C. C. P. 61 speaks of service at its office. Surely that means the chief office, looking at the reason of the rule or the words of the statute referred to, namely 23 Vict., c. 31. It is not accurate to conclude that the office intended by C. C. P. 61 is an office wherever they have a branch or agent. Again, let us look at the case from another point of view. If the service at Montreal is good as regards the writ of summons, the service there of a rule to answer interrogatories on *faits et articles* should be good. The defendant should answer with one day's notice, but the Montreal agent has no power to make such answer. The directors in Quebec must authorize the answer, C. C. P. 224, and in order to have time to answer, the rule should be served at Quebec. If service of the rule at Quebec is necessary, surely the service of the summons at Quebec is necessary too. *Toupin* v. *La Compagnie des mines de St. François*, 5 Rev. Lég. 209, appears to be in point.

Exception maintained.

*Greenshields, McCorkill & Guerin* for plaintiff.
*Lunn & Cramp*, for defendant.

---

SUPERIOR COURT.

MONTREAL, February 13, 1884.

*Before* TORRANCE, J.

TAYLOR et al. v. BROWN, and AUDENRIED et al., T. S., and THE FEDERAL BANK OF CANADA, opposants.

*Garnishment—Insolvency of defendant.*

*Judgment on the declaration of a garnishee operates a judicial assignment to the plaintiffs, and an opposition subsequently filed by another creditor, alleging insolvency of the defendant (as of date of opposition), and asking that the moneys be paid into Court is insufficient, and will be rejected on motion.*

This was a motion by plaintiffs to reject the opposition of opposants.

The opposants by their opposition set forth that on the 31st October, 1883, the defendant was condemned to pay to opposants the sum of $1,510.72 and costs; that on the 28th December, 1883, judgment was rendered in the present cause declaring an attachment made by plaintiffs in the hands of the garnishees, Gershom Joseph, Horace Joseph, the Singer Manufacturing Company, and John Creilly, good and valid, and ordering them to pay over to plaintiffs the sums of money by them declared to be due by them to the garnishees, Audenried, Brown & Co., who were the same as the defendant: That on the 4th January, 1884, judgment was rendered, declaring the attachment made by plaintiffs in the hands of J. D. Nutter & Co., good and valid, and ordering said Nutter & Co. to pay the money in their hands due defendant to plaintiffs; that defendant was now insolvent and unable to pay his debts; that by reason of said insolvency, opposants were entitled to share in said moneys which should be paid into court and distributed according to law. Prayer accordingly.

PER CURIAM. It is to be observed here that the allegation by opposants of insolvency does not go further back than the date of the opposition, namely, the 10th January, 1884, and the judgments against the garnishees are of date the 28th December, 1883, and the 4th January, 1884, being anterior dates. The seizure by plaintiffs and transfers by the judgments against the garnishees should therefore operate and be efficacious in favour of plaintiffs. The plaintiff is preferred, C. C. P. 602, saving the case of insolvency and privileged claims, and insolvency does not appear before the 10th January. Further, by C. C. P. 625, the judgment on the declaration of the garnishees is equivalent to a judicial assignment to the plaintiffs. On the face of the opposition, therefore, the rights of the plaintiffs should prevail and the motion be granted.

Opposition rejected.

*Macmaster, Hutchinson & Weir*, for opposants.
*Hatton & Nicolls*, for plaintiffs.

---

SUPERIOR COURT.

MONTREAL, February 13, 1884.

*Before* TORRANCE, J.

STEPHEN et al. v. THE MONTREAL, PORTLAND & BOSTON RAILWAY CO., and BARLOW, intervener.

*Procedure — Intervention in injunction suit—Delays.*