him the price he has paid for it, unless the circumstances of the sale to such third party be such as validate the sale of a thing not belonging to the seller, or unless it be a commercial matter, or the thing be sold under the authority of law (Arts. 1488-1490, C. C.)

2. The fact that the person in whose possession the thing is revendicated may have been misled by seeing the name of his vendor inscribed on the thing, does not derogate from the rule above stated; it merely gives rise to a claim on his part against his vendor.—*Goldie* v. *Filiatrault*, in Review, Johnson, C.J., Wurtele & Ouimet, JJ., Dec. 30, 1890.

---

*Sherbrooke, City of—Meeting of city council—Notice of—*39 *Vict.* (*Q*), *ch.* 50.

Held:—1. That public notice must be given of every special meeting of the city council of the city of Sherbrooke, as required by sect. 11 of the city charter 39 Vict. (Q.), ch. 50, whether such meeting be called by the mayor or not; and the absence of such notice vitiates the proceedings at such meeting.

2. A service of notice of meeting on a councillor, at his place of business, after the hours fixed by law, is void.—*McManamy* v. *Corporation of City of Sherbrooke*, in Review; Jetté, Mathieu, Wurtele, JJ., Sept. 30, 1891.

MOIR v. *HUNTINGDON.*

To the Editor of THE LEGAL NEWS:

Sir, I beg leave to make some brief comments on the judgment of the Supreme Court in the case of *Moir* v. *Huntingdon*, a report of which herewith appears in your columns. While criticism by counsel of an adverse decision, is in general unseemly, the circumstances of this case appear to me so exceptional, as to justify a departure from the ordinary practice.

You will see that Mr. Moir has been punished by being condemned to pay a double bill of costs in three courts. And why has he been so punished? Not because he ought not to have brought his action in the first place. That could only be determined by going into the merits, which the court refused to do. Not because the law gave him no appeal from the judgment of the Queen's Bench at the time it was rendered. That point is also undecided. Not because he had let pass the delays to appeal, or otherwise acquiesced in the judgment of the Queen's Bench. He had done none of these things. His fault was this, that he didn't know that before approaching the courts to seek redress for alleged wrong, he should have got permission so to do from the alleged wrongdoer.

Now I don't hesitate to say that this judgment is, not only wrong, but clearly and un-

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

mistakeably wrong, in short that its error is as clear as that two and two make four and that two sides of a triangle are together greater than the third side. This is said advisedly, and with an entire remembrance that it is the Supreme Court of Canada which has rendered the judgment so characterized. And I support what I say by the following reasons:

(1). The action once begun, the defendants could only stop it by putting the plaintiff in as good a position as if he hadn't sued at all. Otherwise a defendant could always tender the debt without costs; or a plaintiff in like manner at any time discontinue his action.

(2). The repeal of the by-law could have no effect, unless the defendant was right on the merits. For if the plaintiff were right on the merits the by-law was null and void *ab initio*.

(3). At any rate, if the judgment of the Circuit Court were right, the "by-law....so "annulled ceased to be in force from the date "of the judgment," 704, M. C.; and consequently when the council assumed to repeal the by-law there was nothing to repeal. And if the judgment of the Circuit Court were wrong, the appellant would lose any way. But the goodness or badness of the Circuit Court judgment, could only be decided by hearing the case on the merits. Then why not go into the merits?

(4). The appellant having got a favourable judgment from the Circuit Court, is entitled to the benefit of it, unless "in the said judgment of the Circuit Court there was error." But the Supreme Court refused to consider that question.

(5). The judgment of the Court of Queen's Bench, was clearly not a final judgment. That being so, it is manifest that the other party couldn't take from the appellant a right of appeal which the law gave him. In other words, it is not for the party, hitherto successful but foreseeing possible defeat in the end, to say whether or not the law shall take its course.

(6). The judgment is not only vicious in principle, but altogether opposed to precedent. The learned judges, in fact, are condemned out of their own mouths.

In the case of *O'Sullivan* v. *Harty*, (11 Can. S. C. R. 322), an appeal was heard on a question of costs, and on nothing else. The appeal was dismissed, but on the ground that the courts below had rightly put the costs on the appellant.

And in the case of *Exchange Bank* v. *Gilman*, (17 Can. S. C. R. 108), the law was thus admirably laid down by Mr. Justice Taschereau on pages 116-117 of the report:

"The judgment of the Court of Appeals "alludes to the fact that the judgment on the "first action has been set aside on a *requête* "*civile* for want of stamps on the promissory "note for which the plaintiff had recovered. "I think this fact was erroneously taken into "consideration. There is no issue of that "kind on the record, and the copy of the "judgment as setting aside the first judg-"ment, was irregularly introduced into the "record in the Court of Appeal. It could not "have been invoked in the Superior Court, for "the good reason that it was rendered on "the 22nd of December, 1887, more than a "year after the judgment of the said Superior "Court. *And the Court of Appeals could not give a judgment which the Superior Court could not have given, or take into consideration as a ground of their judgment, a fact which did not exist when the Superior Court pronounced its judgment.*"

The Privy Council have repeatedly heard appeals on questions of costs, and granted costs which had been refused by the courts below. *Yeo* v. *Latour*, 8 Moore, N. S. 74; *Armstrong* v. *Huddleston*, 1 Moore 478; *Princep* v. *Dyce Sombre*, 10 Moore 232; *Baboo* v. *Berry*, 2 Knapp 265.

Your very truly,

D. C. ROBERTSON.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Nov. 21.

Judicial Abandonments.

Léon E. Anctil, Coaticook, Nov. 14.

Louis Boivin & Cie., grocer, Village Richelieu, Nov. 13.

Antoine Silvani Daoust, grocer, Montreal, Nov. 13.

George Daveluy, insurance broker, Montreal, May 21.

Eusèbe Doiron, trader, Metapedia, district of Gaspé, Nov. 13.

Hansen & Schwartz, ship-brokers and agents, Quebec, Nov. 13.

Narcisse Edouard Morissette, trader, Three Rivers, Nov. 13.

Harris Minkowskie, trader, Montreal, Nov. 10.

Portugais & Lemay, cabinet makers, Quebec, Nov. 18.

J. L. Roberge, general merchant, Thetford Mines, Nov. 16.

Curators appointed.

Re Gilbert Chartier, St. Benoit.—Kent & Turcotte Montreal, joint curator, Nov. 16.

Re Cyr & frère, Montreal.—C. Desmarteau, Montreal, curator, Nov. 16.

Re Adolphe Dufresne, St. Dominique.—J. O. Dion, St. Hyacinthe, curator, Nov. 14.

Re Dame Julienne Lacombe (Frs. Forest & Co.), Joliette.—Geo. Latour, Joliette, curator, Nov. 13.

Re Gédéon Lalonde, Coteau du Lac.—C. Desmarteau, Montreal, curator, Nov. 16.

Re Appolinaire Langevin, parish of Ste. Cecile de Milton.—P. S. Grandpré, N. P., parish of St. Valérien de Milton, Nov. 6.

Re L. P. Méthot, Fraserville.—D. Seath, Montreal, curator, Nov. 18.

Re Harris Minkowskie. — Henry Ward, Montreal, curator, Nov. 17.

Re John A. Peard, Montreal. — J. McD. Hains, Montreal, curator, Nov. 13.

Re Pierre Peltier.—D. Desmarais, parish of St. Bonaventure d'Upton, curator, Nov. 13.

Re Picard & Chevalier, Joliette.—Kent & Turcotte, Montreal, joint curator, Nov. 17.

Re Wilkinson & Boyle, Montreal.—A. Lamarche, Montreal, curator, Nov. 14.

Dividends.

Re William Beattie, Melbourne.—Second and final dividend, Mairs & Thomas, Melbourne, joint curator.

Re Lyman H. Derick, Noyan.—First dividend (25c.), payable Dec. 8, J. McD. Hains, Montreal, curator.

Re Joseph Dorais, St-Chrysostome.—First and final dividend, payable Dec. 9, C. Desmarteau, Montreal, curator.

Re Eléazar Doucet, Granby.—First and final dividend, payable Dec. 8, C. Desmarteau, Montreal, curator.

Re A. Durand, Joliette.—First and final dividend, payable Dec. 15, D. Guilbault & P. E. McConville, Joliette, joint curator.

Re J. L. Letourneux.—First and final dividend on proceeds of immovable, payable Dec. 11, Kent & Turcotte, Montreal, joint curator.

Re McCormick & Bryson.—Dividend, J. C. McCormick, Montreal, curator.

Re John McIntyre, machinist, Montreal.—Second and final dividend, payable Dec. 8, A. F. Riddell, Montreal, curator.

Re Wells & Crossby, Montreal.—First and final dividend, payable Dec. 8, W. A. Caldwell, Montreal, curator.

Separation as to property.

Alphonsine Benoit vs. Treffié Montpetit, farmer, parish of St. Louis de Gonzague, Sept. 24.

Marie Adeline Berthiaume vs. Cléophas Lambert, farmer, St. Bazile le Grand, Nov. 16.

Eliza Bourdeau vs. Antoine Moreau, carter, St. Joseph de Chambly, Nov. 6.

Exilda Charland vs. Pierre Peltier, manufacturer, St. Guillaume d'Upton, Nov. 14.

GENERAL NOTES.

JUDICIAL PATRONAGE.—An unusual amount of judicial patronage has fallen to the lot of the present Lord Chancellor of England. He has appointed three Lords of Appeal in Ordinary, two Lords Justices, two judges of the Chancery Division, six judges of the Queen's Bench Division, the President of the Probate Division, and a judge of that division. As regards the smaller judicial offices, Lord Halsbury has had the appointment of seventeen County Court judges, two masters in lunacy, two official referees, and two registrars in Bankruptcy.

INSTALLATION OF A LORD JUSTICE GENERAL.—On October 16 in the first division of the Court of Session, Edinburgh, the ceremony of installing the Right Hon. J. P. B. Robertson as Lord Justice-General of Scotland and Lord President of the Court of Session took place in presence of a crowded assemblage. The Lord Justice Clerk presided, and there was a full attendance of the judges. Mr. Robertson presented his commission to the Lord Justice Clerk. The commission was recorded. Mr. Robertson, as Lord Probationer, then heard a case at Lord Wellwood's bar and afterwards reported it to the judges in the First Division. The trials of the Lord Probationer having been sustained, the oaths of office were administered to him. He was then invited to the bench by the Lord Justice Clerk, and he took the chair under the style and title of Lord Robertson.

CYCLISTS AND ROAD RACING.—A case of considerable interest to cyclists and local authorities came before the Northumberland county magistrates at Newcastle on Saturday, Oct. 17, when twelve young men were charged with furiously riding bicycles on the highway. Mr. Parsons prosecuted, and Mr. T. J. Forster defended. At an early hour on the morning of the 2nd inst. a road-race took place from North Shields to Morpeth and back. At Gosforth, about half-way on the outward journey, the police took the names of the competitors, the time being half-past six. It was stated by the police that the defendants were riding at the rate of seventeen or eighteen miles an hour; but Mr Forster said this could not have been the case owing to the hill and the heavy road. Mr. Forster raised the point that to constitute an offence it was necessary to prove that the road-racing was dangerous to the life or limbs of pedestrians, and he contended that no such danger arose, as only the police and the cyclists were present at the time referred to. The police produced a handbill issued at the instance of the joint committee of the county, which defined bicycle or tricycle racing as an offence under the Local Government Act, 1888. The bench intimated that they were against Mr. Forster, who thereupon obtained an adjournment to enable him to take the opinion of a higher Court.—*Law Journal.*