

"Doth maintain the same but only for the sum of \$704.06, with interest from the 11th November 1911, and doth order the tiers-saisis in this cause, within eight days from the present judgment, to make a new declaration of the amounts of money which have been earned by the defendant from the date of the seizure in this cause up to the present time, and to pay over to the plaintiff the seizable portion of said wages in deduction of the plaintiff's said claim in principal and interest;

"Seeing, however, that the defendant had failed in his principal contestation of the seizure and only succeed in reducing the amount of the plaintiff's claim, it is ordered that each party shall pay their own costs."

**PRUDENTIAL TRUST COMPANY v. INTERNATIONAL
CONSTRUCTION COMPANY, LAVIGNE, créancier
subrogé, BICKERDIKE, opposant.**

Subrogation légale—Bref d'exécution—Créancier subrogé—Frais distracts—C. civ., art. 1156—C. proc., art. 607, 645.

Un créancier subrogé aux droits de son débiteur, en vertu de la loi, peut, en son propre nom, faire émaner un bref d'exécution contre le débiteur de son cédant; mais il ne peut inclure dans ce bref des frais appartenant aux avocats distrayants.

MM. les juges Fortin, Greenshields et Lamothe.—Cour de revision.—No 2970.—Montréal, 31 janvier 1918.—Perron, Taschereau, Rinfret, Vallée et Genest, avocats du créancier subrogé.—Elliot, David et Mailhot, avocats de l'opposant.