

leased, when there is a cause for rescision of the lease, &c., or according to the 16th section when there is no lease. Taking these sections together, I think the plaintiff was justified in bringing his action under this act to eject the defendant, when the latter refused to leave after receiving a month's notice.

SMITH, J. It is evident that the relation of landlord and tenant existed between the parties under the 16th section of the act. This settles the whole case. The defendant's engagement and tenancy having terminated at the expiration of the month's notice, he must go out of the premises.

MONK, J., concurred.

Judgment confirmed.

Abbott & Carter, and L. N. Benjamin, for the plaintiff.

Senecal & Ryan, for the defendant.

SUPERIOR COURT.

Dec. 26, 31, 1866.

ROYAL INSURANCE CO. v.

KNAPP AND GRIFFIN.

*Capias founded on illegal holding of property.
—Bonds stolen in a Foreign Country.*

Held, that an affidavit for *capias* alleging that the defendants illegally hold, in Lower Canada, property of the plaintiffs, illegally obtained, is sufficient, and that it is of no importance whether the property was stolen or illegally obtained in Canada or in a foreign country.

The defendants, Frank Knapp and James Griffin, having been arrested under a *capias ad respondendum*, moved to quash. The *capias* was issued at the instance of the Royal Insurance Company, a body politic and corporate, "carrying on the trade and business of insurance at Montreal and elsewhere." The affidavit on which the writ issued was made by H. L. Routh, the legal agent and attorney of the Company, and set out that the defendants "are personally and jointly and severally indebted to the plaintiffs in a sum exceeding £10 stg., to wit, in the sum of \$214,000 U. S. currency, equal to \$155,000 Canada currency, being the amount of the several bonds, coupons of bonds, and securities of the Government of the United States of America,

the property of the said plaintiffs, which they the said defendants illegally obtained possession of on the 10th December, and which they now illegally hold in their possession and under their control at the city of Montreal:

[Here follows the description of the bonds and securities.]

"That deponent hath personally demanded from the defendants the restoration of the said bonds and certificates, but they the defendants have wholly refused to restore the same or any part thereof to the plaintiffs, and they the defendants still retain and secrete the same from the plaintiffs, so that the plaintiffs are wholly unable to revindicate or attach said bonds and certificates.

"That the deponent is credibly informed, hath every reason to believe, and doth in his conscience believe that the said defendants are now immediately about to leave the Province of Canada, and abscond therefrom with intent to defraud their creditors and the Royal Insurance Company in particular, and moreover have secreted and are secreting their property with intent to defraud their creditors, and the said Royal Insurance Company, the plaintiffs in this cause, in particular.

"And for reasons of his belief the deponent avers: That the defendants are citizens and subjects of the United States of America, and are merely here in the city of Montreal temporarily; that they have no domicile in Canada, nor do they own any property in Canada, either personal or real; that deponent hath been informed by John S. Young and John Jourdan, both of New York, police detectives, that the defendants are professional thieves, and immediately about to leave the Province of Canada, without any intention of returning thereto; that deponent hath moreover been informed by Anthony B. McDonald, insurance agent, of New York, that the defendants are possessed of the aforesaid bonds and securities, which they refuse to give up to plaintiffs, or to deponent as plaintiffs' agent, and that the defendants are secreting said bonds and securities, and secretly endeavoring to sell and dispose of the same, and convert the proceeds to their own use and advantage, and that unless the said defendants are arrested under a writ of *capias ad resp.*, the said bonds