sufficient that they were made to the general public if the appellant was induced thereby to deposit money in the bank."

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The refusal of the Judicial Committee of the Privy Council to grant leave to appeal in the Glengarry Election Case, though based upon expediency, will probably check any further attempt to bring questions affecting the seats of members of the Canadian House of Commons before the tribunal of final resort. Formerly the Courts had no jurisdiction in these cases. Jurisdiction was conferred upon certain courts by a special Act, by which the House delegated the function formerly exercised by itself, of inquiring into the validity of a return. The decision of the Supreme Court has been obtained in due course, and from this decision there is no appeal. In certain cases the Judicial Committee, representing the Sovereign, by an act of grace, recommend that leave to appeal be granted, but it would be an extreme proceeding to interfere with the exercise of an authority specially delegated by the House of Commons, and affecting solely the right to be a member of that body.

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## CIRCUIT COURT.

HULL (County of Ottawa), March 26, 1888.

*Before* WURTELE, J.

SANCHE v. SABOURIN, and BLONDIN, in warranty.

*Revendication of moveable—Oral evidence.*

HELD:—*That in the case of the attachment in revendication of a moveable, the parties may prove their respective pretensions by oral evidence, whatever may be the value of the moveable attached.*

PER CURIAM:—The plaintiff claims a horse which was in the possession of the defendant, and has attached it in revendication. The defendant answers that he bought the horse from one Blondin, and has called him in warranty. Blondin has contested the principal demand, and pleads that the horse had been the property of his half brother, one Alexandre Dérouin, and had never belonged to the plaintiff, and that he had sold and delivered it, as his brother's mandatory, to the defendant.

The parties, in order to establish their respective pretensions, have adduced oral evidence, but each side has objected to its production by the other.

The weight of the evidence establishes the pretensions of the defendant in warranty, without taking the deposition of Alexandre Dérouin into consideration, as I consider his testimony inadmissible in any event, he, although not a party to the suit, being really the warrantor of the defendant. See Ramsay's Appeal Cases, *verbo* Witness, page 782. The only question to be considered is whether the defendant and his warrantor have the right to prove the ownership of the horse, which exceeds fifty dollars in value, by oral evidence?

The general rule is that matters exceeding fifty dollars in value cannot be proved by oral evidence; but one of the exceptions is when the party claiming could not procure proof in writing. C.C., art. 1233, par 5. Prevôt de la Jannés, Vol. 2, No. 670, gives the general rule and this exception in these words: "Les conventions ne peuvent être "assurées que par l'écriture, et le principe "général de cette matière est que la preuve "par témoins doit être admise dans tous les "cas où il n'a pas été au pouvoir des parties "de se ménager une preuve par écrit, et "qu'elle ne doit point l'être dans tous ceux "où les parties ont pu avoir une preuve par "écrit." The exception in question clearly applies to the case of the ownership of horses and other animals which belong to a person because they are the increase of his stock. The horse in question was foaled on the farm of Alexandre Dérouin, and his ownership can beyond doubt be proved by witnesses. Then in general this exception must apply to moveables in one's possession, as in the habits of our people it is unusual to get and keep a written title for one's ordinary moveable possessions. See Pothier's treatise on Prescription, No. 205.

And in the old jurisprudence of France it was held that in the case of the attachment in revendication of a moveable the parties could, notwithstanding the ordinance, prove their respective pretensions by wit-