

indebtedness of \$140 for money lent in December last; and the second and third paragraphs of the affidavit were as follows:

"That the defendant has secreted and made away with his property and effects with intent to defraud the plaintiff in particular.

"That the defendant has also absconded from the Province of Quebec and gone to reside in the United States of America, with intent to defraud the said plaintiff in particular."

The defendant's petition set up, among other grounds, that the affidavit was insufficient in law, because the words "has secreted" and "has absconded," without specifying any time, were too indefinite and might mean a secreting and an absconding committed twenty years before the debt sued for was contracted; and, moreover, that these words were not a compliance with the requirements of article 834 C. C. P., which provided for an affidavit establishing that the defendant is absconding or about immediately to leave the province, or is secreting or about immediately to secrete his property.

DOHERTY, J. The affidavit being insufficient in law, and particularly so in the second and third paragraphs referring to secretion and absconding, the conclusions of the defendant's petition are granted; the attachment is therefore quashed and *main-levée* granted to the defendant of the seizure of goods made thereunder, with costs against the plaintiff.

Macmaster, Hutchmson & Weir for the plaintiff.

James Crankshaw for the defendant.  
(J. C.)

#### SUPERIOR COURT.

MONTREAL, March 14, 1884.

Before DOHERTY, J.

BURNETT v. POMEROY et al.

*Saisie-arrêt Conservatoire—Petition to quash.*

An affidavit such as is required by the Code for a *saisie-arrêt conservatoire*, which is a common law process, and cannot be attacked by petition to quash.

The plaintiff sued the defendants for \$174, his charges, as a carrier, for removing and packing furniture and goods in a house occupied by Mrs. Sylvia Smythe, one of the defendants: the plaintiff, while performing the work, being compelled to give up possession of the goods, by guardians appointed under certain executions issued against Mrs. Smythe and opposed by the other defendant, Pomeroy. On the strength of his lien over the goods the plaintiff accompanied his action with a *saisie-arrêt conservatoire*, which the defendants now attacked by petition to quash, upon the grounds (*inter alia*), that the plaintiff had not complied with the requirements of the articles of the Code of Procedure relating to seizures before judgment, and further that the plaintiff had no lien on the goods, and even if he ever had such a lien he had relinquished it by giving up possession. The plaintiff answered that a petition to quash only applied to the special cases of seizure before judgment provided for by the Code, and that a *saisie-arrêt conservatoire* must be met by ordinary pleading; and cited, among other cases, *Trudel v. Trahan et al.*, 7 *Revue Légale*, p. 177 (1874).

DOHERTY, J. This seizure being a *saisie-arrêt conservatoire*, it is not the subject of nor attackable by a petition to quash: and an affidavit such as is required by the Code in matters of *saisie-arrêt* before judgment not being required to support the common law conservatory process taken in this case, the defendant's petition to quash is dismissed with costs.

James Crankshaw for the plaintiff.  
Quinn & Weir for defendants.

(J. C.)

#### COURT OF REVIEW.

MONTREAL, Jan. 31, 1884.

Before JOHNSON, JETTÉ & LORANGER, JJ.

SANCER v. GIRARD.

*Tender as to one branch of demand—Costs.*

The inscription was by the defendant on judgment of the Superior Court, Montreal, Doherty, J., Oct. 13, 1883.