has been suggested to my mind by the testament of a distinguished soldier, recently deceased, in which there is a bequest of $50,000 for a mortuary monument. It has been held that the erection of a monument to perpetuate the memory of the donor is not a *charitable* purpose: *Melick* v. *President of the Asylum*, 1 Sack. 180. The question arises, is such a bequest to be applauded, even if sustained in courts of law? Can it answer any useful purpose? Is it not a monument to the testator's vanity? A monument at Thermoyplæ or Bunker Hill, commemorating a great event, and erected by a grateful people, incites the beholder to patriotism. A monument to an individual, even, provided it springs from the gratitude of others, is an appropriate offering. But is it not better to leave the erection of such a monument to that grateful people or those mourning relatives? Of course I am speaking of very costly erections. How is such a bequest defensible in morals, when Lazarus, with his sores unhealed, may lie at the foot of the costly pile, and houseless wretches may cower under its shelter to escape the north wind? Let the great equestrian statue be set up, then; it will only serve to remind the moralist of posthumous pride that goes on horseback, while living poverty hobbles a-foot.

On reading the foregoing it strikes me that it is not strictly "humorous." It sounds more like a sermon. But a sermon on legal matters is a humorous idea, and it may go for what it is worth, as humorous or serious.—*Albany Law Journal.*

CANADA REPORTS.

COMMON LAW CHAMBERS.

(Reported by Henry O'Brien, Esq., *Barrister-at-Law.)*

Caisse v. Tharp.
Bank of Montreal, *Garnishees.*

Attachment of debts.

A sum of money was sent by a father to his son, the judgment debtor, as a gift, through a bank. Before any communication by the bank to the judgment debtor, the execution creditor obtained an attaching order and summons to pay over. The order was issued on the 17th of August, thirteen days before the bank agency, where the debtor resided, was advised of the deposit.

Held, that the amount could not be attached.

Semble, that the father might revoke the gift, and therefore it could not be looked upon as a debt.

[Chambers, Sept. 9, 12, 1870.—*Mr. Dalton.*]

The execution creditor in this case obtained an order attaching a sum of money alleged to be standing to the credit of the execution debtor, in the agency of the Bank of Montreal at Cobourg.

The proper name of the execution debtor was Frederick S. G. Tharp, but he was sued as Frederick J. G. Tharp, and the money was said to be payable to one J. G. Thorp.

The money had been sent from England by the father to his son, the execution debtor, but there had been no communication between the Bank and the execution debtor on the subject.

O'Brien, for the execution debtor, showed cause:

1. The garnishees are a foreign corporation, and a debt cannot be attached in their hands. *Lundy* v. *Dickson,* 6 U. C. L. J. 91.

2. There is no debt in fact. The sum of money, even if intended for this debtor, is a gift from the father, and has never been claimed by the son, nor has there been acquiescence by him. The son could not sue the Bank for the money, and the father could recall it.

Osler for the garnishees.

Dr. McMichael, for the execution creditor, supported the summons, contending that there was a debt, which could be attached.

Mr. Dalton.—I notice only one of the objections made in this case. The judgment creditor is required by the statute to show that "some person is indebted" to the judgment debtor. It is conclusively established that in such an application there must be a *legal* debt from the garnishee.

The facts shown in the case are as follows: The manager of the Bank of Montreal at Cobourg was notified, on the 30th August last, by the manager at Montreal, that the Cobourg agency was credited by the principal Bank at Montreal with $389 33, on account of one J. G. Thorp, deposited in the Union Bank of London, in England.

I think it appears that the person named is the judgment debtor, and I take it, on the affidavits, that the money had been deposited for him as a gift from his father: that on the same 30th day of August, "immediately after" the manager was advised of such credit, he was served with this garnishing order and summons. The order was issued on the 17th August, thirteen days before the Bank at Cobourg was advised of the deposit, and probably before it had been received by the Bank at Montreal. It does not appear when that was. Then surely no debt was shown when the order was issued. But suppose the order not to have been issued till after the receipt by the Cobourg agency, no communication had been made to the judgment debtor by the Bank, nor even an entry to his credit (so far as shown) in their books; and if any point is clear at law, I should say it is clear that the depositor in this case could revoke the authority to the Bank to pay the judgment debtor, at any time, until something had occurred to create a privity between him and the Bank.

As to whether the Bank could be made garnishees in this proceeding, I do not say anything.

The attaching order and summons to pay over must be discharged, with costs to the garnishees.

Order accordingly.