8th. Was Hypolite Brassard a party to the accusation of the appellant by the Syndic, and had the Court of Queen's Bench jurisdiction in this case to impose upon him the costs in all the Courts through which it has so far gone, or was he a mere witness beyond the reach of any such condemnation?

W. C. LANGUEDOC,
Advocate.

Quebec, January 10, 1878.

JOINT ANSWERS OF SIR JAMES F. STEPHEN, Q.C., AND MR. JUDAH P. BENJAMIN, Q.C.

We are of opinion,

1. That the council of the Quebec section in the proceedings against the appellant were acting in the exercise of a corporate franchise under their Act of incorporation.

2. That no Court had power to interfere with them unless they were usurping a jurisdiction not conferred on them, and in this case we think they were not acting without jurisdiction.

3. If the proceedings were judicial there would be power in our opinion in any Court of justice exercising general jurisdiction to prohibit the council from usurping jurisdiction; but we think that in the present case there was no power to prohibit, as the council were exercising jurisdiction conferred by statute.

4. No. The Bar, like army or navy officers, are bound by honor, as well as by statutory and common law. It is common practice to try an officer on a charge of "conduct unbecoming an officer and gentleman," and the Court determines whether the acts specified are *unbecoming*. So the council of the Bar may determine whether the conduct of a barrister is or not derogatory to the honor of the Bar. Their decision under their Act of incorporation cannot be questioned in Courts of law, where they are acting *bona fide*. *Possibly*, on proof that they were acting maliciously, under pretext of exercising their proper jurisdiction, some remedy might be found, but no such case is before us.

5. Answered above in No. 4.

6, 7 and 8. We prefer not to give an answer to these questions. They involve points of procedure under the local laws, to which the Privy Council would attach little or no weight, and on which we could only venture an opinion after an examination of local statutes, without any good purpose. We may say in general that upon all the main points of the case we think that an appeal would be successful, and that the judgment of the Superior Court, as given in the opinion of Mr. Justice Stuart, is substantially sound, and will be restored.

J. F. STEPHEN,
J. P. BENJAMIN.

Temple, March 5, 1878.

QUEBEC DECISIONS.

The following is a digest of the principal decisions reported in the 3rd volume of the Quebec Law Reports (1877):

Accident.—See *Negligence.*

Adjudicataire.—Under the Code of Civil Procedure, the adjudication of an immoveable is always without warranty as to contents, and the *adjudicataire* cannot, by opposition *afin de conserver* on the proceeds of sale, claim the value of a deficit in contents.—*Pelletier* v. *Chassé*, 3 Q. L. R. 65; *Douglas* v. *Douglas*, Ib. 197.

Affidavit.—1. In an affidavit for attachment before judgment, the words "may lose his debt or sustain damage" *held* sufficient.—*Andersen* v. *Brusgaard*, 3 Q. L. R. 287.

2. Affidavits to procure revendication, capias or attachment, are completely exhausted by the issue of the writ, and are of no value as proof in the case. *Crehen* v. *Hagerty*, 3 Q. L. R. 322. But otherwise held in *Bergevin* v. *Vermillon*, Ib. 134.

3. An affidavit for *capias ad respondendum*, alleging a debt to exist, need not state when the same was contracted, nor show that it was contracted within the five years next preceding.—*Maguire* v. *Rockett*, 3 Q. L. R. 347.

4. Nor that the sale and delivery were made to the defendant, when they are alleged to have been made "at his instance and request."—Ib.

5. When the facts upon which his belief is based are sworn to directly, and not as hearsay, the deposant is not bound to disclose the name of any informant.—Ib.

Agent.—A merchant in Quebec, acting as the agent of a principal in Ontario, and as such receiving goods subject to freight and demurrage, *held* personally liable for such charges, although the master of the vessel knew that the merchant so receiving the goods was acting as agent.—*Thwaites* v. *Coulthurst et al.*, 3 Q. L. R. 104.