

"Mr. H—was obliged to employ several men who acted as commercial spies upon the debtors of the firm, and gave timely notice of anything approaching to a shut up. On such information being obtained, the measures adopted were stringent and immediate; the debtor was seized before he had the slightest inkling of his roguery having been discovered; his house, goods and chattels were taken possession of by the distraining creditor, and he himself borne off to the palace of justice, where he was immediately made to undergo every torture that human invention could inflict, till he was at length very lothfully forced to confess the exact amount of treasure he possessed, a confession which usually led to the discovery of the rogue having accumulated far greater wealth than what was necessary to liquidate his debts, but which he had skilfully concealed, in the hopes of at some future period being enabled to quit the kingdom with his ill-gotten wealth."

NOTES OF CASES.

SUPERIOR COURT.

Montreal, May 21, 1879.

(In Chambers).

RAINVILLE, J.

MCLAREN V. HALL.

Absent Plaintiff—Art. 160 C. C. P.—Power of Attorney not required where capias issues on Plaintiff's affidavit.

The plaintiff, residing in Ontario, caused the defendant, residing in Montreal, to be arrested on a writ of *capias ad respondendum* issued on the plaintiff's affidavit. The defendant filed a petition for security for costs and for production of power of attorney.

The Court held that, the only reason why a power of attorney is required from a non-resident plaintiff being to show that the suit is authorized by the plaintiff, it is not necessary where the proceedings have been begun upon the plaintiff's affidavit.

Petition granted as to security for costs, but rejected as to power of attorney.

Trenholme & Maclaren for plaintiff.

Kerr & Carter for defendant.

Montreal, April 30, 1879.

JOHNSON, J.

GLOBENSKY V. C. E. T. DE MONTIGNY.

Attorney and Client—Professional Services.

JOHNSON, J. This is an action against the maker of a promissory note amounting to \$218.40 and interest at 8 per cent. Pleas, compensation and extinction of debt by professional services. The evidence shows that services were rendered; and services of considerable value, and they must be paid for. The plaintiff employed two attorneys, Mr. Champagne and the defendant, and he requested Mr. Champagne to secure the defendant's services, which he did; but the Government, which was the unsuccessful party and had to pay the costs, looked on Mr. Champagne as the attorney of the successful party (the plaintiff here), and paid Mr. Champagne and refused to recognize the defendant. I have attentively considered the evidence. Mr. Champagne got some \$300. There is positive evidence that the defendant's services were worth as much. The plaintiff himself, examined as a witness, says that he was astonished to hear that the defendant had an account against him, because he thought he would have been paid by the Government. This is a clear admission of the services, and the client cannot escape from his liability to pay for such services, merely because he cannot recover them from the unsuccessful party. Judging this case strictly by the evidence, the plea of compensation is made out. The courts of this country have in many cases given a recourse to the attorney against his client for his services, and here there is no doubt that the defendant's services, from his position, had a peculiar value; and, more than that, I think I see evidence that this note, which was a renewal of a previous one, was expected by the parties to be paid in this manner. I therefore maintain the plea to the extent of the action, which is in consequence dismissed with costs.

De Bellefeuille & Turgeon for plaintiff.

Trudel, De Montigny & Charbonneau for defendant.

DUMOULIN V. DUMOULIN et al.

Alimentary Pension—Art. 171, C.C.

JOHNSON, J. The plaintiff, 86 years old, sues