him in excess of the debt secured by the pledge.

2. Under the circumstances of the case it was not essential to allege that the pledgee had been paid the debt secured by the pledge. *Leduc* v. *Girouard*, In Review, Johnson, Papineau, Loranger, JJ., May 31, 1886.

C. C. 1053—*Wrongful appropriation of property of another—Lien de droit.*

Action by plaintiff, alleging that defendants had unlawfully sold and converted to their own use certain effects which the plaintiff had caused to be seized in another case under a *saisie-gagerie*, and which the guardian had placed temporarily in the charge of the present defendants; and praying that they be condemned to pay the value of such effects to the extent of the balance due to plaintiff on the judgment maintaining the *saisie-gagerie*.

HELD, not demurrable. *Morris* v. *Miller et al.*, In Review, Johnson, Papineau, Jetté, JJ., November 30, 1886.

Slander—Criticism of conduct of member of Parliament—Imputation of dishonest motives.

HELD:—That while the conduct of a member of Parliament in his public capacity is subject to criticism, and an action is not maintainable for an imputation which arises fairly and legitimately out of his conduct, yet an imputation, unsupported by evidence, of dishonest motives in voting upon a question and of selling his influence, is unjustifiable, and an action based upon such accusation will be maintained. *Champagne* v. *Beauchamp*, In Review, Johnson, Jetté, Loranger, JJ., November 30, 1886.

Insaisissabilité—Damages for permanent bodily injury—Chose jugée—Interlocutory judgment.

HELD:—1. That an interlocutory judgment declaring a *saisie-arrêt tenante* until final judgment, has not the force of *chose jugée* between the parties as to the validity of the *saisie-arrêt*.

2. That a sum of money awarded by the Court as indemnity for personal injuries of a permanent nature, partakes of the nature of an alimentary provision and is *insaisissable*. *Beauvais et al.* v. *Leroux & La Cie. des Moulins à Coton, T. S.*, Papineau, J., May 31, 1881.

Frais d'une action antérieure déboutée avec dépens—Suspension de l'action subséquente —Exception dilatoire.

JUGÉ:—1. Que les articles 450 et 453 du C. P. C., qui déclarent que toute partie peut se désister de sa demande à la condition de payer les frais, et qu'elle ne peut recommencer avant d'avoir préalablement payé les frais encourus par la partie adverse sur la demande abandonné, s'appliquent également et même avec plus de raison à une action déboutée qu'à une action discontinuée.

2. Que dans ce cas le défendeur a une exception dilatoire pour faire suspendre les procédés sur la deuxième action jusqu'à ce que les frais de la première soient payés. *Sauriol* v. *Lupien*, Rainville, J., 31 janvier 1880.

RIGHTS OF PEWHOLDERS.

The case of Misses Alice Lamoureux and Mary Foley, against the beadle of the church of N. D. de Bonsecours, for assault, was tried in the Police Court, Montreal, March 7, before Mr. Dugas. It appeared that the complainants entered the church to attend the afternoon service, and occupied the pew of Mr. Berthiaume, which was then empty. After the service commenced, the lessee came up and ordered them out. They refused to go, when Mr. Berthiaume, and the beadle, Mr. Pelletier, put them out into the vestibule of the church by force. They remained there quiet for some little time, when the beadle returned, and seizing Miss Lamoureux by the collar, ran her half way across the street, and tried to put her by force into a sleigh, when he was compelled to desist by some friends of the young lady. Rev. H. R. Lenoir, the *curé* of the church, testified that he had publicly, from the pulpit, on a former occasion, invited the faithful to occupy seats whenever they were not occupied by their owners. A large number of witnesses were examined on both sides, and after addresses by the respective counsel, the magistrate delivered judgment. His Honor held that the pews were free to strangers, but while services were being held they belonged to the proprietors. In this case, the proprietor came into the church after the service had commenced, and had a right to occupy his own