binding. The case arose from a seizure made by the Corporation under the extraordinary powers conferred on corporations in this country, of seizing goods found in the possession of the debtor, without there being any right of opposition. The respondent, Mrs. Utley, finding her goods seized in her husband's domicile under this extraordinary and unjustifiable law, and being deprived of the ordinary means of redress, was forced to take an injunction to prevent the sale. In the Superior Court the judgment was in her favor. The city had appealed, urging that because the effects were in premises rented and occupied by the husband, they must be considered in his possession within the meaning of the Act. The Court was not disposed to maintain this pretention; the judgment was correct and must be confirmed.

R. Roy, Q.C., for Appellants.

Doutre, Doutre, Robidoux, Hutchinson & Walker for Respondents.

NOTE.—In the above, as well as the three following cases, TESSIER, J., who was unable to be present, transmitted his concurrence in writing.

DORION (plaintiff in Court below), Appellant; and BENOIT (defendant below), Respondent.

Place fixed for payment—Demand before Suit.

The plaintiff appealed from a judgment of the Superior Court, Montreal, JOHNSON, J., 28th June, 1878. (See 1 Legal News, p. 350.) The action was brought by Benoit to recover the amount of a note *en brevet*, made by defendant, and payable at defendant's domicile at St. Bruno, without interest. The note being overdue, the plaintiff took out an action, at Montreal, without having made any demand of payment at the defendant's domicile. He pleaded the absence of demand at his domicile, and filed a confession of judgment for the principal, but without interest or costs, and deposited the money in Court. The Court below sustained the defendant's pretension, and condemned the plaintiff in the costs of the suit.

An appeal being taken by the plaintiff,

DORION, C. J. The appellant sued on a note *en brevet* for $275, payable at the domicile of respondent, the maker, in the course of September, 1877. That note was payable 1st October, 1877. No demand was made at the domicile of respondent, and on the 17th October he was sued. The respondent came into Court with the $275, and confessed judgment for that amount, without interest or costs. The confession of judgment was declared sufficient, and the plaintiff was condemned to pay the costs. He appealed from that judgment on two grounds: 1st. Because the defendant had not shown that he had the money ready to pay when the note became due. 2nd. That as no tender was made before the action, the defendant should have offered interest from the 1st October, when the note was due, or at least from the day of service of suit, up to plea. It had been uniformly decided, where a debt is payable at the domicile of the debtor, and no demand is made before suit, and the defendant comes and tenders the amount with his plea, he is to be discharged from all costs. As to the second pretension, that interest should run from the date of the *demande judiciaire*, it must be observed that the *demande* must be such as will put the defendant *en demeure*. It can only be made by a person who has authority to give a discharge, and the service of suit was not such a demand. The judgment should be confirmed.

Chas. L. Champagne for Appellant.

Longpré & David for Respondent.

ROLLAND et al., (defts. in the Court below), Appellants, and BEAUDRY et al. (plaintiffs below) Respondents.

Will—Universal Legatees must pay debts of testator notwithstanding he has appointed executors.

The defendants appealed from a judgment of the Superior Court, Montreal, 7th July, 1877, RAINVILLE, J., condemning them as universal legatees of the late H. A. Rolland. The defendants contended that inasmuch as the testator by his will had appointed testamentary executors, the latter should have been sued, and not the universal legatees. (See 22 L. C. Jurist, p. 72.) The judgment held that under 735 C. C. the universal legatee is bound to discharge the debts of the succession, and the appointment of executors does not free the universal legatee from responsibility.

The Court unanimously affirmed the judgment appealed from.

E. Barnard, Q.C., for Appellants.

DeBellefeuille & Turgeon for Respondents.