

# MONTHLY LAW DIGEST AND REPORTER.

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**BANKS AND BANKING—SEE ALSO BILLS AND NOTES 1.**

**1. ATTACHMENT OF DEBTS — RULE 935—GARNISHEE “WITHIN ONTARIO”—BANKING CORPORATIONS — HEAD OFFICE—BRANCHES.**

Canadian banking corporations authorized by Parliament to do business in Ontario, although having their head offices in another Province, are to be deemed resident “within Ontario,” within the meaning of Rule 935, and moneys deposited with them at branches within Ontario may be attached in their hands as debts due to the depositors. *County of Wentworth v. Smith*, Ontario, High Ct. of Justice, in Chambers, Sept. 1893.

**2. SHARES — PLEDGE — POWER OF HUSBAND ACTING AS AGENT FOR HIS WIFE — ARTS. 1301—181—1483—1971 C. C.**

A husband, proved to have had generally no means of his own and having so declared by notarial deed setting out also that all he possessed or might thereafter possess was and should be considered as his wife's property and as having been purchased

with her money, while administering his wife's large fortune under a general power of attorney subscribes bank shares in his own name, the partial payment whereof can be traced as having been made with his wife's money and afterwards transfers the whole of said shares to his wife.

*Held*, that such a transfer is valid and does not fall within the prohibitions contained in articles 1483 and 1301 of the Civil Code. *Jodoin v. Bank of Hochelaga*, Queen's Bench in Appeal 30 Sept. 1893.

*Geoffrion, Dorion & Allan*, for Appellants.

*Beique, Lafontaine Turgeon & Robertson*, for Respondents.

SIR A. LACOSTE, C. J.—The appellants sue the respondent in their quality of testamentary executors of Dame Helene Jodoin, in her lifetime wife of Amable Jodoin, and claim from the bank one hundred shares belonging to the succession of the deceased, which respondent appropriated on the 31st December, 1879; and also the dividends on these shares since the above date, and interest on the dividends, less, however, a note of \$2,000 which they acknowledge they owe respondent. Respondent pleads that the shares were subscribed for and paid by Amable Jodoin, and that the transfer subsequently made to his wife is null and without effect, being prohibited by art. 1483 of the Civil Code, which does not allow a sale from husband to wife, and by art. 1265, which forbids the consorts to confer benefits upon each other *inter vivos* during the marriage. In a second plea, the bank invokes prescription against part of the dividends and interest claimed. Lastly, in a third plea, it alleges that on the 31st December, 1879, when it appropriated the shares, Mr. and Mrs. Jodoin were indebted to the bank in a sum exceeding \$25,000 on promissory notes, for the payment of which the bank had a right of pledge on the shares, and that the shares had been transferred to the bank with the knowledge and consent of Mr. and Mrs.