question of fact—the completion of the terms of settlement being alleged as the ground of Girard's action; and also insisted upon as his defence to the action of the Bank. The Bank sent a resolution of their Board to their counsel, in anticipation of terms of agreement that were never arrived at; and it is in respect of this resolution, which the Bank cannot be held to have dispossessed themselves of, (their attorney's possession being their possession,) that Mr. Girard insists principally that not only were the terms of agreement perfectly well settled, but that there was express ratification of them on the part of the Bank in authorizing their agent to sign the deed. His pretentions in this respect in the words of his plea to the Bank's action were that the resolution was annexed by the directors to the draft of the deed, and given to him to be handed to the notary; but it is conclusively shown that the resolution was accompanied by a letter containing positive instructions to their attorney to insert in the deed everything he thought necessary to protect their interests, and after this, certainly more than one draft was made. We think, therefore, that the learned Judge below took a perfectly right view of the evidence in holding that it showed the resolution applied to an agreement that was merely contemplated, and never finally determined.

Judgment confirmed in both cases.

Duhamel, Pagnuelo & Rainville for Girard.

R. & L. Laflamme for the Bank.

JOHNSON, TORRANCE, JETTÉ, JJ.

MOLSONS BANK v. LIONAIS es qual., and LA SOCIÉTÉ DE CONSTRUCTION MUTUELLE DES ARTISANS, Garnishee.

[From S. C., Montreal.

Saisie-arrêt—The attachment in the hands of a garnishee of a debt afterwards due to defendant by the garnishee, is not valid, if at the moment of the seizure the debt did not exist in favor of the defendant.

This was in review from a judgment of the Superior Court, (Rainville, J.), 19th September, 1879, maintaining the validity of a *saisie-arrêt* in the hands of the garnishee. The case was by default, as to the defendant who was here the appellant. The service of the *saisie-arrêt* was on the 11th March, 1879, in the hands of the Building Society, garnishee, which declared on the 24th of March, that at the time of the service it had not, had not now, and does not know that it will have in the future any moneys, moveables or effects belonging to the defendant, under the reserve of the following facts: that by obligation of date, 12th March, 1879, Joseph Galarneau sold to the garnishee land subject to the charge of paying on the 7th December, 1880, or earlier, to the heirs and representatives of Dame Henriette Moreau, wife of the defendant, $200 and interest; that there had been no intervention or acceptation of this indication of payment on the part of the said heirs, &c., but it was to the knowledge of said garnishee that said $200 had been transferred to Joseph O. Joseph, advocate, by transfer of date, 18th March, 1879, signified to Galarneau on the 22nd March, 1879.

PER CURIAM. The simple question is whether the service of the *saisie-arrêt* on the 11th March, 1879, could cover and attach a debt which had no existence in favour of the defendant against the garnishee until the 12th of March. It is true that the demand by the writ is that the *tiers saisi* is required to declare not only what he did owe at the date of the signification, but also what he should owe in the future, and this agrees with the requirements of the C. C. P. 613, 619: 619 says: "The garnishee must declare in what he was indebted at the time of the service of the writ upon him, in what he has become indebted since that time," &c. These rules agree with the forms to be found in the French books.

Roger, *Saisie-arrêt*, edition of 1860, p. 149, Art. 171, *bis*: remarks on the case now before the Court in these words: "Mais lorsque le tiers-saisi ne doit rien encore au débiteur, et qu'il ne vient à lui devoir que postérieurement à la saisie-arrêt formée entre ses mains, il faut considérer cette saisie comme prématurée et frappant dans la vide. Elle ne saurait produire d'effet, car elle n'a pu arrêter entre les mains du tiers-saisi de valeurs qui ne s'y trouvaient pas." Two arrêts are cited from Bioche, *Journal de Procédure*, art. 6375, et art. 3742.

We hold here with these arrêts that the attachment made on the 11th March did not touch the debt which only existed on the 12th of March, and therefore that the *saisie* should be discharged. We notice, however, no transfer