died on the 15th May, 1879; that plaintiff was then appointed assignee, and the sum of $364.42 was found to be due to the estate of Hughes by Doutre.

The defendant pleaded that at the time when Doutre became indebted in the sum claimed from the surety, he was not acting in the character of an official assignee, or as an employee of the Crown or public officer, in which capacity only the defendants by their bond became responsible for his acts. That on the 9th of May, 1876, Doutre was appointed assignee for the creditors, and thereby ceased to act as an official assignee, and from that date the surety became freed from any liability for the future as to any acts or defaults of Doutre subsequent to that date.

TORRANCE, J. It is admitted that the indebtedness of Doutre arose after the 9th May, 1876, that is, after his appointment as creditors' assignee. In *Delisle et al.* v. *Letourneux*, Mr. Justice Johnson has already held (3 Legal News, pp. 207-8,) that the bond covered the defaults of the official assignee when acting as assignee of the creditors. On the other hand it has been held by Chief Justice Hagarty that the bond did not cover defaults of the creditors' assignee. The ordinary rule is that the obligation of the surety is *strictissimi juris, et non extenditur de persona ad personam.* If the case came up for the first time, the Court might possibly apply these rules in the present case, but the only reported judgment is that of Mr. Justice Johnson in this Court, and I deem it right to follow the case of *Delisle et al.* v. *Letourneux* until reversed by a higher court.

Judgment for plaintiff.

R. & L. Laflamme for plaintiff.
J. C. Hatton for defendants.

SUPERIOR COURT.

MONTREAL, Feb. 24, 1881.

Before TORRANCE, J.

TRENHOLM v. MILLS.

Damages—Dogs killed while trespassing.

TORRANCE, J. This was an action of damages by a farmer against his neighbor: 1st, for having shot a dog of his in August, 1879; 2nd, for having shot another dog of his in June, 1880; and 3rd, for having fired shots into his building. The defendant pleads justification in part, tenders $5 as the value of one dog, and denies the rest of the claim, which is for $20.

The question is one purely of evidence. The Court is of opinion that Mills killed both dogs, and though the dogs were trespassers, he was wrong in taking the law into his own hands. The tender is insufficient. The Court assesses the damages as to the first dog at $20; as to the second dog at $30; and other damages, namely firing shots into the building at $10, making $60 in all.

Maclaren & Leet for plaintiff.
St. Pierre & Scanlan for defendant.

CIRCUIT COURT.

MONTREAL, Feb. 7, 1881.

Before CARON, J.

O'DOWD v. BRUNELLE.

Exemptions from seizure—Ball-dress.

Held, A lady's dress, described in the *procès-verbal* of seizure as a ball-dress, and admitted to be such, is exempt from seizure under art. 556, C. C. P. "The debtor may select and keep from seizure: (2) The ordinary and necessary wearing apparel of himself and his family."

Opposition maintained.

RECENT ONTARIO DECISIONS.

Fire Insurance—Misrepresentation—Incendiarism.—Action on a fire policy dated May 21, 1879, on ordinary contents of a barn, which was at the time of the insurance empty, and on other articles of personal property. In the application for the insurance, dated May 13, 1879, plaintiff answered "No" to the question, "Is there reason to fear incendiarism, or has any threat been made?" At the trial it appeared that one M had threatened to beat the plaintiff, and the latter, being alarmed, had sent for the defendant's agent and had the premises insured, that he would not have insured but for his fear of M., and that he had sat up and watched for a week, and that he believed the premises had been set on fire, and that he had admitted this to an officer of the defendant's after the fire, which occurred Oct. 28, 1869. At the time of