cover the frauds of the donee, it would be immoral, at all events in its effects, and consequently opposed to the spirit of art. 760.

Yet another argument has been used. It is said that the deed of loan and hypothec and alleged fraud are not in question now, that the rents of the house were not hypothecated to Carter, that when returned into Court they will be subject to the claims of all creditors who have not been defrauded, and consequently Carter, who has been defrauded, must suffer. This is a strange conclusion. Carter says this: these revenues are the product of what you have hypothecated to me, and if I am not protected in the revenues of the thing my security is illusory. I think the rule, that the accessory follows the principal, applies here. Besides, it can hardly be said that this was the real ground of contestation. The whole argument was, that there was no fraud, and that the property was *insaisissable*. I do not think, then, that we can escape from the responsibility of deciding one or both of the questions. For my part, I have no hesitation in saying that there was fraud on the part of Molson, and that he is estopped from pleading it. *Dolo suo non debet quis lucrari, neque alii nocere*, 92, *in fin. C. de Transactionibus*, l. 30. Even if the evidence as to Mr. Dorion's opinion were to disappear, Molson was presumed to know the title he was giving.

The judgment of the Court was as follows:

"The Court, etc.

"Considering that by his last will bearing date the 20th of April, 1860, the late John Molson, after making several special bequests, devised and bequeathed the residue of his estate to William Molson his brother, Mary Ann Elizabeth Molson his wife, and Alexander Molson his youngest son, to hold, administer and manage the said residue for a period of ten years from his decease, with power to two of them, of whom William Molson while living should be one, to sell such part of his real estate as was not specially devised, and after the expiration of the ten years to divide the said residue or the proceeds thereof, between his five sons, in equal shares, to be enjoyed by them for their respective lives only, and after the decease of any of them, his share to become for ever the property of his lawful issue subject to the usufruct thereof on the part of the wife, if living, of such son so long as she might remain a widow;

"And considering that by his said will the said John Molson specially directed and ordained as an essential condition of the said bequests in favor of his five sons and of their widows respectively, that all the estate, interest and property, and all interest, revenue or income to arise therefrom should remain forever exempt from all liability for the debts, present or future, of them or any of them, and should be absolutely exempt from seizure (*insaisissables*) for any such debts or any other causes whatsoever, and should be held as a *legs d'aliments* not susceptible of being by them assigned or otherwise aliened for any purpose or cause whatsoever;

"And considering that the said John Molson died on the 12th of July, 1860, without altering his said will;

"And considering that on the 15th of June, 1871, the said William Molson and Alexander Molson acting as executors and trustees of the estate of the late John Molson, by deed passed before Phillips, notary public, sold to the said Alexander Molson a lot of land on St. James street of the city of Montreal, being No. 185 on the cadastral plan of the west ward of the said city belonging to the said estate, for the sum of $30,779.52, which sum has been included in the share of the purchaser in the distribution of the estate and effects of the said late John Molson executed on the same day and before the same notary;

"And considering that under the judgment rendered in this cause on the 17th of April 1878, the respondent has caused to be attached in the hands of Allan Freeman the rents due by him to the said Appellant on the lease of the said immoveable property lot No. 188 of the west ward of the city of Montreal, and also the dividends accrued and accruing on 148 shares of the capital stock of the Molsons Bank;

"And considering that the said appellant has contested the said attachment on the ground that the said immoveable property and the said 148 shares of the Molsons Bank stock were part and portion of the property bequeathed to him by his father, the late John Molson, by his said will, and as such as well as the rents, issues and profits thereof, were not liable to be