OF SCOTLAND, Appellants, and Rev. R. DOBIE, Respondent.

Injunction—Security required by 41 *Vict. c.* 14, *s.* 4.

Sir A. A. DORION, C.J. Mr. Dobie had taken an injunction against the corporation and against the individual members of the corporation to restrain them from using the funds of the Church in a certain way. The Board pleaded an exception *à la forme*, and the Judge in the Court below dismissed the exception as to the Board of Management, and maintained it as to the individual members of the Board. The effect of this judgment was to hold the security given by the plaintiff good as against the Board. The Court here thought the judgment of the Court below was wrong. The statute says the party must give security to the satisfaction of the Court. Here the security given consisted simply of a letter signed by Messrs. Hickson and Hunter, binding themselves to pay the costs. However high the standing of these gentlemen, and however well able to meet any claim upon them, this was not a judicial security as required by law. The judgment dismissing the exception must, therefore, be reversed.

The judgment was as follows:—

"The Court, &c.,

"Considering that parties suing out a writ of injunction are by law, to wit, by the Act of the Legislature of Québec passed in the 41st year of Her Majesty's reign, ch. 14, sect. 4, required to give security in the manner prescribed by and to the satisfaction of the Court, for the costs and damages which may be suffered by reason of the issue of the writ of injunction;

"And considering that such security being ordained by law, must be entered into in conformity with the requirements of Art. 1962 C. C., and of Arts. 516, 519 and 520 C. P.;

"And considering that the respondent has not given security as provided for by the above cited articles of the Civil Code and Code of Civil Procedure, but has merely produced a letter of guarantee for the costs, not fulfilling any of the said requirements;

"And considering that the proceedings of the said respondents are irregular and informal from want of such security, and that there is error in the judgment rendered by the Court below on the 14th June, 1878;

"The Court doth reverse, set aside and annul the said judgment, to wit, the judgment rendered by the Superior Court at Montreal on the 14th June, 1878, and proceeding to render the judgment which the Court below ought to have rendered, doth dismiss respondent's demand for an injunction, and doth quash and set aside the writ of injunction issued in this cause, with costs," &c.

J. L. Morris for appellants; *S. Bethune, Q. C.*, counsel.

Macmaster, Hall & Greenshields for respondent; *Hon. J. J. C. Abbott, Q. C.*, counsel.

MONTREAL, Feb. 4, 1879.

Sir A. A. DORION, C. J., MONK, RAMSAY, TESSIER and CROSS, JJ.

LEVY et al., (plffs. below), appellants; and BARBEAU, (deft. below), respondent.

Insolvency — List of liabilities — Description of creditor.

The question in this case was whether a discharge under the Insolvent Act could be pleaded against a debt which was entered by the respondent Barbeau in his list of liabilities as due to "Henriette Chaffers" instead of "Henriette Chaffers es qualité," the debt being a judgment obtained by her as tutrix to minors. The appellants pretended that the discharge did not affect this judgment claim, because it had not been included in the insolvent's statement of liabilities. This pretension was overruled by the Court below (Dorion, J.)

The plaintiffs appealed, citing *Duhamel et al.* v. *Payette*, 1 Legal News, p. 162, in support of their contention that the claim must be accurately described in the list, or it will not be affected by the discharge obtained by the insolvent.

Sir A. A. DORION, C. J., said that the judgment must be confirmed. There was nothing to mislead the appellant in the mode in which the debt was put down in the list, because she held no other claim in her own name.

Judgment confirmed.

Doutre, Doutre, Robidoux, Hutchinson & Walker for appellants.

Loranger, Loranger & Pelletier for respondent.