The curator in the case of the abandonment of property, is an officer of the court, and he is, says article 770a. of the code of civil procedure, "subject to the summary "jurisdiction of the court or judge." He is liable under article 2272 of the civil code, to coercive imprisonment for neglect to fulfil his duties or to account for the monies in his hands.

To be appointed curator to the property of a debtor on a judicial abandonment, one must therefore be amenable to the court. The writ of this court for contempt, or for coercive imprisonment does not run outside the province, and to be amenable to the courts of this province, one must be either domiciled, or at least present on its territory. Strangers, that is to say, persons who are not inhabitants of this province, but who reside in another province of the Dominion, are therefore unqualified for the office of curator.

Mr. Larmonth, being a stranger, in the sense just mentioned, is consequently excluded from the curatorship, and cannot be appointed. I therefore reject the motion for his nomination.

Mr. W. Alexander Caldwell, of Montreal, was then proposed and appointed.

N. A. Belcourt, for plaintiff.

J. M. McDougall, for Montreal creditors.

SUPERIOR COURT.

AYLMER, Nov. 20, 1886.

Before WURTELE, J.

MAJOR et vir *v.* MCCLELLAND.

Procedure—C.C.P. 515 — *Security for Costs—Notice.*

HELD:—*That the opposite party is entitled to notice of putting in security for costs, and security put in without notice may be rejected.*

PER CURIAM. On the 25th October, 1886, the plaintiffs were ordered to give security for costs, and, on the 8th November, within the time fixed by the Court, a bond was entered into, but without notice to the defendant. On the 11th November, a notice was served upon the defendant's attorney, informing him that the security had been given.

The defendant objects to the sureties, and now moves that the security given be rejected, inasmuch as it was entered into without previous notice and in the absence of the defendant and of his attorney.

Article 515 of the C. C. P. provides that sureties are offered after notice served upon the opposite party, and article 129 provides that any person under obligation to give security for costs, may at any time, whether the same has been demanded or not, put in such security after one clear day's notice.

It is contended by the plaintiff that this notice to the opposite party is not essential, inasmuch as section 6 of the Act 35 Vict. ch. 6, provides that the delays for filing preliminary exceptions and pleas to the merits, begin to run only from the service upon the defendant's attorney, of a notice informing him that the security has been given.

There is no clashing between these enactments. The defendant has the right to see that sufficient security is given, and to require the sureties to justify; for this purpose notice must be given to him. He may be satisfied with the sureties offered, and consequently may not attend when the security is put in. The law, therefore, provides that the delays for pleading do not begin to run until after the service of a notice that the security has been given.

The motion is granted with costs, and the security put in is rejected, as having been irregularly given; but the delay to put in the security is extended to the 25th November.

N. A. Belcourt, for plaintiff.

Henry Aylen, for defendants.

CIRCUIT COURT.

HULL, District of Ottawa, Nov. 11, 1886.

Before WURTELE, J.

BERTRAND *v.* LABELLE et al.

Jurisdiction of Circuit Court—C.C.P. 1054.

In an action on a promissory note bearing interest from date, where the interest accrued at the date of the institution or service of the action, added to the principal or balance due thereon, forms a sum exceeding $200, the demand is not within the jurisdiction of the Circuit Court.