arbitrators, viz., the amount of compensation due to the Appellants under the fourth head of their claim.

This being their Lordships' view, they think that the decision of the Court of Queen's Bench, which annulled and set aside the award as invalid on the face of it, is correct. They have come to that conclusion with considerable regret, because they feel that the Appellants were entitled to a fair compensation for the expropriation of their quarry, and that now, after a vast amount of expensive litigation, they are as far as ever from receiving that compensation. Their Lordships do not say that the fault is wholly that of the Company or wholly that of the Appellants; but the lamentable result remains, and they can only express their hope that in some way or another means will be found to give the Appellants a fair compensation for the expropriation of their quarry, and for the damages which they have sustained thereby. Their Lordships, however, can but decide this question on its legal merits, and they feel that it is of great importance that arbitrators, with the large power given to them by "the Railway Act, 1868," should be kept within the limits of their authority.

The conclusion to which their Lordships have come seems to dispose, not only of the first appeal, but of most of the other questions raised on the record.

SUPERIOR COURT.

[In Insolvency.]

MONTREAL, March 31, 1880.

In re ELMIRE GARON, insolvent, GARON, claimant, and GLOBENSKY, assignee, contesting.

Insolvent—Notes given on the verge of insolvency —Prescription.

MACKAY, J. The claim was on a note made by the insolvent in favor of her brother seven days before she was put into insolvency. The claim was contested, and it was contended that the note must be held to have been given fraudulently. However, the claimant had proved consideration for the note, namely goods sold, and his claim, therefore, could not be rejected. But as there appeared to be good reason why it should be contested, the claim being founded merely on a note given under suspicious circumstances on the eve of the issuing of the Writ of Attachment and without any statement of cause, the contestation would be dismissed without costs.

In a second case, with the same insolvent, and a sister of the insolvent, claimant, the claim was also contested by the assignee, on the ground that the note was given when the insolvent was utterly insolvent, and that it was, therefore, a nullity. It appeared that the claimant had been in the service of the insolvent as a kind of *commis* and servant from 1871, and had a right to at least $4 per month for services rendered during that time. But all this was prescribed except one year, and, therefore, the claim could not be maintained for more than $48, of which $8, for the last two months, was privileged; costs of contestation against the claimant, for her claim had to be contested and was bad for great part.

Lareau & Lebeuf for claimant.

Mousseau & Archambault for assignee contesting.

SUPERIOR COURT.

MONTREAL, Feb. 26, 1880.

GUERTIN v. NOLAN et al.

Action of damages for illegal proceedings on execution—Not supported by a mere technical irregularity where the opposition to the sale was frivolous.

MACKAY, J. The plaintiff in this case was a farmer of St. Marc, and he sued one Nolan and a bailiff named Pepin, for $399 damages for illegal proceedings on an execution. The plaintiff alleged that Nolan, having a judgment against him, caused an execution to issue, addressed to Pepin, the other defendant, a bailiff; that there was an opposition, and yet the defendant went on and sold the effects seized, including even a cow which was exempt from seizure. The plea was that the plaintiff was a maniac; that defendants had acted in good faith; that plaintiff had long been resisting the defendant's proceedings by frivolous oppositions, that he was at the sale himself, and had consented to the sale of the cow. The judge's order for the sale notwithstanding the opposition, appeared irregular, but the plaintiff's opposition was undoubtedly frivolous and uncalled for. No real injury was done to the plaintiff; his cow would not have been sold,