

rected against a trustee administering the property under a marriage contract, to have him removed from the position of trustee and to compel him to give an account of his administration.

2. A tutor *ad hoc* may be appointed to represent substitutes who are minors, for the purpose of making such intervention. Art. 269 of the Civil Code is not exclusive of all extension.

RAMSAY, J. This case comes up before us on a very contracted question. The mother of the minors, Young, by her curator, she being interdicted for prodigality, brought an action against respondent to have him removed from the position of Trustee under her marriage contract, and to compel him to give an account of his administration.

The marriage contract created a substitution in favor of her children, and they, being minors, intervene, by appellant, who takes the quality of tutor *ad hoc*, as interested in the result of the litigation. This intervention was met by a demurrer. It is contended that the minors have no interest in the litigation; that they have no right to urge grounds peculiar to themselves in the suit of another, and thirdly, that the appellant has taken a quality to which he has no right.

The argument on the first of the grounds of demurrer, does not apply to the present case. No interest can be more direct than theirs. They desire to have a trustee removed for unfaithful or bad management of his trust, the property of which is substituted in their favour. Being in the suit, they are to urge their own rights, and they cannot be precluded from so doing by an exception that might shut the mouth of the original plaintiff. Art. 154, C. C. P., is express on the point: "Every person interested in the event of a pending suit is entitled to be admitted a party thereto, in order to maintain his rights."

On the third point, the judgment says that Art. 269, C. C. provides for "the only case where a tutor *ad hoc* can be appointed to minors." This may be the interpretation to be given to the article, but certainly the article does not say so.

The argument in support of the judgment seems to be this: the tutor *ad hoc* is only

given to discuss judicially with the tutor, matters in which the tutor is interested. That it is a tutor who should be appointed for any other purpose. I have already pointed out that this is the scope of art. 269, but that there is no reason to make it exclusive of all extension. The words, *ad hoc*, appear to me to signify very little. Ordinarily, one tutor only is named, but two or more may be named, and these are often tutors to a portion of the property to be administered, (Art. 264, C.C. They are then tutors *ad hoc*. A tutor may also be appointed to the person of the minor, and another to the property. The latter is surely *ad hoc*.

Now what have we here—there is no tutor to the person, none is required, but by the same formalities as a tutor is named, a tutor is appointed to the only transaction the minors have.

I see no irregularity or inconvenience in that.

It has been said that the tutorship is *dative*, and that the appointment of a tutor is fixed by the law. I do not see the force of this. I don't remember, if I ever knew how it came about, that under the customs, tutors were only *dative*. As a matter of law, they are all *datives* under the custom of Paris, and the tutor called *ad hoc*, in this instance, was appointed by the court. As a fact, not one minor in a hundred has a tutor given to him. The majority of the court is to reverse.

Judgment reversed, Tessier & Cross, JJ., *diss.*

SUPÉRIOR COURT—MONTREAL.*

Cession volontaire de biens—Effet—Transport subséquent par le débiteur.

JUGÉ:—Bien que la cession volontaire de biens par un débiteur à ses créanciers ne dépouille pas le débiteur de la propriété de ses biens, elle constitue néanmoins en faveur des créanciers un mandat irrévocable qui a pour effet de priver le débiteur du droit de disposer autrement de ce qu'il a ainsi cédé.—*Jacob v. Jacob*, Jetté, J., 17 sept. 1886.

Acte des licences de Québec—Certificat—Confirmation—Conseil municipal.

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