thing as to the danger of the place. Louis Maheu, who had been mayor, said it was possible to put a *garde-fou* there, though there had been none there before, and that since the accident, orders had been given to put one.

Against the claim it was proved that the plaintiff had said that if the reins had been in his hands, the accident would not have happened. He had dropped a piece of iron out of his waggon a few yards below and had got out to recover it, and doing so, had placed the reins in the hands of his nephew who sat by him in the waggon. The horse took fright for some unknown reason, reared and ran over a steep declivity on the side of the road, unprotected by a railing, into the river, where he was drowned. The Court here found no negligence in the driver who was strong and had experience. Even in a case of doubt, Sourdat said as between the individual and the municipality, the liberality should lean in favour of the proprietor. Tom. I, p. 435, n. 433.

The Court of Review was of opinion that a clear case was made out against the municipality, and that it should pay damages assessed at $150, and costs, for the loss of the horse.

J. E. Robidoux, for plaintiff.
L. A. Seers, for defendant.

SUPERIOR COURT.

SHERBROOKE, March 31, 1883.

Before BROOKS, J.

HUDON *et al.* v. RAINEAULD *et al.*

Exception à la forme—Name of defendant.

The action was to set aside a deed of sale by one of the defendants to the female defendant.

An exception *à la forme* was pleaded by the latter on the ground that her name is Henriette Renault Blanchard, and not Henriette Raineauld as described in the writ.

PER CURIAM. The deed which is sought to be set aside was signed by the defendant as Henriette Raineauld. It is an authentic deed. She cannot complain if she is sued under the name she has taken herself in the deed impugned.

Exception dismissed with costs.

L. E. Panneton, for plaintiff.
Bélanger & Vanasse, for defendants.
H. B. Brown, counsel for defendants

SUPERIQR COURT.

SHERBROOKE, March 31, 1883.

Before BROOKS, J.

HUDON *et al.* v. RAINEAULD *et al.*

Exception à la forme—Cancellation of stamps on writ—Hour of service.

To an action to set aside a deed of sale by one of the defendants to his brother, an exception *à la forme* was filed on the ground: 1. That the stamps on the writ were not properly cancelled; 2. That the hour of service was stated by the bailiff to be between two and three of the clock in the afternoon, no precise hour being given.

PER CURIAM. The cancellation of stamps is a matter that interests the Government only. An attorney who has filed his writ with the necessary stamps on it, is not responsible for the irregularity of the Prothonotary in not cancelling the stamps as required by law. The Prothonotary is merely a revenue officer. He collects his fees in stamps, and he owes an account to no one but the Government. The Act 31 Vic., cap. 2, (Quebec) confines the nullity to the want of stamps, not to the want of cancellation. The hour stated is sufficient.

Exception dismissed with costs.

L. E. Panneton, for plaintiffs.
Bélanger & Vanasse, for defendants.
H. B. Brown, counsel for defendants.

SUPERIOR COURT.

MONTREAL, Sept. 5, 1882.

Before JETTÉ, J.

NEWTON v. CRUSE.

Hypothec—Donation.

1. *Where the holder of an hypothecated immoveable is personally liable for the debt, it is no bar to a direct action against the debtor that the creditor has previously obtained a judgment en déclaration d'hypothèque, under which the debtor has abandoned the immoveable; even though the property has not been discussed.*
2. *A donation inter vivos of a sum of money for valuable consideration secured by hypothec, though payable only after the death of the donor, is not invalid as made causâ mortis.*
3. *The creditor can recover by direct action the costs incurred in the hypothecary action as well as his debt.*