

principal from getting his due, if that be the state of matters, as is pretended, to set in motion a suit of this kind by which he would evidently be twice paid his debt. I am therefore of opinion to reverse.

The judgment is as follows:—

“The Court, etc.

“Considering that the obligation with *hypothèque* for \$800, consented to by the appellants in favor of the commercial partnership firm of Galarneau & Roy, whereof Paul Médard Galarneau, one of the now Respondents, was a member, by *acte* executed before Blanchard notary on the 23rd day of February, 1856, and extended as regards the terms of payment by *acte* executed before Blanchard notary on the 21st day of November, 1859, was, by act, before Lamontagne, notary, bearing date the 5th December, 1859, duly transferred to the late John Pratt, whose estate is now represented by the respondents as his executors, which transfer was also signified upon and accepted by the appellants, the same being made by the said Paul Médard Galarneau, as being then invested with the rights of the said firm of Galarneau & Roy which had been dissolved, and that said transfer was made as collateral security for the payment of certain *bons* of the said firm of Galarneau & Roy, then in the possession of the said John Pratt, which *bons* were afterwards paid by the said John Pratt, partly by the said appellants and partly by the said Paul Médard Galarneau himself, but the said transfer remained unrevoked;

“Considering that notwithstanding the existence of the said transfer, the said Paul Médard Galarneau, with the sanction, approval and authority of the said John Pratt, continued to act, as well in the interest, and for the behalf of the said John Pratt, as of himself, in collecting from the appellants sums of money on account of said obligation and *hypothèque*, of date the 23rd February 1856, for all which credit has been given by the respondents in bringing the present action, reducing the balance claimed on said obligation and *hypothèque* to the sum of \$882;

“Considering that in or about the month of September, 1876, the said Paul M. Galarneau received from the Royal Insurance Company of England, with whom the buildings upon the property hypothecated by said obligation had been insured, the sum of \$800 for a loss by fire

on said buildings, for no part of which has any credit been given to the appellants;

“Considering that the appellants were entitled to be credited the net proceeds of said insurance, and that such net proceeds, to wit, the proceeds of said insurance, after deduction of the amount of premiums paid for the same by the said Paul M. Galarneau, and interest on said premiums computed to the time of the institution of the present action, would amount to \$499.12, which, being deducted from the amount claimed, leaves a balance of only \$382.88, which the respondents are entitled to recover from the appellants on the present action;

“Considering that in the judgment rendered in this cause by the Superior Court at Montreal, on the 31st day of January, 1880, there is error;

“This Court doth reform the said judgment of the 31st of January, 1880;

“And proceeding to render the judgment which the said Superior Court should have rendered, doth condemn the appellants, defendants in the court below, jointly and severally to pay and satisfy to the respondents *es qualité*, plaintiffs in the Court below, the said sum of \$382.88, with interest thereon from the 26th of October, 1878, date of the action in this cause, and the costs incurred by the said respondents, plaintiffs below, in said Superior Court; And this Court doth condemn the said respondents to pay to the said appellants the costs by them incurred in this Court.”

Judgment reversed.

*N. Archambault* for appellants.

*Lacoste, Globensky & Bisailon* for respondents.

#### THE LATE MR. T. W. RITCHIE, Q.C.

The bar has sustained a serious loss in the death of Mr. Ritchie, Q.C., which occurred quite suddenly on the 4th instant, while returning to Montreal from his residence in the country. The deceased has been so long and intimately known to the majority of our readers that it is unnecessary to speak at any length of his high attainments and excellent qualities. Mr. Ritchie was profoundly versed in commercial law, and for some time before his death was counsel for the Bank of Montreal as well as several other financial institutions. But he possessed also a comprehensive knowledge of the other branches of the law, and such a