

away trial by jury from bankrupts charged with crimes.

The plea denied the plaintiff's allegations. The evidence showed, however, that false representations were made. The plaintiff had established his case perfectly, except that he could only get judgment for \$400.39, which was all that defendant had bought subsequent to the date of the false statement, 20th March, 1876. What degree of imprisonment should be ordered against a man under circumstances like these? It looked like a very bad case, undoubtedly, and the sentence of the Court must be the extreme one of the law. The imprisonment of the defendant for two years would be ordered, unless he repaid the sum of \$400.39 and costs.

*Coursol, Girouard, Wurtel & Sexton*, for plaintiff.

*Loranger & Co.*, for defendant.

MONTREAL, April 30, 1879.

OLIVIER et al. v. DEMONTIGNY.

*Confession of Judgment—Costs.*

JOHNSON, J. The action is for \$109.59 on a note, and for goods sold. Plea, that on the amount of the note (\$74 09) defendant has paid \$51, leaving a balance of \$23 09; that the interest is only \$5.55, making in all \$28.64, for which he offers to confess judgment. The plaintiffs accept this; therefore there is an end of the matter so far as the debt goes; but what as to the costs? The defendant evidently is entitled to no costs for merely acknowledging how much he owes, if by neglecting to pay his debt he compels the plaintiff to sue him: but here the plaintiff sued him for \$80.95 more than he owed, and when he acknowledges a balance of \$28 the plaintiff admits that to be the right amount. Therefore, he had no right of action in this Court at all, but only in the Circuit Court; and he also compelled the defendant to plead in order to avoid the risk of a judgment for \$80 more than he owed. Therefore, the plaintiff must pay the costs of that plea, and will only himself get judgment for \$28.64, with costs of the Circuit Court.

*DeBellefeuille & Turgeon*, for plaintiff.

*Trudel, DeMontigny & Charbonneau*, for defendants.

SUPERIOR COURT.

MONTREAL, Feb. 28, 1879.

ETHIER v. DANDURAND et al.

*Jurisdiction — Saisie-Revendication — Assignees.— Domicile.*

The plaintiff having issued a *saisie-revendication* at Montreal, against moveables in the possession of defendants, in their quality of assignees to the insolvent "La Compagnie de la brasserie de St. Lin," the defendants filed a declinatory exception, on the following grounds:—

1. "Parce qu'il appert par le bref d'assignation et la déclaration en cette cause que le demandeur ne s'est pas adressé au tribunal du domicile du failli "La Compagnie de la brasserie de St. Lin," savoir, au Juge siégeant en matière de faillite dans et pour le district de Joliette;

2. "Parce que cette Honorable Cour n'a point juridiction pour juger le mérite des prétentions du demandeur, vu que toutes les procédures et les documents de la faillite de la dite compagnie insolvable sont dans le dit district de Joliette;

3. "Parce que les défendeurs ès-qualités ne résident point dans le district de Montréal;

4. "Parce que la prétendue cause d'action du demandeur n'a pas originé dans ce district, mais bien dans le district de Joliette."

JETTÉ, J., held the exception to be well founded, the judgment being as follows:—

"La Cour, etc...."

"Considérant que le demandeur a saisi-revendiqué entre les mains des défendeurs ès-qualité de syndics conjoints à la faillite de la compagnie de la brasserie de St. Lin, corps politique et incorporé, divers objets mobiliers décrits comme suit: 'Un wagon à spring, un autre wagon à deux chevaux, un petit wagon simple, quatre sleighs et une traîne, un lot de bois de corde, environ 150 cordes';

"Considérant que ces objets étaient lors de la dite saisie-revendication, en la possession des défendeurs ès-qualité à St. Lin, dans le district de Joliette, et dès lors sujets et soumis à la juridiction du tribunal du lieu de la situation;

"Considérant que la revendication, qu'elle ait pour objet un meuble ou un immeuble, est une action réelle, et qu'aux termes de l'article 38 du Code de Procédure Civile, tous les défendeurs en matière réelle doivent être assignés devant le tribunal du lieu où est situé l'objet en litige;