

A mon avis donc, les dits commissaires ont élu domicile à cette place, et de même qu'ils signifient leurs avis de cette place d'affaires, de même on peut leur en signifier aussi à cette même place d'affaires. Par conséquent la dernière exception est aussi renvoyée.

Doutre & Cie. pour les demandeurs.

De Bellefeuille & Turgeon pour les défendeurs.

(J. J. B.)

COUR DE CIRCUIT.

MONTRÉAL, 9 septembre 1879.

Coram CARON, J.

THOUIN v. ROSAINE, et ARCHAMBAULT, *mis en cause.*

Saisie-gagerie par droit de suite—Délai.

Juge:—Que la saisie-gagerie par droit de suite peut être exercée contre le locataire après les huit jours de son départ, et même après l'expiration du bail, sauf les droits des tiers.

La défenderesse ayant laissé la maison du demandeur le premier de mai, sans payer la balance due sur son loyer, ce dernier fit saisir-gager par droit de suite les effets de la défenderesse, le 27 mai dernier, plus de trois semaines après le départ de la défenderesse. Celle-ci contesta sur le principe qu'il était trop tard; la saisie-arrêt aurait dû être faite dans les huit jours de son départ.

Le demandeur prétendit que vis-à-vis le locataire, la saisie-gagerie pouvait être prise par droit de suite en tout temps. Il cita en ce sens: *Beaudry v. Rodier*, 10 L. C. J.; *Serrurier v. Lagarde et al.*, 13 L. C. J. 252.

La Cour maintint les prétentions du demandeur, et la saisie-gagerie fut déclarée bonne et valable.

Thibault & McGoun pour le demandeur.

Prévost & Préfontaine pour la défenderesse.

(J. J. B.)

THE QUEEN v. DOUTRE.

To the Editor of the LEGAL NEWS:

Sir,—The tone of "R." 's criticisms of the judgment of the Judicial Committee—"flouts, taunts and gibes" I am afraid they will be considered in England) shows at any rate the great difference of opinion in Lower Canada on this subject. "R." seems to me to have entirely missed the point of view

from which their Lordships have looked at the case. If Mr. Doutre's remuneration is to be looked at as would that of a contractor or builder, for instance, it was all important to know if the fixed amount agreed upon with Sir Albert Smith was to be in full, or whether, in a certain contingency at least, it was to be on account. In the one case there would be no occasion to value the services of Mr. Doutre, since the amount would have been expressly fixed by the contract; while there would be in the other, as falling under an implied contract, that whatever the services were worth would be paid.

As to whether the law of Lower Canada is what the Judicial Committee states it to be beyond dispute, if I may venture to say so, I think it was; and I can easily understand that the Counsel of the Crown should have made the admission, if they really made it. But it was clearly a misunderstanding if it was assumed that there was no dispute on the subject in Lower Canada, for according to the jurisprudence of our Court of Appeals, Mr. Doutre would have certainly failed.

What is to be regretted is that the arguments *pro* and *con*, as they have been presented in Lower Canada, should not have been fully considered, or at least expressly passed upon by their Lordships in their written judgment.

Of course the Crown might consider they had no case if the law of Lower Canada applied, and still have been justified in their appeal to England, in the hope that they might succeed under the law of Ontario or of Nova Scotia. It is in connection with the law of these Provinces that their Lordships have alluded to the law of England. In England, solicitors can sue, but on the other hand, they are responsible for their negligence; whereas Counsel cannot sue, but neither can they be sued, either for the advice they give or for what they do or omit to do in the conduct of a case in Court, their irresponsibility in this respect going far beyond the privileges of the advocates in France, as Demolombe at least understands them. It is this complete independence of the Bar in England which some consider a part of the institutions of the country, and a matter of public policy. But, as their Lordships re-