self to blame if an innocent purchaser of the brewery retained all the plant which he found therein, when adjudged to him.—*Budden & Knight*, 3 Q. L. R. 273.

Injunction.—1. The writ of injunction is a civil remedy provided and regulated by the laws of England for the protection of property and the maintenance of civil rights; and the Imperial Statute 14 Geo. III, c. 83, s. 8, having enacted in effect, that in the Province of Quebec "in all matters of property and civil rights resort should be had to the laws of Canada as the rule for the decision of the same," and that all suits respecting such property and civil rights should "be determined agreeably to the said laws and customs of Canada" until changed by subsequent legislation; and the proceeding by injunction not having been established by any subsequent legislation applicable to the said Province, it cannot be allowed as a general remedy, or as a remedy in a case such as the present.—*Carter* v. *Breakey*, 3 Q. L. R. 113.

2. The powers, of a civil nature, of the Court of King's Bench and of the judges thereof, as created, defined and regulated by the provincial statute 34 Geo. III, c. 6, s. 8, and now vested in the Superior Court, and in the judges thereof, do not include the power of granting writs of injunction.—Ib.

3. Although, for the reasons above mentioned, the writ of injunction never has been, and is not now, in the Province of Quebec, a legal remedy except in particular cases provided for by the legislature, yet the prerogative writ of *mandamus*, which is generally used "for public purposes, and to compel the performance of public duties," has, at all times, since the Province became a British colony, been a legal remedy therein, as an incident to the public law of the empire.—Ib.

4. The writ of injunction and the writ of mandamus, although they may in some cases produce nearly identical effects, are not in principle, nor generally speaking, the same; and, therefore, Art. 1022 C. P., expressly allowing the writ of mandamus in certain cases, cannot be considered as tacitly allowing the writ of injunction in the same cases.—Ib.

Insolvent Act.—1. It is not necessary that the affidavit under section 9 of the Insolvent Act of 1875 should show that the claim is not secured, provided such affidavit be in the form prescribed by the Act.—*Barbeau & Larochelle*, 3 Q. L. R. 187.

2. A creditor who has no domicile in the Province of Quebec is not bound to give security for costs in suing out a writ of attachment. —*Reed* v. *Larochelle*, 3 Q. L. R. 93.

3. The holder of negotiable paper, the maker and endorser of which have both become insolvent, and who has received a dividend from one of them, cannot prove his claim against the estate of the other for the full amount mentioned in the paper—on the contrary he must deduct the amount of dividend received from the estate of the other party. But if, after proof made, dividends are received from the estate of another party, the creditor is, nevertheless, entitled to dividends upon the whole amount proved; provided the dividends do not exceed 100 cents in the dollar on the balance really due.—*In re Rochette*, 3 Q. L. R. 97.

4. One Farmer, a hotel-keeper, being largely indebted to the appellant, a notarial deed of sale, duly registered, was passed between them, whereby Farmer sold to appellant, with right of redemption within three years, certain moveable and immoveable property, comprising the hotel and furniture, being the bulk of his estate, for a certain stated valuable consideration. Farmer remained in possession of the property under lease from appellant, and continued to carry on his business as usual. About ten months afterwards he became bankrupt and the respondent was appointed his assignee. In the meantime appellant had, with Farmer's consent, granted a lease of the moveables to Trihey and Johnson, in whose hands they were when respondent revendicated them as part of Farmer's insolvent estate. Trihey and Johnson did not contest, but the appellant intervened and claimed the effects under the deed of sale above mentioned. The respondent contested the intervention, prayed to have the deed in question annulled and set aside as having been made in fraud of Farmer's creditors. *Held*, that under the circumstances there was no fraud or illegal preference, either within the provisions of the Insolvent Act or of the Civil Code, and that even were fraud disclosed, the Court could not, on such an issue, declare fraudulent and annul that part of the deed affecting the immoveables.—*Bell & Rickaby*, 3 Q. L. R. 243.