THE

LEGAL NEWS.

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CURRENT TOPICS.

The retirement of Mr. Justice Cross from the Court of Queen's Bench, and the appointment of Mr. Justice Wurtele in his place, is the last of the changes which complete the re-constitution of the tribunal. Of the five judges who composed the Court in 1881, four—Chief Justice Dorion and Justices Monk, Ramsay and Tessier—are dead, and the fifth, Mr. Justice Cross, has retired after fifteen years' service. Mr. Justice Baby who, in 1881, was appointed to the newly created sixth judgeship of the Court, is now the senior member. Mr. Justice Cross came to the bench with a ripe experience, and his opinions, during the last fifteen years, have always been received with respect by his colleagues and by the profession generally. In commercial matters, very frequently, the delivery of the judgment of the Court was entrusted to him, and many of these opinions, as they appear in the pages of the Montreal Law Reports, will long be cited as leading cases in the law of which they treat. As a whole, his opinions were well sustained by the Courts of final appeal. The appointment of Mr. Justice Wurtele, who, for more than a year past, has been acting as assistant judge, is a natural transition, and has proved satisfactory to the profession and the public.

We have also to note an important change on the Eng-

lish bench. Mr. Justice Denman, the senior puisne judge of England, has retired after twenty years' service, and Mr. William Rann Kennedy has been appointed to fill the vacancy. Mr. Justice Denman was a fine scholar, having been senior classic of his year at Cambridge. Not long ago he published a translation of Milton's *Comus* into Greek and Arabic. He has been very popular as a judge. In another issue we shall give a short account of the proceedings at his retirement. His successor was also senior classic at Cambridge, in 1868. He is still comparatively a young man, having been born in 1846.

A year ago, the fear was expressed that the inadequacy of the remuneration allotted to our judges, would deprive the Province of the services of the person universally admitted to be best qualified for the important position then vacant. In England the remuneration of the superior judges is very much higher, yet, as shown by the extract appended, from a London letter, the salaries are far from being attractive to the foremost men:—

"There remains something further to be said. It is that our judges nowadays are no longer selected from the acknowledged leaders of the bar: they come from the second and not from the front rank. Our greatest advocates could not be prevailed upon to accept ordinary judgeships, for much of the old time dignity of the judicial office has disappeared in like manner as that of the bishops. There is therefore nothing to compensate the brilliant advocate with a fee book of twice, or it may be three times, the value of the £5,000 salary of the judge, with the popularity which advocacy brings, and with a seat in Parliament, for the pecuniary and personal advantages he relinquishes in accepting a seat upon the bench. Hence it comes that there is a most brilliant circle of eminent advocates whose names are household words with the public, but who, to the perplexity of the laity, as we know from comments in the newspapers, are apparently passed over and left to end their days at the bar instead of on the bench, which outsiders in their simplicity suppose to be the object of every barrister's ambition. In the profession it is well known that the very opposite of this is the case. There could not be a more

evident proof of it than the report circulated some time ago and really believed, that Mr. Justice Hawkins, one of the most brilliant of that circle of advocates which included Coleridge, Sergeant Ballantine, Serjeant Parry, Holker and Huddlestone, and who was perhaps the most noted cross-examiner of them all before he had given the *coup de grace* to Arthur Orton masquerading as Sir Roger Doughty Tichborne, was, after fifteen years of service at the bench, to descend into the arena once more and win fresh laurels ere he went into retirement. This, to be sure, would hardly have been supposed of any judge other than the unconventional 'Arry 'Awkins, whose *diablerie* is the delight of the bar; nor would it of him, perhaps, but for the fact that what the latest Savoy comic opera terms the 'Propriety, prism and prunes' element has of recent years become much less observable and much less insisted upon. The judges themselves are getting a little ashamed of the gorgeous array which, no doubt suitable enough in the days of gold-laced coats, knee breeches, silk stockings and perukes, now seems antiquated and somewhat ridiculous. Such trappings somehow do not suit the modern physiognomy. When etiquette allows, the judges prefer to don the plain black silk gown, and they no doubt feel, as they certainly look, more comfortable and more like other human beings, their contemporaries. The ceremonial of the assizes, the trumpetings and processions, the banquetings, the state visit to the cathedral services, the assize sermons and the rest, have lost their former gravity and significance, and have now too much of the theatrical and unreal for serious business men who only desire to do the work of the country without making a fuss and keeping up a show of state as the Sovereign's representatives, which the Sovereign herself has taught us to forget. One of the stories told of Mr. Justice Hawkins lately is that on a recent occasion he arrived at an assize town dressed in a suit of light tweeds, himself at one end of a string and his well-known fox terrier at the other. Waiting to receive him was a deputation of civic authorities in the cocked hats and gold chains which delight such dignitaries. The light tweeds were hardly in keeping with this ornateness; but worse than all was the behavior of the terrier who, with truly canine disregard of the proprieties, occupied the anxious attention of the judge, his master, with certain observances which he could not be persuaded by any means to forego."

NEW PUBLICATION.

MEDICAL JURISPRUDENCE AND TOXICOLOGY, by Henry C. Chapman, M.D.—Publisher, W. B. Saunders, Philadelphia.

This manual, comprised within 229 pages, contains the substance of a course of lectures on Medical Jurisprudence, delivered by the author to the students of Jefferson Medical College during the last session. It is written in a clear style, free from technicalities, and treats of a number of subjects with which it is important that lawyers practising before criminal courts should be familiar. Physicians are often expected to speak positively when examined in criminal cases, but the reader will note that appearances are so deceptive that great caution is necessary in testifying as to cause of death, signs of pregnancy, indications of an abortion having been committed, and the like. Even sex is sometimes doubtful, and the decision may with advantage be postponed until the child arrives at the age of puberty. The forms of insanity are lucidly and briefly treated. The manual concludes with a chapter on toxicology, indicating the symptoms of administration of poisons. (Price, $1.25.)

COURT OF REVIEW.

MONTREAL, December 30, 1891.

Coram Sir F. G. JOHNSON, C.J., MATHIEU, LORANGER, JJ.

NORTHFIELD v. LAWRANCE.

Promissory note—Endorsement—Revision of ruling at enquête.

HELD:—*That a ruling of the judge at enquête, rejecting evidence, may be reversed by the Court at the final hearing, and the case may be sent back for the adduction of such evidence.*

Per JOHNSON, C.J.:—*Parol evidence is admissible to establish the real relationship of the parties to a bill or note, and the circumstances under which it was endorsed.*

INSCRIPTION IN REVIEW of a judgment of the Superior Court, Montreal, Davidson, J., May 14, 1891.

Judgment was rendered March 26, 1891, by Wurtele, J., revising the ruling of Jetté, J., at *enquête*, rejecting evidence, and sending the case back for the adduction of the evidence which had been excluded. See M. L. R., 7 S. C. 148, where the judgment of Wurtele, J., is reported.

The action was dismissed by the final judgment, rendered by Davidson, J., May 14, 1891, as follows:—

"Seeing plaintiff alleges that by private writing dated 22nd October, 1889, he sold to Moss Edward Frank Lawrance, all his interest in the business of Northfield & Co., which firm was composed of himself and said Lawrance, and with right to continue the firm's name, that the consideration was $360, whereof $60 was payable in cash and the balance by 30 notes of $10 each, payable weekly, dated 22nd October, 1889, signed by Northfield & Co., and payable to plaintiff's order, that defendant signed each of said notes as *donneur d'aval* under his firm name of 'B. Lawrance & Co.'; that plaintiff has only received on account of said notes $59.10, leaving a balance due of $240.90, that plaintiff never endorsed the notes which are lost, but plaintiff offers security; wherefore plaintiff prays judgment for $240.90, and *acte* of his offer of security;

"Seeing defendant pleads that plaintiff had accepted said promissory notes in said settlement before they were endorsed; that the defendant only endorsed them for plaintiff's accommodation, to enable him to discount them; that in any event their amount would be compensated by $1,252.01 due by plaintiff to defendant, for four promissory notes signed by plaintiff, dated 21st August, 1889, for $183 each, and for another like note dated 27th August, for $200, and for $319.75 for goods sold to Northfield & Co., while the firm was composed of plaintiff and said Moss E. F. Lawrance;

"Considering that, by the sale and assignment by plaintiff to Moss E. F. Lawrance, the balance of consideration remaining due was set forth as follows: 'And the balance or remaining sum 'of $300 hath been paid by said party of the second part to said 'party of the first part, by 30 promissory notes of $10 each, 'payable weekly, the receipt whereof the said party of first part 'hereby acknowledges,' and that in said statement of consideration no mention is made of any security, or endorsement by way of security, of said promissory notes;

"Considering it is proved that the defendant only endorsed said notes after they had been delivered to plaintiff, in furtherance and completion of said sale and transfer, and that said endorsement was only for plaintiff's accommodation, and to enable him to obtain discount of said notes;

"Considering plaintiff has created a strong presumption against his present pretension, by the fact that although the greater number of said notes were being dishonored, from week to week,

plaintiff never gave any notice to, or made any demand on defendant, until the present action dated 11th August, 1890;

"Considering plaintiff hath failed to prove the material allegations of his declaration, and that defendant has proved the material allegations of his plea, to wit, that his endorsement was for accommodation;

"Maintaining said plea, doth dismiss plaintiff's action."

JOHNSON, Ch. J. (in Review):—

The plaintiff alleged that on the 22nd of October, 1889, he had sold to Moss Edward Frank Lawrance, all his interest in the business of Northfield & Co., composed of both of them, with the right to continue the use of the firm's name; and that the consideration was $360, whereof $60 was payable in cash and the balance by thirty notes of $10 each, payable weekly—dated 22nd October, 1889, and signed by Northfield & Co., payable to plaintiff's order. That the defendant signed each of the notes as *donneur d'aval*, under his firm name of B. Lawrance & Co. He then alleged a payment of $59.10, leaving a balance of $240.90.

The defendant pleaded that the notes were accepted by the plaintiff before they were endorsed; and that he only endorsed them for plaintiff's accommodation, to enable him to discount them. He also pleaded compensation.

The main question is whether the defendant endorsed as guarantor, or for the plaintiff's accommodation. Upon the evidence the Court below found for the defendant; and that finding I see no reason, and have heard no reason given for disturbing. But objection was made to parol evidence to prove the circumstances in which the notes were endorsed; and that objection was at first maintained, but afterwards over-ruled at the hearing on the merits, and the case was sent down for evidence, and was finally heard last May before Mr. Justice Davidson, who dismissed the plaintiff's action. There can be no question that that judgment is in accordance with the proof, and the only points would be, first, the power of the judge to revise at the final hearing a ruling at *enquête* rejecting evidence, and, secondly, the correctness of the over-ruling. I entertain no doubt upon either of those points. The power is plainly given, or rather acknowledged, by the 2326th article of the Revised Statutes of Quebec, and I have never before seen it doubted. Then, as to the law that is to regulate the evidence in this case, it is, of course, the law of England in virtue of Art. 2341 of the Civil Code; and

by that law parol evidence is admissible to show the real relationship of the parties to notes, and bills of exchange.

MATHIEU and LORANGER, JJ., concurred in the confirmation of the judgment, but considered that as the defendant had proved his plea of compensation, the judgment dismissing the action should rest on that ground.

Judgment:

"Considérant que le défendeur a prouvé son plaidoyer de compensation;

"Considérant qu'il n'y a pas d'erreur dans le dispositif du dit jugement du 14 mai 1891, sans en adopter les motifs, le confirme, avec dépens."

Judgment confirmed.

Taillon, Bonin & Dufault for plaintiff.
J. P. Cooke for defendant.

COURT OF REVIEW.

MONTREAL, November 30, 1891.

Coram Sir F. G. JOHNSON, C.J., GILL and LORANGER, JJ.

FYFE v. BOYCE.

Promissory Note—Aval—Notice of Protest—Retroactive effect.

HELD:—*That before the passing of the* 53 *Vict.* (*D*) *ch.* 33, *the holder of a promissory note was not bound to give notice of protest to the endorser pour aval, in order to hold him; and that, as regards notes made before the passing of the said statute, it has no retroactive effect, and has not affected the position of the parties.*

INSCRIPTION IN REVIEW of a judgment of the Superior Court, Montreal (MATHIEU, J.), May 14, 1891, which reads as follows:—

"Considérant qu'avant la passation du statut, 53 Vict. ch. 33, le porteur d'un billet promissoire n'était pas tenu de donner un avis de protêt au donneur d'aval, pour conserver son recours contre lui (Art. 2311, C.C.);

"Considérant que les billets, qui font la base de la présente action, ont été signés par le défendeur comme aval, avant la passation du dit statut;

"Considérant que le dit demandeur a dû compter sur l'obligation du défendeur, comme aval, lorsqu'il accepta ces billets pro-

missoires, sans être tenu, en aucune manière, de lui donner un avis de protêt;

"Considérant que la loi nouvelle ne doit pas être appliquée, si cette obligation détruit ou change des effets sur lesquels des particuliers ont dû fermement compter;

"Considérant que lorsque le contrat, d'après la loi en vigueur à l'époque où il a lieu, est valable, le lien de droit, dès ce moment, se forme, et qu'il y a droit acquis pour les parties d'en réclamer l'exécution, et que la loi nouvelle ne peut rien changer à cette situation;

"Considérant que lorsque la loi ne retroagit pas expressément, comme dans le cas actuel, le juge ne peut jamais appliquer la loi, de manière à enlever à un particulier un droit qui est dans son domaine;

"Considérant que les parties à ces billets, le défendeur et le porteur, n'ont pas pu avoir la volonté de se soumettre à des obligations qu'aucune loi n'attachait à leur convention, lorsqu'elles l'ont faite, obligations qu'elles ne pouvaient pas prévoir, et auxquelles, peut-être, elles n'auraient pas du tout voulu consentir;

"Considérant que la loi nouvelle ne peut modifier aucun des effets d'un contrat, ni les augmenter, puisqu'elle aggraverait les obligations du débiteur, ni les diminuer, puisqu'elle attenterait aux droits du créancier;

"Considérant qu'il est essentiel de ne pas confondre le fond avec la forme, et que, si sous le droit antérieur au dit statut, le porteur d'un billet promissoire eût été tenu de donner avis de protêt au donneur d'aval, la loi nouvelle règlerait la forme du protêt et de l'avis de protêt que le créancier devrait donner; mais que lorsque, comme dans le cas actuel, le porteur n'était pas tenu de donner un avis de protêt au donneur d'aval, la loi nouvelle n'a pas d'application, vu qu'elle ne règle pas seulement la forme, mais impose une obligation nouvelle qui n'existait pas dans la loi antérieure;

"Considérant que l'article 56 du chapitre 33 des statuts du Canada de 1890, 53 Victoria, qui dit que celui qui signe une lettre de change, autrement que comme tireur ou accepteur, est soumis à toutes les obligations d'un endosseur, vis-à-vis d'un détenteur régulier, et est sujet à toutes les dispositions du présent acte relatif aux endosseurs, et qui est rendu applicable aux billets promissoires par l'article 88 du même statut, n'a pas d'effet rétroactif, et ne s'applique pas aux billets promissoires dont il est question en cette cause;

"Considérant que l'article 95 du dit statut décrète que les dispositions des articles 2279 à 2354, tous inclusivement, du Code Civil du Bas-Canada, sont abrogés à compter de l'entrée en vigueur du dit acte, mais que, toutefois, cette abrogation n'affectera rien de ce qui a été fait ou toléré, ni aucun droit, titre ou intérêt acquis ou dévolu avant l'entrée en vigueur du dit acte, non plus qu'aucun recours au sujet de la chose faite, ou de ce droit, titre ou intérêt;

"Considérant que la dite défense en droit est mal fondée;

"A renvoyé et renvoie la dite défense en droit avec dépens."

JOHNSON, Ch. J. (in Review):—

The point raised by demurrer to the plaintiff's declaration in this case, was whether, before the passing of the late statute (53 Vic. c. 33), the holder of a promissory note was bound to give notice to an endorser *pour aval*, in order to hold him. I put the case in this plain way, because the consequence of holding that the notice was required would entail an absolute and violent injustice upon the holder, if the law under which he contracted required none. It is plain that the old law under which this warranty was given, and the holder's right was acquired, did not necessitate notice. The subsequent statute, which had no effect at that time, has acquired no retroactive authority, and has not altered the position of the parties.

This was the holding of the Court below, and it is confirmed here, with costs to the party inscribing.

Judgment confirmed.

Curran & Grenier for plaintiff.
Girouard & de Lorimier for defendant.

THE QUEEN v. *NEILL.*

In this remarkable trial, which has ended, and rightly ended, in the conviction of the prisoner, a number of interesting legal and medico-legal points were raised.

1. *The admissibility of dying declarations.*—The girl Matilda Clover, for whose murder Neill is now awaiting execution, was seized with convulsions about 3 o'clock in the morning of October 21, 1891, and died about six hours later. During the intervals between the attacks she was conscious and rational, and in one of those lucid periods she said, 'I think I am going to die,' and asked to see her child. She also made a statement implicating

the prisoner. Was that statement admissible in evidence as a dying declaration? Mr. Justice Hawkins held, with perfect accuracy (if we may respectfully say so) upon the facts before him, that there was an absence of that instant conviction of the approach of death which the authorities—too well known to need recapitulation—require as a condition precedent to the reception of a dying declaration in evidence. We venture to submit, however, that the Attorney-General might, if he had been so minded, have made this evidence admissible. Persons who are suffering from the effects of strychnia *have* a strong apprehension of death, and if this had been established by the evidence of Dr. Stevenson as a scientific fact, it is difficult to see how the dying declaration of Matilda Clover could have been excluded.

2. *The Investigation of Collateral Charges.*—Neill was tried for the murder of Matilda Clover alone. If he had been, however, acquitted on this count of the indictment, he would still have had to stand his trial for the murders of the women Marsh and Shrivell, for the attempt to murder Louisa Harvey, and for the attempts he made to levy blackmail from Dr. Broadbent and Dr. Harper. Was the prosecution entitled to give evidence in support of these collateral charges on the trial of the prisoner for the murder of Clover? As to the blackmailing letters, there was of course no difficulty. These constituted most important evidence of motive; they were also part of the *res gestæ* in the *Clover Case;* and they were, therefore, clearly admissible. On this point, indeed, there was no dispute. But the proposed investigation of the '*Lou. Harvey*' *and Marsh and Shrivell Cases* raised a serious difficulty. Proof of these charges could not fail to prejudice the prisoner's case, and a jury could not well be expected to consider them as 'corroborative' evidence alone. On the other hand, the facts that Neill himself had undoubtedly linked all these cases together in his infamous efforts to levy blackmail, and that they went to prove motive, possession of strychnia by the prisoner, and a course of conduct, did seem to bring them within the *ratio decidendi* of the cases referred to at the trial. It is desirable, however, that there should be a definite ruling on this branch of the law of evidence by an appellate tribunal, and we trust that in some subsequent case, which is less clear than Neill's and less deserving of immediate punishment, it will be brought before the Court for Crown Cases Reserved or the promised Court of Criminal Appeal.

3. To our *knowledge of strychnia* the case of *Regina* v. *Neill* has added little. The following points are worthy of notice. (*a*) An interval of six hours elapsed between the commencement and the fatal termination of Clover's illness. This protracted duration was accounted for by the facts that a very large dose of strychnia was not given in the first instance, and that the murdered woman vomited copiously and repeatedly. No sedative, such as bromide of potassium, morphia, or chloroform, was, however, administered to her, and the case is, therefore, not on all-fours with that of Silas Barlow, to which Dr. Stevenson referred in the course of his evidence. (*b*) Opisthotonos—(that arching of the body which was such a marked feature in the Palmer and Dove cases)—was absent. Apparently, however, Clover had died in one of the intervals between the attacks of convulsions.

4. The *general reflections* which the Lambeth Poisoning case suggests are these: (*a*) The prosecution was conducted by Sir Charles Russell with singular ability and moderation, and the only point to which the most captious criticism could take exception was the manner in which the servant Lucy Rose was led' as to the symptoms of poisoning by strychnine. (*b*) Mr. Geoghegan's defence of the prisoner deserves all that Mr. Justice Hawkins said about it. But he was obliged (by the logic of his position) to 'approbate and reprobate' on a somewhat extended scale. His cross-examination and part of his address were directed to show that the convulsions of delirium tremens, and not strychnia, might have been the cause of Clover's death. He then argued that Neill might have heard the symptoms, with which Clover died, described, and might, as a medical man, have attributed them to strychnia—an argument which came dangerously near an admission that Clover's symptoms were those of strychnine poisoning. He was also compelled to rely on Dr. Stevenson's skill in the Donworth case, while impeaching it in that of Clover. Mr. Serjeant Shee was placed in the same fatal difficulties in defending Palmer. (*c*) Of Mr. Justice Hawkins' charge to the jury, it would be presumptuous to say anything more than that it was worthy of his lordship's reputation as a scientific analyst of evidence. (*d*) On the belated plea of insanity, with which we are now threatened, we shall have something to say, if it is seriously put forward.—*Law Journal* (London).

SHOOTING SEDUCERS.

There have recently been two instances of a husband's shooting his wife's seducer in cold blood, which from their world-wide notoriety and the manner they have been commented upon in many quarters threaten to give civilization even a greater set back than that administered by the Louisiana massacre last March. Certainly the active spirits in the order of Mafia were as unfit to live as the victims of these private lynchings, yet there has been little justification of the act of the Louisiana lynchers outside of that state, while probably hundreds of people all over the world either secretly or avowedly approve of the acts of the injured husbands. On a question of this kind public sentiment is everything, and the letter of the law next to nothing. We believe that these episodes will exert a very appreciable influence towards barbarizing the popular conscience unless vigorous protest is made against a great deal of sentimental cant that has been uttered. Certainly members of our profession should feel a special responsibility in endeavoring to uphold a reign of law. It would be a waste of energy to argue elaborately concerning the right of a husband to kill his wife's paramour. Viewed as punishment for the crime, it could only be justified on the Draconian theory that death is the proper penalty for offences of all grades. We venture to say that in no Northern state of the Union could a bill be passed to-day making rape a capital crime. Yet rape is a more heinous offence than adultery. Considered as punishment, the assassination of a seducer is also open to the objection of punishing only one of two equally guilty parties. The last item of news about one of these recent tragedies was something which, in spite of the serious circumstances, appeals to the sense of humor. The husband, after his exoneration from criminal liability by a tribunal at the place where the shooting occurred, telegraphs to the father of the wife that his daughter is "vindicated." An adulteress vindicated by the escape of a murderer! Yet one sometimes hears men who ought to know better contend that society should condone the husband's revenge (nobody can make it out to be anything but brute revenge, and Othello's form of vengeance was more logical), for the sake of making adultery a dangerous crime to commit. We do not believe domestic sanctity could ever be in the slightest degree guarded through this iniquitous and clumsy expedient. So far from making men law-abiding, it would only tend toward making

women irresponsible. To tacitly concede to the husband the right of assassination would be a distinct step toward anarchy, besides opening an immense danger, as the exercise of lynch law always does, of sacrifice of the falsely accused. We think this a proper time for all leaders of popular opinion to say a few plain words on a disagreeable topic, because by reason of public lynchings and private assassinations citizens of the American Commonwealth are earning a bad name.—*New York Law Journal.*

THE CANADIAN CRIMINAL CODE.

The *Irish Times* calls attention to what it describes as "the progress of legal reform in the Dominion of Canada" in arriving at a criminal code "utterly freed from technicalities, obscurities, and other defects which experience has disclosed"—the work of Irishmen. The Canadians are the first of English-speaking peoples to enact and possess such a code. The ground was prepared for it by the most vigorous and constant effort, and for many years in this task, Judge, now Senator Gowan, of Canada, a distinguished Wexford man, was the most conspicuous and laborious worker. It was by his wisdom and effort that the revisions and consolidations were effected which were preliminary processes, and not only asserted the principle, but shaped the course of reform. At last the accomplished minister of justice of Canada, Sir John Thompson, had the courage to introduce the code, and the tact and ability to secure its passing through Parliament. This able man is also, if not an Irishman by birth, the son of a county Waterford man who some fifty years ago emigrated to Nova Scotia. Sir John Thompson is a ready and powerful debater, and the speeches which he delivered in pressing his measure upon the attention of the Canadian Commons were marked by the highest genius, and a lucidness which made every feature of his statement absolutely clear and convincing. Sir John Thompson explained that his bill was founded on the draft code prepared by the Royal Commission in Great Britain in 1880: "The efforts at the reduction of the criminal law of England into this shape have been carried on for nearly sixty years, and although not yet perfected by statute those efforts have given us immense help in simplifying and reducing into a system of this kind our law relating to criminal matters and relating to criminal procedure."

The bill dealt with offences against public order, internal and

external; offences affecting the administration of the law and of justice; offences against religion, morals and public convenience; offences against the person and reputation; offences against the rights of property and rights arising out of contracts; and offences connected with trade, with procedure and proceedings after conviction; and actions against persons administering the criminal law. "The bill (he added) aimed at a codification of common and statutory law. It did not aim at completely superseding the common law, while it did aim at completely superseding the statutory law relating to crimes. The common law would still exist and be referred to, and in that respect the code, if it should be adopted, would have the elasticity which has been so much desired by those who are opposed to codification on general principles. But it will not provide for the punishment of anything which has been hitherto a statutory offence unless that offence is prescribed by the terms of the enactment itself. It proposes to abolish the distinction between principals and accessories. It aims at making punishments for various offences of something like the same grade more uniform. It discontinues the use of the word 'malice,' and the word 'maliciously,' which are so common in both statutory and common law, and which have been found to lead to considerable uncertainty and ambiguity, administered as enactments with regard to crime always are, by juries. It deals with the offence of bigamy, principally for the purpose of removing the doubts which exist now as to the actual state of the law with regard to the period during which belief of the decease of the other party to the original marriage may be an exoneration. We treat the place of trial, he continued, as a matter of convenience, and the accused may be tried where he has been arrested, or where he may be in custody. It abolishes writs of error and provides an appeal court, which is practically the same as the old Court of Crown Cases Reserved, with larger power than at present. It provides for new trials in certain criminal cases, and contains a new provision that in certain cases and on certain representations a new trial may be ordered at the instance of the Crown, represented by the minister of justice for the time being."

WHO IS THE OLDEST LIVING EDITOR?—General Mason Brayman, formerly of Illinois, now of Kansas City, commenced to edit the *Buffalo Bulletin*, February 4, 1834. Who hereabouts, asks the *Chicago Legal News*, antedates him? He was admitted to the Illinois Bar, March 8, 1842, was the editor of the Illinois Revised Statutes of 1845, one of the early attorneys of the Illinois Central Railroad, general in the army under General Grant, editor of the *State Journal* at Springfield and governor of Idaho.

INSOLVENT NOTICES.

Quebec Official Gazette, Oct. 8, 15 and 22.

Judicial Abandonments.

ARCHAMBAULT, J. Bte., boot and shoe dealer, Montreal, Oct. 8.

BARRAS, J. Alfred, upholsterer, Quebec, Oct. 19.

BELLEVILLE, Henry, Drummondville, P. Q., Sept. 24.

BLOUIN, jr., Fidele, Quebec, Oct. 18.

CABANA, jr., Antoine, St. Ephrem d'Upton, Oct. 18.

CARON, Alexis E., Shipton, Oct. 1.

GUERTIN, Louis, L'Avenir, Oct. 6.

HÉTU, Henri Arthur, boot and shoe dealer, Montreal, Oct. 11.

LEBRUN, Ludger, l'Isle Verte, Oct. 8.

LEMIEUX, Dlle. Elise, Black Lake, Sept. 29.

MALTAIS, Pierre, Malbaie, Oct. 8.

MERCIER, J. Adelard, parish of St. Michel, Sept. 27.

NADEAU & Co., Maxime (Dame Caroline Rouleau), Fraserville, Sept. 29.

PONTBRIAND, Augustin, St. Guillaume d'Upton, Oct. 18.

TARTE, J. Israël, journalist, Quebec, Sept. 29.

TODD, John Oran, Waterloo, Oct. 1.

WINSHIP & Co., T. J., Montreal, Sept. 26.

Curators appointed.

ARCHAMBAULT, J. B., boot and shoe dealer, Montreal.—C. Desmarteau, Montreal, curator, Oct. 17.

AUDET, Elie.—Millier & Griffith, Sherbrooke, joint curator, Oct. 5.

BELLEVILLE, Hy.—Bilodeau & Renaud, Montreal, joint curator, Oct. 14.

BOULANGER, J. C., St. François Xavier de Brompton.—Lamarche & Olivier, Montreal, joint curator, Oct. 12.

CHAPDELAINE, J. A.—C. Desmarteau, Montreal, curator, Oct. 4.

CHARETTE, Thomas.—John Hyde, Montreal, curator, Oct. 3.

CUTHBERT & Son, Montreal.—Kent & Turcotte, Montreal, joint curator, Sept. 28.

DEGAGNÉ, J. E., Eboulements.—H. A. Bedard, Quebec, curator, Oct. 8.

ENRIGHT, James, Port Daniel.—W. Hamon, Paspebiac, curator, Oct. 12.

FORTIN & Co., D., St. Prime.—V. E. Paradis, Quebec, curator, Oct. 12.

GALLIPOLI, Victor, restaurant keeper, Montreal.—C. Desmarteau, Montreal, curator, Oct. 8.

GUAY, Louis, St. Isidore.—Lamarche & Olivier, Montreal, joint curator, Oct. 5.

HÉTU, Henri A., boot and shoe dealer, Montreal.—C. Desmarteau, Montreal, curator, Oct. 19.

LACOURCIÈRE, Timoléon, St. Stanislas.—Lamarche & Olivier, Montreal, joint curator, Oct. 13.

LEFEBVRE, Edouard J., Montreal.—Kent & Turcotte, Montreal, joint curator, Oct. 13.

LEFEBVRE & Co., Louis, Quebec.—F. W. Radford, Montreal, curator, Sept. 30.

LEMIEUX, Elise, Black Lake.—H. A. Bedard, Quebec, curator, Oct. 13.

MERCIER, J. A.—N. Matte, Quebec, curator, Oct. 12.

NEVEU, Ernest.—Bilodeau & Renaud, Montreal, joint curator, Oct. 12.

TARTE, J. Israel.—G. L. Kent, Montreal, and G. H. Burroughs, Quebec, joint curator, Oct. 11.

TODD, John Oran, Waterloo.—Fulton & Richards, Montreal, joint curator, Oct. 14.

WINSHIP & Co., T. J.—W. A. Caldwell, Montreal, curator, Oct. 4.

Dividends.

BEGIN, Sr., Jos.—First dividend, payable Oct. 17, F. Valentine, Three Rivers, curator.

BRODEUR & Frère, St. Hyacinthe.—First and final dividend, payable Oct. 25, J. O. Dion, St. Hyacinthe, curator.

BURLAND LITHOGRAPHIC Co.—First and final dividend, payable Nov. 7, J. M. M. Duff, Montreal, curator.

COMPAGNIE d'Imprimerie et de publication du Canada.—First dividend, payable Oct. 26, J. B. Young, Montreal, liquidator.

GUILBAULT & fils, E., Montreal.—First dividend, payable Oct. 11, C. Desmarteau, Montreal, curator.

HUOT & Langevin, Quebec.—First dividend, payable Oct. 25, H. A. Bedard, Quebec, curator.

LANDRY, D. E.—First and final dividend, payable Nov. 8, T. Tardif, Quebec, curator.

MOODIE, Wm., Montreal.—First and final dividend, payable Nov. 2, J. McD. Hains, Montreal, curator.

ROBILLARD & Co., Beauharnois.—First and final dividend, payable Oct. 10, C. Desmarteau, Montreal, curator.

SANSFAÇON, A. A., Quebec.—First and final dividend, payable Nov. 2, G. Darveau, Quebec, curator.