to a party's attorney vests the attorney alone with the right to claim such costs, as long as the client has not obtained from the attorney a transfer followed by service on the adverse party.

2. That an execution taken in the name of the attorney *distrayant's* client, against the adverse party, is null, if such execution was was not preceded by the transfer and notice above mentioned.

3. That the claim for costs of the attorney *distrayant*, due by the adverse party, is subject to the same laws as apply to ordinary debts with regard to transfer, service and subrogation.

4. That when an attachment by garnishment, *saisie-arrêt*, has been served upon the judgment debtor for costs, by a creditor of the attorney *distrayant*, the attorney *distrayant's* client cannot by alleging payment by him to his attorney, or transfer by his attorney to him of said costs, claim the same in his own name, to the prejudice of the attorney's seizing creditor, if notice of such payment and transfer has not been served upon the judgment debtor before the attachment by garnishment was issued.

5. That in such a case, the judgment debtor is not obliged, before judgment is rendered upon the attachment by garnishment of the attorney's creditor, to deposit in Court, to be paid to whom it may appertain, the amount of such costs, but on the contrary must retain the same in his own hands, as he is ordered to do by the writ of attachment by garnishment, until the Court may decide thereon.— *Milette & Gibson*, Dorion, Ch. J., Tessier, Church, Doherty, JJ., Feb. 26, 1889.

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*SUPERIOR COURT—MONTREAL.**

Avoidance of contract made in fraud of creditors —Arts. 1032, 1034, *C.C.—Assignment of life insurance by a person notoriously insolvent—Rights of creditors.*

Held:—(Affirming the decision of Davidson, J., M. L. R., 4 S. C. 319), 1. That the assignment of a policy of life insurance is governed by the law of the place where the assignment is made, and not of the place where the policy was issued, or where it is payable.

2. Where a person notoriously insolvent transfers a policy of life insurance to a creditor as collateral security for a pre-existing debt, and the amount of the insurance is received by such creditor after the death of the assignor, any other creditor may bring an action in his own name against such assignee, to set aside the assignment, and compel him to pay the money into Court for distribution among the creditors generally. — *Prentice* v. *Steele*, in Review, Johnson, Loranger, Würtele, JJ., April 30, 1889.

Interdiction for prodigality— Goods supplied to interdict without authority of curator— Art. 334, *C.C.—Lesion.*

Held:—That when a person has been interdicted for prodigality, in accordance with the formalities prescribed by law, every one is presumed to have knowledge thereof; and a tradesman, who continues to supply goods on credit to the interdicted person without the sanction of the curator, and to an extent greatly in excess of what the means of the interdicted person would justify, cannot maintain an action against the curator for the value of such goods, even when they are household supplies (such as groceries), — more especially where the curator has made adequate provision for the subsistence of the interdicted person.—*Riendeau* v. *Turner*, in Review, Johnson, Davidson, de Lorimier, JJ., June 22, 1889.

Limited Partnership— Certificate—False statement — Insufficiency of certificate — Arts. 1871-1877, *C.C.*

Held:—1. That the contributions of special partners to a partnership *en commandite*, or limited partnership, must be in cash, paid in at the date of formation of the partnership (Art. 1872, C.C.)

2. That in order to obtain the privilege of a limited partnership, the formalities of the special laws relating thereto must be strictly complied with, and a statement in the certificate (dated Oct. 30) which persons contracting such a partnership are bound to sign; to the effect that a special partner had brought $1,000 into the capital of the firm, whereas

* To appear in Montreal Law Reports, 5 S.C.