THE

LEGAL NEWS.

VOL. XV. JULY 1, 1892. No. 13.

CURRENT TOPICS AND CASES.

The swift recurrence of changes on the English bench is suggested by a review of those which have occurred during the chancellorship of Lord Halsbury. Three out of the four Lords of Appeal in Ordinary, Lords Macnaghten, Morris and Hannen, owe their places to him, as well as two members of the Court of Appeal. Justices Kekewich and Romer in the Chancery Division, and Justices Charles, Williams, Lawrance, Wright and Collins in the Queen's Bench Division, have been appointed in the same period. The President of the Probate, Divorce, and Admiralty Division, Mr. Justice Jeune, as well as his present colleague Mr. Justice Barnes, have also been elevated to the bench during the present administration. The last change to note is the resignation of Lord Justice Fry of the Court of Appeal, and the appointment of Mr. Justice A. L. Smith to the vacancy occasioned thereby. It is possible that Lord Justice Fry, like Lord Hannen, may hereafter assist in the work of the Privy Council.

In Canada, where all the members of legislative bodies are paid, we have a check upon members running away from their duties before the end of the session by the deduction prescribed by law for each day's absence. In the

Dominion Legislature a deduction of eight dollars per day is made from the total indemnity allowed for the session. In England members are not paid, and the attendance is usually very thin in the closing weeks of Parliament. "This falling-off in attendance at such a period as the present," the *Law Journal* observes, is no new thing, as is shown by the still unrepealed 6 Hen. VIII, c. 16. We there read that 'comenly in the end of every Parliament dyvers and many grete and weyghty matters, aswell touchyng the pleasure, wele, and suertie of oure soveraigne lord the King as the common wele of this his realme ar to be treatyd and concluded,' yet that 'dyvers knyghtis of shires, &c., before the end of the seid Parliament depart.' It is, therefore, enacted that 'none of the said knyghtis, &c., who shall be elected to any Parliament, absent hym selff frome the same tyll the same Parliament be fully fynisshid, endyd, or progyd, except he or they so departyng have lycens of the speaker and commons in the same Parliament assembled.' This enactment is very plain and stringent, but, from the nature of the penalty attached to disobedience, it would seem to be a mere *brutum fulmen*. For the penalty is that any member of Parliament departing in contravention of it shall 'loose all thos somes of money whiche he shuld or ought to have hadd for his or their wages, and that all the counties, cities, and buroughes whereof any suche person shalbe electyd, and the inhabitaunts of the same shall be clerely dyschargyd of all the seyd wages ayenst the seid persons and their executours for evermore.' But the Act is not without importance as recognising that right of members of Parliament to payment which has never been formally abolished, though no member of Parliament has received payment for 230 years, Andrew Marvell having been the last paid member."

The English Court of Appeal, in *Alexander* v. *Jenkins*, May 28, 1882, decided a question of considerable interest on the law of slander. The plaintiff was a member of

the town council of the city of Salisbury. He claimed damages on the ground that the defendant had charged him with drunkenness. The defence was, *inter alia*, that in the absence of special damage the action was not maintainable, and this defence was overruled by Grantham, J., in the Court below. But the judgment has been unanimously reversed by Lord Herschell and Lords Justices Lindley and Kay in the Court of Appeal, who held unanimously that where a slanderous imputation is made concerning a person holding office, if the office is one not of profit, but of credit or honor, and the imputation is not one of misconduct in that office, but merely of unfitness for it, no action of slander will lie against the defendant in the absence of proof of special damage, unless the misconduct imputed, if true, is such as would render the plaintiff liable to be removed from or deprived of that office.

SUPREME COURT OF CANADA.

May 3, 1892.

Quebec.]

CONTROVERTED ELECTION OF L'ASSOMPTION.

Election appeal—Discontinuance—Effect of—Practice—Certificate of Registrar—New writ.

By a judgment of the Superior Court in the controverted election for the electoral district of L'Assomption, the respondent was unseated by reason of corrupt acts committed by agents, and the respondent having appealed to the Supreme Court the case was inscribed for hearing for the May sessions of 1892. When the appeal was called, no one appearing for the appellant, counsel for respondent stated that he had been served by appellant's solicitor with a notice of discontinuance.

Held, that the appeal be struck off the list of appeals.

The notice of discontinuance having been filed in the Registrar's Office, the Registrar certified to the Speaker of the House of Commons that by reason of such discontinuance the decision of the trial judges and their report, were and are left unaffected by the proceedings taken in the Supreme Court. The Speaker

subsequently issued a new writ for the Electoral district of L'Assomption.

Appeal discontinued.

Code for appellant.

Quebec.]

May 3, 1892.

CONTROVERTED ELECTIONS OF BAGOT AND ROUVILLE.

Election petition—Judgment voiding election—Trial—Commencement of—Six months—Sec. 32, *R.S.C.—Consent to reversal of judgment—R.S.C., ch.* 135, *sec.* 52.

In these two cases the trials were commenced on the 22nd of December, 1891, more than six months after the filing of the petition, and subject to the objection taken by the respondents that the Court had no jurisdiction, more than six months having elapsed since the filing of the petition, and no order made enlarging the time for the commencement of the trial, the respondents consented that their elections be voided by reason of corrupt acts committed by their agents without their knowledge.

On appeal to the Supreme Court upon the question of jurisdiction, the petitioner's counsel signed and filed a consent to the reversal of the judgment appealed from without costs, admitting that the objection was well taken.

Held, that upon the filing of an affidavit, as to the facts stated in the respondent's consent, the appeals should be allowed and the election petitions dismissed without costs. R.S.C., ch. 135, sec. 52.

Appeals allowed without costs.

Bagot case:

Ferguson, Q.C., for appellant.

Belcourt for respondent.

Rouville case:

Belcourt for appellant.

Code for respondent.

Quebec.]

May 2, 1892.

HATHAWAY v. CHAPLIN.

Letter of guarantee by bank—Claim for loss—Proof of claim—Account sales.

H. *et al.*, upon receipt of an order by telegram from the Exchange Bank to load cattle on a steamer for M. S. with guarantee against loss, shipped, three days after the suspension of the bank, some cattle and consigned them to their own agent at Liverpool. Subsequently they filed a claim with the liquidators of the bank for an alleged loss of $7,965 on the shipments, and the claim being contested the only witness they adduced at the trial was one of their employees who knew nothing personally about what the cattle realised, but put in account sales received by mail as evidence of loss.

Held, affirming the judgment of the Court below (M.L.R., 7 Q. B. 317) that assuming that there was a valid guarantee given by the bank, upon which the Court did not express any opinion, the evidence as to the alleged loss was insufficient to entitle H. *et al.* to recover.

Per Taschereau, J.—That the guarantee was subject to a delivery of the cattle to M. S., and that H. *et al.* having shipped the cattle in their own name could not recover on the guarantee.

Appeal dismissed with costs.

Laflamme, Q.C., and *Brown*, for appellant.

Macmaster, Q.C., and *Greenshields, Q. C.*, for respondent.

Exchequer.]

May 2, 1892.

MORIN v. THE QUEEN.

Government railway—43 Vic., c. 8, Construction of—Damage to farm from overflow of water—Negligence—Boundary ditches—Maintenance of.

Held, affirming the judgment of the Exchequer Court, that under 43 Vic., c. 8, confirming the agreement of sale by the Grand Trunk Railway Company to the Crown of the purchase of the Rivière-du-Loup branch of their railway, the Crown cannot be held liable for damages caused from the accumulation of sur-

face water to land crossed by the railway since 1879, unless it is caused by acts or omissions of the Crown's servants, and as the damages in the present case appear by the evidence relied on, to have been caused through the non-maintenance of the boundary ditches of claimant's farm, which the Crown is under no obligation to repair or keep open, the appellant's claim for damages must be dismissed.

Appeal dismissed with costs.

Belcourt for appellant.
Hogg, Q.C., for respondent.

Exchequer.]

May 2, 1892.

HUMPHREY v. THE QUEEN.

Contract—Carriage of mails—Authority of Postmaster General.

The contract for carriage of mails between St. John, N. B., and Digby, N. S., having expired the P. O. Department advertised for tenders for a temporary service, and H. put in a tender. None of the tenders was accepted, and H. being in Ottawa had an interview with the P. M. G. who verbally agreed to H. performing the service for a time on the terms and conditions of the former contract. H. then, pursuant to directions from the P. M. G., wrote the latter a letter by which he agreed to carry said mails for a period of nine months for the amount paid under the former contract, and subject as usual to cancellation at an earlier period. The amount paid for the service by the former contract was $10,000 a year and the usual cancellation was on giving six months' notice of the intention to terminate the contract. H. procured the necessary steamers and performed the service for some two months, when he was notified that his agreement with the department was at an end, and the carrying of said mails was transferred to a Government steamer. H. then brought an action against the Government by petition of right, claiming damages for breach of contract.

Held, affirming the decision of the Exchequer Court (2 Ex. C. R. 386) that the P. M. G. had no authority to bind the Crown by a contract for a sum exceeding $1,000 without the authority of an order in council, and the petition must therefore be dismissed.

Appeal dismissed with costs.

Pugsley, Q.C., Sol. Gen. of New Brunswick, for the appellant.
Hogg, Q.C., for the respondent.

May 2, 1892.

Admiralty.]

CHURCHILL v. MACKAY.—*In re* SHIP QUEBEC.

Power of attorney—Construction—Authority to settle or adjust claim—Right to receive payment.

The ship Quebec was abandoned at sea by her crew and discovered by another vessel, the crew of which stopped up augur holes bored in her and brought her into port. A claim for salvage was made against the owners, and a power of attorney was given by the salvors to one P., authorising him "to bring suit or otherwise settle and adjust any claim which we may have for salvage service," etc. P. arranged with the owners the amount of salvage for the ship, due the salvors, and received payment of the same as well as part of the salvage for the cargo, giving the owners a release of the lien of the salvors on the vessel. P. did not pay the money to the salvors, and the power of attorney was revoked before the balance of the cargo salvage was paid, and this action was brought to recover the full amount.

Held, affirming the decision of the local judge in Admiralty for Nova Scotia, that the authority by the power of attorney to "settle and adjust" the claim did not authorise P. to receive the money, and his release did not prevent plaintiffs from maintaining the action.

Taschereau, J., doubted the jurisdiction of the Court to hear the appeal.

Appeal dismissed with costs.

W. B. Ritchie for the appellants.

McCoy, Q.C., and *Morrison* for the respondents.

May 2, 1892.

Ontario.]

UTTERSON LUMBER CO. v. RENNIE.

Mortgage—Rectification—Property not included—Evidence.

A mortgage was given to R. (respondent) of certain lots of land described by numbers, in front of which was a water lot with a saw mill and machinery thereon. The mortgagors afterwards assigned their property for the benefit of creditors, and it was sold at auction to a number of persons who afterwards became incorporated as the appellant company. After the sale and before the deed was executed in pursuance thereof, the respondent, as he alleges, first

became aware that the mortgage did not cover the saw mill and machinery as had been intended, and he commenced this action and registered a *lis pendens*. On the trial evidence was given of notice to some of the persons forming the company, that respondent so claimed, and the trial judge found that appellants were not *bonâ fide* purchasers for value without notice, and gave judgment reforming the mortgage as asked. This decision was affirmed by the Court of Appeal.

Held. Gwynne and Patterson, JJ., dissenting, that there was ample evidence to sustain the finding that the mill and machinery were intended to be included in the mortgage and were omitted by mutual mistake, and the appeal should, therefore, be dismissed.

Laidlaw, Q.C., for appellants.

Blackstock and *Dickson* for respondent.

Ontario.] May 2, 1892.

GIBBONS v. MCDONALD.

Debtor and creditor—Mortgage—Preference by—Pressure—R. S. O. (1887), *c.* 124, *s.* 2.

M. was indebted to McD. on certain promissory notes, and wishing to go to Manitoba to live he proposed to give McD. a mortgage on his farm for the amount of the notes and a further advance of money, which was done. McD. had previously demanded payment of the notes. At the time of giving the mortgage M. knew that he was unable to pay his debts in full, but McD. believed him to be solvent. M. afterwards executed an assignment for the general benefit of his creditors, and the assignee brought an action to set aside the mortgage to McD. as being given with intent to defeat, delay or prejudice the other creditors of M.

Held, affirming the decision of the Court of Appeal (18 Ont. App. R. 159), and that of the Divisional Court (19 O. R. 290), that the mortgage having been given as the result of pressure and for a *bonâ fide* debt, and McD. not having been aware that M. was insolvent, the mortgage was not void. *Molsons Bank* v. *Halter* (18 Can. S. C. R. 88), and *Stephens* v. *McArthur* (19 Can. S. C. R. 446) followed.

Appeal dismissed with costs.

Garrow, Q.C., for the appellant.

Lash, Q.C., and *McDonald, Q.C.*, for the respondents.

May 2, 1892.

Ontario.]

KINGSTON AND BATH ROAD CO. v. CAMPBELL.

Negligence—Liability of Road Company—Collector of tolls—Lessee.

C. brought an action against the Kingston and Bath Road Company for injuries sustained from falling over a chain used to fasten a toll-gate on the company's road. On the trial the following facts were proved. The toll-house extended to the edge of the highway, and in front of it was a short board walk. The gate was attached to a post on the opposite side of the road, and was fastened at night by a chain which was generally carried across the board walk and held by a large stone against the house. The board walk was generally used by foot passengers, and C. walking on it at night tripped over the chain and fell, sustaining the injuries for which the action was brought.

The toll collector was made a defendant to the action but did not enter a defence. It was shown that he had made an agreement with the company to pay a fixed sum for the privilege of collecting the tolls for a year, and was not to account for the receipts. The company claimed that he was lessee of the tolls and that they were not responsible for his acts. It was proved, however, that in using the chain to fasten the gate as he did he was only following the practice that had existed for some years previously and doing as he had been directed by the company. The statute under which the company was incorporated contained no express authority for leasing the tolls, but uses the term "renter" in one section, and in another speaks of a "lease or contract" for collecting the tolls.

The company claimed, also, that C. had no right to use the board walk in walking along the highway, and her being there was contributory negligence on her part, which relieved them from liability for the accident.

Held, affirming the decision of the Court of Appeal, Gwynne, J., dissenting, that C. had a right to use the board walk as part of the public highway, and was, moreover, invited by the company to use it, and there was, therefore, no contributory negligence; that whether the toll collector was servant of the company or lessee of the tolls, the company was liable for his acts, and even if they would not be liable in case he was regarded as lessee, the previous improper use of the chain would make them so.

Britton, Q.C., for the appellants.

Lyon for the respondent.

May 2, 1892.

Ontario.]

DUGGAN v. LONDON AND CANADIAN LOAN CO.

Stock—Shares assigned in trust—Duty of transferee to make inquiry.

D. transferred to brokers as security for a loan and for margins in stock speculations, 180 shares of valuable stock, the transfer expressing on its face that the stock was assigned "In trust." The brokers afterwards pledged this and other stock with a bank in security for an advance, and from time to time transferred the loan to other banks and monetary institutions, the various transfers of D.'s stock retaining the original form, namely, that of being "in trust." The brokers finally arranged a loan for a large amount with the L. & C. L. Co. to whom the stock was transferred by the then holders, the Federal Bank, by an assignment which was signed "B., Manager in trust," B. being the manager of the Federal Bank. D. tendered to the London & Canadian Loan Co. the amount of his indebtedness to the brokers and demanded his stock, which the company refused to re-transfer except upon payment of their advance to the brokers. D. then brought an action to compel the company to re-assign his stock to him.

Held, reversing the decision of the Court of Appeal (18 Ont. App. R. 305), and restoring that of the trial judge (19 O. R. 272), Taschereau and Patterson, JJ., dissenting, that the Company was put upon enquiry by the form of the transfer to it, as to the nature of the trust, and not having made such enquiry, could only hold the stock subject to payment by D. of his indebtedness to the brokers. *Sweeny* v. *Bank of Montreal* (12 Can. S. C. R. 661; 12 App. Cas. 617) followed.

Held, per Taschereau and Patterson, JJ., that the form of the transfer to the company signed "B., Manager in trust," only indicated that B. held the stock in trust for his bank and that an inquiry as to the nature of the trust was not obligatory on the company, even if the same would have been possible in view of the shares not being numbered or otherwise identified so that they could be traced.

Appeal allowed with costs.

McCarthy, Q.C., and *Kerr, Q.C.*, for the appellant.

E. Blake, Q.C., and *Howland* for the respondents.

May 2, 1892.

Nova Scotia.]

PEERS v. ELLIOTT.

Practice—Trial—Charge to jury—Misdirection—New trial—Negligence.

P., a farmer, having a quantity of hay on his farm, agreed with E. to have it pressed by his (E's) steam engine, and in the course of the work the barn of P. was set on fire by sparks, as he alleged, from the engine, and was burned with its contents. P. brought an action to recover damages for his said loss, alleging negligence against E. both in the construction and management of the engine. On the trial the main issue was whether or not the spark arrester, which it was shown E. possessed in connection with the engine, was in its place when the fire occurred, and the judge directed the jury that if there was no spark arrester that in itself would be such evidence of negligence as would entitle plaintiff to recover. A verdict was given for plaintiff, which the full Court set aside for misdirection by the trial judge in so charging the jury.

Held, that the judge had misdirected the jury in telling them that the want of a spark arrester was negligence in point of law, and it could not be said that the jury were not influenced by it in giving their verdict. A new trial was therefore properly granted.

Appeal dismissed with costs.

Dickie, Q.C., for the appellant.

W. B. Ritchie for the respondent.

May 2, 1892.

New Brunswick.]

ST. JOHN v. CHRISTIE.

Municipal corporation—Control over streets—Duty to repair—Transferred powers—Negligence—Notice of action—Defence of want of—34 V., c. 11 (N. B.), 25 V., c. 16 (N. B.)

The act incorporating the town of Portland [34 V., c. 11 (N. B.).] gives the town council the exclusive management of and control over the streets, and power to pass by-laws for making, repairing, etc., the same. By s. 84 the provisions of 25 V., c. 16 and amending acts relating to highways, apply to said town, and the powers, authorities, rights, privileges and immunities vested

in commissioners and surveyors of roads in said town are declared to be vested in the council. By another act no action could be brought against a commissioner of roads unless within three months after the act committed and on one month's previous notice in writing. The town of Portland afterwards became the city of Portland, subject to the said provisions, and eventually a part of the city of St. John.

An action was brought against the city of Portland by C. for injuries sustained by stepping on a rotten plank on a sidewalk in said city and breaking his leg. No notice of action was given by C. The jury on the trial found that the broken plank was within the line of the street, and that the council, by conduct, had invited the public to use said sidewalk. After Portland became part of St. John the latter city became defendant in the case for subsequent proceedings.

Held, Strong, J., dissenting, that the city was liable to C. for the injuries so sustained.

Held, per Ritchie, C.J., that if notice of action was necessary the want of it could not be relied on as a defence without being pleaded, which was not done.

Per Taschereau, Gwynne and Patterson, JJ., that notice was not necessary; the liability of the city did not depend on sec. 84 of 34 V., c. 11, but on the sections making it the duty of the council to keep the streets in repair; that the only powers and authorities vested in commissioners and surveyors of roads were those relating to the performance of statute labor, and the section was unnecessary.

Per Strong, J., that one of the privileges or immunities declared to be vested in the council was that of not being subject to an action without prior notice, and no notice having been given in this case C. could not recover.

Jack, Q.C., for appellants.

Pugsley for respondent.

May 2, 1892.

Manitoba.]

McMICKEN v. ONTARIO BANK.

Deed—Rectification—Absolute in form, but intended to be a mortgage—Evidence of intention—Character of.

A. M. conveyed to G. M. certain lands under lease to the Ontario Bank, and on September 1st, 1877, G. M. conveyed said lands to

plaintiff, wife of A. M., but the deed was not registered until October 1st. On September 17th, G. M. executed a mortgage of the lands to the bank which filed a bill against G. M. to foreclose said mortgage; but a year later, when about to issue the final decree of foreclosure, they for the first time became aware of the transfer to the plaintiff, and they abandoned the foreclosure proceedings and filed a new bill against the plaintiff. As the lease of the premises to the bank would expire before they could obtain possession of the land in this last mentioned suit, negotiations were had with plaintiff as a result of which she and her husband executed an absolute deed of the land to the bank, which is the deed sought to be impeached in this suit.

Plaintiff brought a suit to have it declared that the said deed was only intended to operate as a mortgage, and asked to be allowed to redeem and to have an account of the profits. The evidence on the hearing showed that A. M., plaintiff's husband, was indebted to the bank in the sum of $12,700 and G. M. also owed the bank as surety for A. M. The consideration of the deed was the extinguishment of these debts. Plaintiff claimed, however, that there was a parol agreement that the deed should only have the effect of a mortgage, and that the bank took the lands in trust to sell and pay off these claims and return her the surplus. The bank claimed that the transaction was a final transfer of the lands to extinguish the two debts and nothing more.

The trial judge, Mr. Justice Dubuc, held that plaintiff had not given evidence sufficient to justify him in granting her the relief she claimed, and dismissed the bill. Plaintiff obtained a re-hearing before the Chief Justice and Dubuc, J., (Bain and Killam, JJ., having been engaged in the case while at the bar) who affirmed the previous decision. On appeal to the Supreme Court of Canada:

Held, that to induce the Court to grant the relief asked for in this case the evidence of intention that the deed was to operate as a mortgage only must be of the clearest, most conclusive and unquestionable character, and plaintiff having failed to produce such evidence her bill was rightly dismissed.

Appeal dismissed with costs.

Haegel, Q.C., and *Kennedy, Q.C.*, for appellants.

McCarthy, Q.C., and *Richards* for respondents.

May 2, 1892.

British Columbia.]

NEW WESTMINSTER v. BRIGHOUSE.

Municipal corporation—Repair of streets—Excavation—Injury to adjoining land—By-law—Expropriation—Land injuriously affected—51 V., c. 42, s. 190 (B. C.)

A by-law authorised the corporation of the city of New Westminster, B. C., to raise money for the purpose of making repairs on certain streets, but there was no by-law expressly authorising such repairs, which were, however, proceeded with. One of the streets named in said by-law was excavated to lower the grade, in the execution of which work the soil of an adjoining lot fell into the excavation and the supports of the buildings thereon became weakened. The owner of such adjoining lot brought an action against the corporation for the damages occasioned to his land by such excavation.

By the act of incorporation of the city, 51 V., c. 42 (B. C.), s. 190, the council may, by by-law, order the opening or extending of streets, etc., and purchase, acquire, take and enter into any lands required therefor, either by private contract or by complying with certain formalities prescribed by said sec. 190. The said formalities are set out in subsecs. 3 and 4 of that section, providing for the appointment of commissioners to value the land to be taken. By subsec. 14, the report of the commissioners is to be submitted to the Supreme Court or a judge thereof, or a County Court judge, for confirmation, and by subsec. 15 the council of the city is to deposit with the registrar or clerk of the Court the value fixed by such report, such deposit constituting a legal title in the city to the land.

Subsec. 17 of said sec. 190 extends subsecs. 3 and 4 to all cases in which it shall become necessary to ascertain the amount of compensation to be paid to any owner of land for damage sustained by reason of any alteration made by order of the council in the line of level of any street, etc., and the amount of such compensation is to be paid at once without further formality.

Held, affirming the decision of the Supreme Court of British Columbia, Ritchie, C. J., and Taschereau J., dissenting, that subsec. 17 of sec. 190 only applies to lands injuriously affected by work on the streets and not to land taken or used for the purposes of such work; and that in order to acquire, take or use lands for such purpose, the council must be authorised by by-law

and comply with the formalities prescribed by subsecs. 3, 4, 14 and 15 of said section; that the soil of plaintiff's lot having fallen into the excavation made in the street, it must be regarded as lands taken and used for the purposes of such excavation equally as it would have been if the street had been elevated so as to cover a portion of the adjoining land; that the corporation had, therefore, taken and used plaintiff's land without complying with the conditions precedent therefor prescribed, and were liable to the plaintiff in an action for the damage he had sustained.

Held, further, that excavating the street to such a depth as to cause the soil of the adjoining lot to fall into the excavation was such negligence in the execution of the work as to make the corporation liable.

Appeal dismissed with costs.

Robinson, Q.C., for the appellants.

Osler, Q.C., for the respondent.

INSOLVENT NOTICES.

Quebec Official Gazette, June 18 and 25.

Judicial Abandonments.

DEMERS, Harrison A. (Demers & Co.,) Montreal, June 8.

LANGLOIS, L. O. Hector, parish of St. Hugues, June 11.

LAVALLÉE, Ernest Narcisse, St. Phillippe de Néri, Kamouraska, June 23.

Curators appointed.

DEMERS, Harrison A. (Demers & Co.).—C. Desmarteau, Montreal, curator, June 20.

DESAULNIERS & LEBLANC, Montreal.—Kent & Turcotte, Montreal, joint curator, June 14.

GUILBAULT *et al.*, Ed.—C. Desmarteau, Montreal, curator, June 8.

LAROCHELLE, Léon, St. Henri.—H. A. Bedard, Quebec, curator, June 15.

LEROUX & Co., Imbleau, Montreal.—Kent & Turcotte, Montreal, joint curator, June 14.

PAYETTE & Fils, A., Montreal.—Kent & Turcotte, Montreal, joint curator, June 13.

Dividends.

BOURGOING, François, Tadoussac.—Third dividend, payable July 11, N. Matte, Quebec, curator.

DECHENE & Co., F. M.—First and final dividend, payable July 6, G. H. Burroughs, Quebec, curator.

GAGNON, Nérée.—First and final dividend, payable July 11, F. Valentine, Three Rivers, curator.

GOURDEAU, F.—Dividend on proceeds of immovables, payable July 13, D. Arcand, Quebec, curator.

HUBBELL & Brown, leather merchants, Montreal.—First and final dividend, payable July 12, A. F. Riddell, Montreal, curator.

KINSELLA, Amelia.—First and final dividend, payable July 13, G. H. Burroughs, Quebec, curator.

LEBOUTILLIER & Co., John, Gaspé Basin.—First dividend, payable July 4, N. Matte, Quebec, curator.

LESSARD, F. X., Montreal.—First and final dividend, payable July 13, D. Seath, Montreal, curator.

METHOT, L. P., Fraserville.—First and final dividend, payable July 13, D. Seath, Montreal, curator.

RACICOT, C. E.—First and final dividend, payable June 29, Bilodeau & Renaud, Montreal, joint curator.

TROTTIER, J. E., Normandin.—First and final dividend, payable July 12, H. A. Bedard, Quebec, curator.

GENERAL NOTES.

UNFORGIVEN FOR DOING HIS DUTY.—There was a dramatic scene at the funeral of Richard S. Jenkins, ex-prosecutor of the Pleas of Camden County, N. J. As friends and acquaintances gathered around to take a last look at the great lawyer's face, an elderly man, soberly dressed, passed and repassed the coffin several times, each time exclaiming in a tone loud enough to be heard by those who stood near: "I can never forgive him." This was repeated until the coffin was closed and the remains were removed. Inquiry brought to light the fact that the man was the brother of Benjamin Hunter, who was hanged in Camden in 1879 for the murder of John Armstrong. The crime was one of the most cruel in the annals of murder, the guilty man even tearing away the bandages from his victim's wounds while pretending to nurse him as a friend. Hunter had been associated with Armstrong in business, and the murder was for gain. Hunter was an active and conspicuous leader in church and Sunday-school work, and his high character shielded him from suspicion for a time. Jenkins however hunted him down, effected his conviction and he was hanged. Before his death he confessed his crime.