not show a right of action; but because *the evidence and the verdict show that the policy did not cover the loss! That is the sole ground taken in the motion*, and, therefore, I will not look at any other ground—such as the sufficiency of the amendment made at the suggestion of the Court of Appeals. I will not supply a ground that the party refuses to take. There is a consent, however, that the evidence be looked at; but what would be the use of that, under any circumstances, since the only consequence even of finding that the verdict was contrary to evidence would be that the verdict should be set aside, and a new trial granted, neither of which is asked for; but only that the verdict, standing as it does, may be allowed to stand, and judgment, *without new trial*, go for the defendant upon the record as it stands. That appears to me to be plainly impossible in the face of this verdict, which, whether founded on evidence or not, is not asked to be set aside; and, under Article 422, I think judgment must be entered for plaintiff.

As to the consent that the evidence should be looked at, the only consent of record is that of 13th December (the day of trial), and it says that the evidence at the former trial is to serve at that one; and that, upon the final hearing of the cause, the court is to refer to it as explanatory of the verdict to be rendered. That was plainly a consent that the evidence was to be used for legal purposes, not for the purpose of giving the defendants a right to urge what they cannot urge by law: it is a consent merely that the evidence be looked at *pour toutes fins que de droit*, and cannot cover the defendants' adoption of a wrong remedy.

Plaintiff's motion granted. Defendants' motion dismissed with costs.

F. X. Archambault & Co. for plaintiff.

Abbott & Co. for defendants.

SUPERIOR COURT.

MONTREAL, March 17, 1881.

Before SICOTTE, J.

LATOUR v. BRUNELLE, and LARBAU et al., T.S.

Attachment before Judgment—Secreting properties —Compensation of debt with costs.

PER CURIAM. The plaintiff has taken an attachment before judgment for the payment of his bill as doctor. The amount claimed was $130. The Court on the merits has allowed $12, and has compensated this sum in deduction of costs due to the attorneys of defendant, on the petition to quash the attachment before judgment. The plaintiff's allegations for attachment were, 1st. That defendant was leaving the Province of Quebec to go over to the United States; 2nd. That defendant was secreting her effects, moveables, &c., to defraud her creditors. The first allegation is altogether unfounded. It was alleged in the second, that the concealment consisted in the fact that defendant had sold all her effects, movables, &c., to one Joseph Poirier, some time before the attachment. This sale had been effected for the sum of $2000, which had been handed over to some of the defendant's privileged creditors who were holding these effects, movables, &c., in virtue of executions, when this sale took place. The sale was a public one, and the plaintiff has failed to prove any fraud. The Court is of opinion that this sale was regular and was a *bona fide* transaction, from which the defendant derives no personal profit. The attachment is quashed. The judgment of the Court is as follows:

"La Cour, etc.:

"Considérant que l'action est dirigée contre la défenderesse, comme la veuve de Gonzalve Doutre, pour soins et remèdes fournis à ce dernier, et pour soins et remèdes fournis à la défenderesse depuis la mort de son mari;

"Considérant qu'il est constant, que le demandeur, par écrit, en date du vingt-six Novembre mil huit cent soixante-et-dix-neuf, s'est obligé de soigner, comme médecin, le dit Gonzalve Doutre et sa famille, moyennant cent piastres par an, payables par trimestre, dont $10 payées à compte du premier trimestre;

"Considérant qu'il est constant que la défenderesse est séparée de biens, d'après ses conventions et stipulations de mariage, avec son mari, et qu'elle n'est pas responsable des dettes de ce dernier;

"Considérant qu'il est constant que depuis la mort de son mari, le demandeur a donné des soins et remèdes à la défenderesse, et que la somme de douze piastres est une somme plus que suffisante pour l'indemniser;

"Considérant qu'il est constant que le demandeur n'a jamais fait connaître avant l'action,