

70.) This matter was discussed in the Ontario Legislature in February, 1879, and it was then unanimously agreed by the Legislature as follows:—"That a representation ought to be made to the Dominion Government with a view to said allowance being hereafter assumed by the Dominion, and said allowance ought not to be continued as to appointments hereafter made." We are curious to know what correspondence has taken place between the Ontario Government and the Dominion Ministers on the subject, and whether any steps have been decided upon to remedy the anomalous position of the Ontario judiciary.—*Gazette, Montreal.*

### NOTES OF CASES.

#### EXCHEQUER COURT OF CANADA.\*

OTTAWA, JAN. 12, 1881.

*Coram* FOURNIER, J.

DOUTRE, suppliant, and THE QUEEN, defendant.

*Treaty of Washington—Employment and remuneration of Canadian Counsel—Right of Counsel to recover by Petition of Right—35 Vic. c. 25.*

Under Article 25 of the Treaty of Washington it is provided: "that each of the high contracting parties shall pay its own commissioner and agent or counsel; all other expenses shall be defrayed by the two Governments in equal moieties."

By 35 Vic. c. 25 (D.) the Fisheries Articles of the Treaty of Washington were made part of the law of Canada, and a Queen's Counsel residing in the city of Montreal was one of the Canadian Counsel before the Commission sitting at Halifax. There was evidence showing that the agreement entered into between the Minister of Marine and Fisheries and the suppliant at the city of Ottawa, was to the following effect: that the suppliant was to receive \$1,000 per month on account of his expenses and services whilst the Commission was sitting at Halifax, and that a further sum, to be settled upon after the award of the Commissioners, would be paid. The suppliant removed with his family from Montreal to Halifax, and was exclusively engaged in connection with this matter for 240 days. The Government paid suppliant \$8,000, and by his

petition the suppliant claimed that the amount received only paid his expenses, and that he was entitled to a further sum of \$10,000 for the value of his services. The amount involved before the Commission was \$12,000,000, and the amount awarded in favor of Canada was \$5,500,000.

*Held*, 1. That this agreement constituted a valid contract, and that a Petition of Right did lie to recover the amount due him under such agreement.

2. That the agreement entered into having been made at the city of Ottawa, the rules of evidence in force in the Province of Ontario were applicable, and suppliant's evidence on his own behalf was therefore admissible.

3. That as the evidence adduced proved that the remuneration received by the suppliant, when engaged as counsel in important cases, was \$50 per day and \$20 for expenses, when his services were required outside of his own Province, the Court would grant him \$8,000 out of the \$10,000 claimed by his petition, being at the rate of \$50 per diem and \$20 for expenses, for the 240 days he was employed before the Commission.

*Haliburton, Q. C.*, and *Ferguson*, for suppliant.  
*Lash, Q. C.*, and *Hogg*, for the defendant.

#### COURT OF QUEEN'S BENCH.

MONTREAL, NOV. 17, 1880.

Sir A. A. DORION, C. J., MONK, RAMSAY,  
CROSS, BABY, JJ.

LONGPRÉ et al. (contestants below), Appellants,  
and VALADE (opposant below), Respondent.

*Registration—Resiliated Deed.*

*The registration of a deed of sale of an immoveable, by a creditor of the vendee, after it has been cancelled by the parties to it, without any fraudulent intention, will not revive or give effect to it, so as to enable the creditor to seize the property in the possession of the vendee.*

The appeal was from a judgment of the Superior Court, Montreal, Jetté, J., May 31, 1879, maintaining an opposition to the seizure of an immoveable. The facts were these: The appellants obtained judgment against one Corbeille, and on the 7th Aug. 1878, took out execution and seized a lot of land in Lachine. The respondent, Valade, filed an opposition alleging that on the 9th May, 1877, he had sold the lot

\* Head note to Supreme Court Report. By Geo. Duval, Esq.