

and the plaintiffs' traveller, the order to be subject to the plaintiffs' approval. They were delivered here—the delivery at the railway, and on the steamboat, being a delivery to the defendant, who paid the freight. Then, as to the notes: they bear date at Montreal; but the fact is, they were sent to the defendant in blank, and he signed them and sent them with the blank to be filled up.

This being the state of the facts, all the argument and authority offered by the defendant appear to me to have been thrown away. It is not a case where the cause of action can be said to have originated in Kamouraska. The debt was incurred in Montreal for merchandise which was delivered there. The notes are the evidence of the debt, and they are also made payable here (at the Molsons Bank). As to the place named in the note as the place of date, if the defendant chooses to sign notes with blanks for other people to fill up, that has always been held as a power of attorney from the sender to the recipient to fill it up for him. There can be no doubt, from the decided cases, that we have jurisdiction, and that upon these facts the declinatory plea must be dismissed, and it is dismissed with costs.

Macmaster, Hall & Greenshields for plaintiffs.
D'Amour & Dumas for defendant.

SUPERIOR COURT.

SHERBROOKE, October, 1879.

BÉLANGER v. ROY, and *DORION*, opposant.

Saisie-Gagerie—*Exemption from seizure claimed by third party, of effects garnishing leased premises.*

DORRITY, J. Action for rent, with *saisie-gagerie*. The opposant claims one stove, one bedstead and one table as being her property, and as such exempt from seizure, these being the only articles of the kind she had. The plaintiff contested the opposition upon the ground that the articles had been brought into his house by the defendant himself, and that they garnished the premises as such, and that in such a case the exemption from seizure could only be claimed by the debtor himself, and not by a third party. The opposant could not stop the sale as owner of the property liable for rent; still less could she claim exemption

established by law in favor of the debtor only. Opposition dismissed with costs.

L. C. Bélanger for plaintiff.

H. C. Cabana for opposant.

COURT OF QUEEN'S BENCH.

MONTREAL, Sept. 20, 1879.

SIR A. A. DORION, C.J., MONK, RAMSAY, TESSIER, CROSS, JJ.

MAHER, appellant; and *AYLMER*, respondent.

Appeal—*Motion to order party alleged to be the real appellant to take up instance.*

SIR A. A. DORION, C.J. A motion was made on the part of respondent, on the last day of last term, to compel the Eastern Townships Bank to intervene, and to become appellants in this cause instead of Maher; on the ground that Maher, although nominally appellant, is really appealing for the Eastern Townships Bank. But Maher was the party in the Court below; and he has appealed, and this Court has no power to order the Eastern Townships Bank to come in. The motion is, therefore, rejected.

Brooks, Camirand & Hurd for appellant.

T. W. Ritchie, Q.C., for respondent.

COURT OF QUEEN'S BENCH.

[Crown Side.]

MONTREAL, September 26, 1879.

REGINA v. MEYERS.

MONK, J.

Indictment—"No Bill"—*Sending bill back to Grand Jury.*

The Grand Jury having found "No bill" in the case of Jacob Meyers, charged with murder, *St. Pierre* moved for the discharge of the prisoner.

B. Devlin opposed the application, and moved that the bill be sent back to the Grand Jury, as there was evidence which had not been brought under their notice.

MONK, J., said that while the Court had a right to refer the bill back to the Grand Jury, he was of opinion, after taking time to consider, that the new evidence referred to was insufficient to warrant such a proceeding in this case, and the application would, therefore, be dismissed.

B. Devlin for the Crown.

St. Pierre for the prisoner.