signed by the witnesses; but only notes of a short hand writer without any written consent: both parties, however, have participated in this mode of proceeding, and are bound by it.

Abbott & Co., for plaintiffs.

Laflamme & Co., for defendant.

SUPERIOR COURT IN REVIEW.

Montreal, Jan. 31, 1878.

MACKAY, TORRANCE, DORION, JJ.

In re TURGEON, Insolvent, and COUPAL, Intvg.

[From S. C. St. Francis.

Insolvent Act — Fraudulent issue of Attachment.

MACKAY, J. Jacques Turgeon made affidavit under the Insolvent Act of 1875, against his son Pierre, and an attachment issued. Coupal, a creditor of Pierre, intervened, and alleging that Pierre never was a trader, and that there was fraudulent concert between father and son, petitioned to quash the attachment. Subsequently, by an intervention, he asked the same thing for the same reasons. The intervention was contested by Jacques Turgeon, but the judgment *à quo* maintained the intervention, and declared that plaintiff had no right to sue out the attachment. This judgment must be confirmed. All that I see of the transactions between father and son were in fraud of the intervenant, and the insolvency proceedings were meant to work fraud against him and to hinder him.

Judgment confirmed.

L. C. Belanger, for intervenant.

Brooks & Co., for contestant.

MACKAY, DUNKIN, RAINVILLE, JJ.

FAIR v. BALDWIN.

[From S. C. St. Francis.

Insolvent Act—Fraudulent Secretion.

MACKAY, J. This is an appeal from the district of St. Francis. Fair is the assignee of Lathrop & Hazeltine, insolvents. In October, 1875, the firm conceived the idea of spoiling their creditors (other than their relatives); so they made away with almost all they had of value—store buildings to one relative, the stock in store to another, a valuable mortgage to defendant, uncle of Lathrop's wife. When almost naked they called a meeting of creditors, at which what little remained was put into a trusteeship for the creditors, the trustee being defendant's son. The judgment is evidently right. The transfer to defendant was one of a lot of fraudulent transfers and secretions of property to cheat creditors perpetrated in the most hardy manner by the firm of Lathrop & Hazeltine, and all who took those transfers had presumably knowledge that the firm was insolvent.

Judgment confirmed.

Ives & Brown, for plaintiff.

Doak & Co., for defendant.

MACKAY, TORRANCE, DORION, JJ.

MACMASTER *et al.* v. ROBERTSON.

[From S. C. Montreal.

Insolvent Act—Art. 825 C. C. P. not repealed thereby.

MACKAY, J. The defendant, who was capiassed, is now moving under Art. 825 C. C. P., furnishing sureties before the Prothonotary. Under that article he has offered bail before the Prothonotary, but the latter seems to have halted. It is opposed by plaintiffs that under sect. 127, Insolvent Act of 1875, 825 C. C. P. is repealed. We hold the contrary. The defendant has two remedies, and may pursue the one of the Code. The judgment so holding we confirm.

DORION, J. There is another reason. This is not a final judgment susceptible of revision. It is on a simple petition.

Judgment confirmed.

Davidson & Co., for plaintiffs.

L. N. Benjamin, for defendant.

MACKAY, DUNKIN, RAINVILLE, JJ.

MARTIN v. MUNICIPALITY OF TOWNSHIP OF ASCOT.

[From C. C. St. Francis.

Negligence, Contributory—Drunkenness.

MACKAY, J. The defendants have been condemned in $200 damages suffered by plaintiff through alleged defect in a road. The declaration says that defendants were negligent in keeping up the road; that on the day of the accident plaintiff was driving a team and pedler's sleigh, and the sleigh was upset, and plaintiff's rib broken, causing him to be laid up six weeks in bed. The plea, denying these