

ing to repay them in the event of the ultimate success of the party by whom the payment is made, no order can be made against him under the summary punitive jurisdiction of the Court until after the advocate has made default in complying with a special order to repay by which a time is set for repayment. *In re Harris* (No. 2). (Court en banc, 1898), p. 105.

3. Garnishee—Charging Order—Solicitor's Lien for Costs—Creditors' Relief Ordinance — Solicitor and Client Costs under Small Debt Procedure.]—Seizure by the sheriff of sufficient goods to satisfy an execution does not operate as a satisfaction of the judgment under the Creditors' Relief Ordinance. — An advocate's lien for costs takes priority over a garnishee summons, although the garnishee summons be served before any charging order is applied for. An advocate is, in the absence of special agreement to the contrary, entitled as against his client to recover for his services under the Small Debt Procedure the fees taxable by the general tariff. *Union Bank v. Stewart and Smith & Brigham, Garnishees*. (Wetmore, J., 1895), p. 342.

4. Advocate—Attachment—Judgment Obtained in Ordinary Suit—Effect of—Discipline — Judicature Ordinance — Interpretation.]—An order to imprison an advocate cannot be granted for non-payment of money under a judgment or order obtained in an ordinary suit in the Court, but disciplinary jurisdiction of the Court must be resorted to for such a purpose. — The Judicature Ordinance providing for the issue of a "writ of committal" to enforce a judgment, and the notice of motion having asked for the issue of a "writ of attachment," the motion was refused.—Comments on the construction to be given the various Judicature Ordinances. *Calvert v. Forbes* (No. 5). (Wetmore, J., 1896), p. 353.

See ALIMONY, 1—COSTS, 4, 5, 6—
CRIMINAL LAW, 5—PRIVILEGE, 1.

STATED CASE.

See CONVICTION, 2.

STRIKING OUT.

See PRACTICE, 1, 7 — JUDGMENT, 3 —
PLEADING, 2.

SUMMARY JUDGMENT.

See JUDGMENT.

TENANCY.

See LANDLORD AND TENANT, 1, 2—FRAUD
ON CREDITORS, 1.

TERRITORIES REAL PROPERTY ACT.

See HOMESTEAD, 1, 2.

THEFT.

See CRIMINAL LAW, 4, 5.

TIME.

See ASSESSMENT AND TAXATION, 2 —
BILLS, NOTES AND CHEQUES, 1 —
BUILDING CONTRACT, 2—COSTS, 1,
10—JUDGMENT, 1, 5—PRACTICE, 9,
10.

TITLE, WARRANTY OF.

See SALE OF GOODS, 4.

TRESPASS.

1. Trespass — Distress—Fences — Ordinance No. 26 of 1891-92 Discussed— Damages — Unlawful Detention—Estray — Care of.]—Domestic animals are not liable to be distrained *damage feasant* in the absence of a lawful fence surrounding the property damaged, but if an estray comes upon a person's premises, although not lawfully fenced, and commits damage or becomes troublesome, the owner of the premises has the right to tie such animal up and retain possession until the costs of keep are paid, which costs would include the trouble to which the owner of the premises was put.—*Held*, further, that an owner of premises tying up an estray is bound to properly care for, feed and water the estray. *Bolton v. McDonald* (Wetmore, J., 1894), p. 269.

See FIXTURES, 1.