

order was given to him:—"Please print the factums of Messrs. Dunkin, Cherrier and Mac-kay, and charge the same to the Seigniorial Committee." This was signed by the four members of the Committee, Mr. Wurtele signing as Secretary. Here was a precise direction from the Seigniorial Committee to the plaintiff to print these factums, which make up the bulk of the account, Mr. Dunkin's being \$490, Mr. Cherrier's \$262, and Mr. Mac-kay's \$44.80, and the charges are undoubtedly fair and reasonable. With respect to the circulars, there can be no doubt that they were also printed at the request of the Seigniorial Committee. Now, there is a principle of law, that if an agent chooses to conceal the name of his principal, and does the thing in his own name, he is responsible; and there is another principle that if a man assumes to act as the attorney of a party, it is not sufficient for him to allege that he was acting as such attorney, but he is bound to show his authority to act, otherwise he is personally liable. The worst of the present case is that neither the one nor the other of these principles is exactly applicable. But, as a matter of fact, the Committee did not disclose the names of their principals. The plaintiff is not supposed to know who all the Seigniors of Lower Canada are, nor in point of fact does any one know. If, on the other hand, the Committee assumed to act as representatives, and were not authorized to act as such, they are personally liable. If I were to dismiss this action, I would have to say that they were not liable because they were acting under a power of attorney. Now, there is no such power of attorney, and I cannot do otherwise than hold them liable. But I cannot condemn them jointly and severally; they can only be condemned jointly. *Solidarité* is never to be presumed.

Now we have to consider whether Mr. Papineau was liable. Mr. Papineau pretends that he had no interest in the matter; that he was only acting for his father. But Mr. Papineau not only signed as Seigniorial Commissioner, but he signed without any qualification. He represented himself to the plaintiff in the quality of Seignior. He never took his quality as representative of his father. On one occasion, Mr. Cherrier wanted a number of copies of his

factum. The plaintiff said he could not deliver them without an order from the Committee, and Mr. Papineau signed the order for 200 copies as one of the Seigniorial Committee, without any qualification. So far as the plaintiff is concerned, Mr. Papineau has, therefore, put himself precisely in the same position as the others. It is a hard case for the defendants to have to pay this money now, but they ought to have taken precaution and secured themselves. The plaintiff exercised all the care that could be expected of him, and it was only reasonable for him to rely upon the Committee for payment. The defendants must be condemned jointly to pay the balance of the account, less five items, for which they cannot be held responsible.

*Torrance & Morris*, for the plaintiff.

*R. Roy, Q. C., P. R. Lafrenaye*, for the defendants.

April 30.

IRELAND v. GREGORY, AND MILLS, T. S.

*Saisie-Arrêt.*

*Held*, that the Court cannot, in a contestation upon a *saisie-arrêt*, look into accounts between the garnishee and a party not in the record, in order to determine what may be due from the garnishee to the defendant.

SMITH, J. After obtaining judgment in this case, the plaintiff took out a *saisie-arrêt* in the hands of Mr. Mills, who has made a declaration stating that he owes the defendant nothing, and has no prospect of owing him anything. It is on this declaration that the contestation arises. The plaintiff has entered into a variety of transactions between the garnishee and other people; but before the Court can look into these transactions there is a preliminary point to be considered: Can the Court, under a *saisie-arrêt*, look into transactions and disputed accounts between the garnishee and a party not in the record, in order to ascertain what may be due to the defendant? The object of the *saisie-arrêt* is to touch what may be due in money, not to ascertain what balance may remain after other transactions have been settled. The proper mode of proceeding is by a direct action to account against Mr. Mills. The Court cannot look into a transaction between Mr. Mills and a party not in the record,