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REPORT.

THE COMMITTEE to whom was referred the Returns to Addressess to His Excellency the Governor General, of the 23rd January last, praying for Statements of the Income derived by the Sheriff of the District of Montreal, and by the Crier, and Tipstaff of the Court of Queen's Bench for the said District, for the last five years ;— have agreed to make this their FIRST REPORT :—

COMMITTEE ROOM,
17th April, 1849.

Your Committee, submitting herewith the evidence which they have taken, report herein the points which appear to them the most worthy of the attention of Your Honourable House.

It behoves Your Committee, in the first place, to report that Mr. Sheriff Coffin was the first witness examined, and that at his request, preferred during his examination, Your Committee permitted him to take communication of all the evidence. On the seventh instant it was accordingly placed in his hands for perusal, a fact which he has recorded in his letter to the Chairman, received on the ninth, at noon, hereunto annexed, (marked A.,) and to which Your Committee refer. Mr. Meredith, Queen's Counsel, also spontaneously appeared before Your Committee, not in a professional capacity, as he himself cautiously stated, but in the character of a mere friend, on behalf of Mr. Boston, who was stated to be absent. Mr. Meredith further tendered some testimony, of which he saw fit to transmit the substance to the Chairman, in a letter dated the seventh, but received on the ninth, at four in the afternoon, also hereunto annexed, (and marked B.) Mr. Boston himself, however, called on the ninth instant, and took communication of the evidence. Mr. Coffin was desirous of obtaining, firstly, a copy of the evidence, and secondly, an indefinite delay ; but Your Committee could not accede to either request without foregoing the hope of placing their labours before Your Honourable House during the present Session. The arrival in town of Mr. Boston seems, too, to have removed the ground upon which the application of Mr. Meredith was based, and Your Committee are of opinion, that to have admitted him under the circumstances to give the evidence which he tendered would have been to introduce a bad precedent. Your Committee are, however, relieved of much of the difficulties incident to their position and duties, by the conviction that the Sheriffs have, from the first, been acquainted with the nature of their pro-

ceedings,—that the latter have been perfectly open to their inspection,—and that it was competent to the Sheriffs, had they seen fit, to have interposed either personally or by Attorney.

The Sheriffs of Montreal are by law the Depositories of large sums, the proceeds of levies made under writs of execution, by the sale of chattels as well as of immovables. For reasons to be hereafter stated, the precise amount of these sums could not be accurately ascertained, but they must be very considerable. In relation to this subject, there are two Statutory provisions. The first, being the Act 25 George III, chap. 2, provides for the compensation of the Sheriffs, and permits them to retain, over and above all their disbursements, a sum of 2½ per cent. upon all moneys which they may levy. This percentage is the only profit that the law allows the Sheriffs. But Your Committee have ascertained, and Mr. Coffin, one of the Sheriffs, has admitted, that they make a large annual addition to their income in the shape of interest upon the public funds. The original Sheriffs Returns contained an admission of the fact, and in his personal examination, Mr. Coffin has spontaneously avowed it. On this head, Your Committee are of opinion that such an application of any part of the public funds to the Sheriff's use, was not contemplated by law. If the funds levied be insufficient to meet the demands of the creditors, it is evident that it would be desirable, proper, and necessary, that any addition of which they are susceptible, any interest accruing upon the principal during the pending of the proceedings, should form a part of the debtor's assets, and should be paid over to the creditors. If, on the other hand, the levy be sufficient, the debtor and his family should benefit by the interest accruing upon the sum produced by the sale of his property. These funds are levied by execution upon unsuccessful litigants, upon men involved in hopeless embarrassments, the most unhappy of mankind. And Your Committee invite Your Honourable House to pronounce upon the claim of the Sheriffs, thus to make a profit upon the proceeds of levies,

and to apply that profit to their own use, to the prejudice of parties and creditors.

Secondly.—Mr. Sheriff Coffin has disclosed a fact of an extraordinary nature. It seems that while these gentlemen benefit in one way by interest, they have actually invested a part of the public funds in Bank Stock. They thus purchased Bank Stock with the public funds, and they receive the dividends thereon, but they do not give the public credit for those dividends. On the contrary, they apply those dividends, like the interest, to their own use. It is true that Mr. Coffin attempted to defend that course by alleging that it was pursued solely to ensure the safe keeping of the funds. But surely if the Bank be the only safe custodian, it must be possible to dispense with the Sheriffs, to relieve them of all responsibility, and to place the public funds directly in the keeping of the Banks. Among the advantages of that system, it is manifest that the profit, in the shape of interest and of dividends, would be added to the principal. Thus the creditor, or the debtor himself, as the case might be, both of whom have sacred rights preferable to the claim of the Sheriffs, and which ought not to be lightly defeated, would have the benefit of that interest, and of those dividends, as well as of the two and a half per cent now taken by the Sheriffs. Admitting that their opinion is unfavourable to the claim of the Sheriffs, Your Committee respectfully invite Your Honourable House to decide the question. This, in the opinion of Your Committee, is an objectionable practice, an abuse, for which a remedy should be provided by law, and though Your Committee will not enter into the details of the measure which they would recommend, they deem it fitting to add that they have given the subject some consideration, and that such a measure would be susceptible of no difficulty.

There is, however, another point; it is the question of right set up by the Sheriff to deal or trade with the public funds, in the manner detailed in the evidence of Mr. Coffin. It is manifestly open to grave objections, and the evidence justifies Your Committee in reporting that the unwillingness of Mr. Coffin promptly to satisfy the public creditors, and the illegal and vexatious delays interposed by him, are the result of the above described disposal of the public funds. So long as they retain these funds in their hands, a profit accrues to the Sheriffs, and it is manifest that they had, and have, an interest in disobeying the Orders of the Court, and in resorting, as it is proved that they did resort, to very unjustifiable means, to use moneys which they had no right to receive or hold, as well as to avoid making satisfaction when regularly called upon.

The second Statute relating to the public funds, is the Act 6 Wm. IV., cap. 15. This Act is intended for the public security, as also to afford every individual a cheap and easy mode of ascertaining the precise amount in the hands of Sheriffs. It provides that, "On the first

"juridical day in every Term of the Court of King's Bench, the Sheriffs shall exhibit an accurate and detailed statement, and account upon oath, of all moneys in their hands, by them received as Sheriffs, when, and from whom received, and of all Orders and Judgments directing any moneys to be paid, specifying to whom the same are payable, and to whom paid, and of all moneys remaining unpaid."

From the use of the word "Statement," as well as "Account," and the term "detailed," it is manifest that the law cannot be satisfied by a mere arithmetical sketch. It requires the fullest information, and as time is an important element in all computations, the Sheriffs are bound to specify the period at which each particular sum has come into their hands. There being four Terms of the Court of King's Bench, this statement is to be repeated four times every year.

Your Committee regret to be obliged to report, however, that the Sheriffs have treated these wise provisions of the law with marked contempt. In one word, they have, (Your Committee can scarcely suppose from ignorance,) disobeyed the law. In the first place, it is true that in the year 1847, the Sheriffs fyled four different statements, but those statements are not in the form required by law, and they positively convey no available information whatever. Then, in the year 1848, the Sheriffs did not even prepare the number of statements required by the Statute; on the contrary, they fyled only two instead of four, and those two are as informal, irregular, and unavailable as those fyled by them in the preceding year. Owing to the irregularities and insufficiencies affecting these six Returns, all in the hand-writing of Mr. Coffin, and attested by him, Your Committee have not extended their researches farther.

Your Committee have here to remark that in Lower Canada, for civil purposes, the office of Sheriff is not only unnecessary, but positively mischievous. The Sheriffs themselves never execute a writ, but they receive large fees, while the Bailiffs, who do all the work, necessarily also receive fees. The latter being mere automatons, subject to the patronage of the Sheriff, are not all as respectable, as intelligent, as well informed, as they might be, and lastly they ought to be, and would doubtless be, if they were employed directly by the Bar, without the intervention of the Sheriff. That intervention is founded upon reasons which may at one time have existed, but which exist no longer, and instead of the monopoly enjoyed by the Sheriffs, suitors ought to have the privilege of choosing among numbers of competent and worthy men, who would be found ready to serve the public were an opportunity afforded them. Stimulated by interest, and urged by competition, to acquit themselves in a satisfactory manner of their duties, those men would contribute powerfully to the ends for

which Courts of Justice are established. At present the interposition of the Sheriffs is injurious, not only because they have that monopoly, but because, from their wealth, and their station in life, they can never be expected to promote economy, or personally to take any pains promptly and effectually to satisfy suitors. They are, in fact, above the details of the business of their office. By a fiction somewhat reprehensible, they are daily made to certify that they have themselves executed writs, which is notoriously untrue: but unless it be desirable to give those gentlemen a pretext for claiming the prodigious income which they annually receive, there is no cause for resorting to any fiction whatever. On reference to Mr. Coffin's evidence, it will be found that every writ is entrusted to a Bailiff, every service performed by a Bailiff, and that each of these Bailiffs, having given good and sufficient security, the Sheriffs are not exposed to any danger, and have in fact never suffered any loss. Now, it were surely practicable to make the Bailiffs give security to the public, and to dispense with the circuitous, cumbrous, and expensive course, and machinery, out of which the Sheriffs make so undue a profit.

Though every Defendant, condemned to satisfy his Creditor, is allowed a delay of fifteen days after the date of Judgment, Your Committee are unanimously of opinion that the Sheriffs, who are mere depositaries, have no right to claim any delay whatever. It would seem that but for the use to which they apply the public funds, and the profit which they thereby make, they would have no reason for refusing instant obedience to the Orders of the Court. But whether they be or be not allowed to use the public funds as their own, it is the unanimous opinion of Your Committee that the Sheriffs are bound to satisfy, at sight, every order or judgment of the Court enjoining them to pay.

According to the evidence adduced before them, the duties devolving on the Sheriffs have been negligently and ill performed. Those gentlemen do not reach their office in time; they are both often absent during office hours; they withhold funds which they should pay; they put both Bar and suitors to daily inconvenience and loss. The division and internal arrangements of that office are represented to be not only unusual, but offensive, and the department of Mr. Coffin, who is stated to be the acting and managing partner, is proved to be habitually, and even intentionally, insulting. There is indeed evidently but too much reason to complain, not merely of his unaccommodating and insolent conduct, but of his avidity, verging upon, if it does not quite amount to, extortion.

The enumeration of the duties devolving on the Sheriffs, furnished by Mr. Coffin, is ingenious, but it rests on no solid foundation. In point of fact, excepting only their attendance in Court, and the subscription of their signatures, they themselves perform no single

act. The list furnished by Mr. Coffin is long, but the details are all managed by mere Clerks of ordinary capacity and acquirements. Mr. Coffin has made some parade of the title deeds which he declares the Sheriffs to have been engaged in signing. This is the naked fact, but it is so worded as to imply much more, and he has omitted to state, firstly, that they were not indispensable; and secondly, that the Sheriffs were well paid for so signing them. As it is the Law which grants the title, and not the Sheriff, a copy of the Writ of Execution and Sheriff's Return, at a cost of five shillings, would suffice; but the Sheriff's charge is, in some cases, twenty shillings, in some as much as thirty shillings for a deed. Now, this deed is a mere printed form, applicable to every case. It contains blanks for the name of the cause, of the purchaser, of the description of the property, of the price, and of the dates. As these blanks can be filled, and are always filled up by a mere Clerk, and as the Sheriffs merely subscribe their names, it is quite clear that Mr. Coffin was not justified in laying upon this act all the stress he has done. The same remark would apply to all the official acts enumerated by Mr. Coffin, and it cannot be too often repeated, that the Sheriff's functions, in civil cases, are all much of the same character.

Their income certainly seems to be, even on their own shewing, quite out of all proportion to the services they render, as well as to the circumstances of the country. It is a fact, which was brought by Petition under the notice of the Court in the year 1839, but that Petition was followed by no results, and there is reason to apprehend that, unless Your Honourable House should be pleased to interfere, that income will not be reduced.

Under these circumstances, Your Committee cannot hesitate to conclude that the Sheriffs do not deserve to retain so large an income, wrung, as it is, from the scanty means of the poor and the unfortunate. Your Committee are prepared to maintain, too, that the members of the Profession, the suitors, and the public at large, have an undoubted right not only to expect from every public officer a due degree of readiness and zeal to discharge his duties, but the utmost courtesy.

Your Committee are also of opinion, that the exorbitant and prodigious income of the Crier and Tipstaff should be reduced, and Your Committee are of opinion that £100 per annum for the first, and £75 for the second, would be amply sufficient.

If the excessive emoluments of those parties, as well as of the Sheriffs, were reduced, they might be applied to the erection of a Court-House with great and lasting advantage to the community.

Such are the points upon which Your Honourable House is respectfully invited to determine.

The whole, nevertheless, humbly submitted,
A. GUGY, Chairman.

MINUTES OF EVIDENCE.

TUESDAY, 13th March, 1849.

W. F. Coffin, Esquire, one of the Sheriffs for the District of Montreal, examined:—

1. When were you appointed Joint Sheriff?—In March, 1842.

2. What is the amount of profits that you have received for the year 1848?—The total amount of profits of our office for the year 1848, is £1609 12s. 8d.; that is to say, official emoluments £1165 17s. 4d., amount of salary £111, and amount of interest, &c., £332 15s. 4d.

3. Please to say what *et cætera* signifies?—Dividends on bank stock, amount of interest on deposits, amount of interest on notes which we have received from parties, bearing interest.

4. Under what circumstances have you taken, and do you take notes?—These notes have been taken from purchasers of land sold at Sheriff's sale, as a matter of accommodation to such purchasers.

5. Assuming that you would not of course accommodate parties of whose solvency you entertain the slightest doubt, will you state whether you have made it a rule to accommodate in the manner implied in your last answer?—Certainly not: the rule has been the reverse since I have had the honour to be associated in the Sheriff's Office. From my first entrance into the Sheriff's Office, I have in principle opposed the granting of such accommodation, although the parties asking such accommodation have often been some of the most responsible persons in the District?

6. What is meant, in your third answer, by the words, "Dividends on bank stock?"—have you so invested any portion of the public money? The public moneys are at our risk and at our disposal, so at least we humbly apprehend, and so it has hitherto been understood. A small portion of these public moneys have, for safe keeping, been invested in bank stock.

7. In what bank? and how much?—In the Bank of Montreal, and City Bank. I will bring a statement to-morrow, showing how much Mr. Boston and myself had on the 1st January last, in these banks.

Moneys invested in bank stock, as follows:—

Mr. Boston, Montreal Bank Stock.....	£1343 15 0
Mr. Coffin, do do do.....	£682 10 0
Do City Bank ...	500 0 0
	£1192 10 0
	£2526 5 0

I know of no law, or Ordinance, or custom, or practice, which prescribes, or even suggests, to the Sheriff, the course he ought to pursue in the disposal of these moneys. The only obligation imposed by law upon the Sheriff, is the obligation to pay over all such moneys to the parties thereunto entitled, when lawfully ordered to do so. Indeed, it appears to me that responsibility would be incompatible with restriction. If the Sheriff is to be answerable for the forthcoming of all such moneys at proper place and legal time, he must, as a consequence, be a free agent in disposing of them. If the law compels him to adopt a specified course, it must necessarily relieve him from any responsibility in the event that such course should prove to be a bad one.

The same process of argument extends to the interest or profit, in whatever shape it may accrue,

arising from the safe keeping of such moneys. He may keep them in his chest if he chooses, and derive no pecuniary benefit from their investment; but if the Court House burns, as has been the case, neither the Sheriff nor his sureties could plead such fire, or any other accident as a release from their responsibilities; so in case a bank should fail, the Sheriff must supply the deficiency, or submit to the alternative, go to gaol. If he accepts the peril, he takes the profit with it. I add hereto a copy of a letter deposited by us with the Cashier of the Montreal Bank, relative to the above-mentioned bank stock:—

MONTREAL, 23rd May, 1845.

Sir,—We hereby declare that twenty-five shares of Montreal Bank stock, paid up in full, at a premium of seven and a half per cent per share, being equal in value to a sum of thirteen hundred and forty-three pounds fifteen shillings currency, held in the name of John Boston, Esquire; and twenty-two shares of like Montreal Bank stock, also paid up in full at a premium of seven and a half per cent per share, being equal in value to a sum of eleven hundred and eighty-two pounds ten shillings currency, held in the name of William F. Coffin, Esquire, are, to all intents and purposes, public property, to be accounted for by each of us respectively, in the above proportions and amounts, to the office of Sheriff of Montreal, and that we individually are only entitled to the interest or dividends which may, from time to time, accrue thereupon.

We have the honour to be,

Sir,

Your most obt. servants,

(Signed) JOHN BOSTON.
WILLIAM F. COFFIN.

To the Cashier,
Montreal Bank.

8. What amount of interest or profit do you get on these deposits?—Upon the amount invested in bank stock, we get the dividends, whatever they may be. Upon the amount deposited in the Bank of British North America, in which we place our deposits, they allow us 3 per cent. For our own security, as well as for the security of our sureties and of the public, we place our deposits as widely as is consistent with convenience and safety, in the best monied institutions in this city.

9. Do you consider them safe where they are?—I know of no safer investment or deposit. We generally pay public claims upon us, under judgments or orders of the Court of Queen's Bench, and all other demands upon us in our capacity of Sheriffs, by checks upon the Bank of British North America.

10. Is the Committee to understand that this is a profit which you derive upon the public moneys entrusted to you, over and above the 2½ per cent allowed you by law?—Assuredly.

11. Has any part of this money so derived by you, in the shape of interest and dividends, been returned so as to be distributed among creditors, or part to a plaintiff, or returned to a defendant?—Certainly not.

12. Is the disposal of public moneys based upon any law or rule of practice of the Courts?—No: the course adopted by us in the depositing of this money, has been adopted for the purpose of protecting both ourselves and the public, and to secure profit to ourselves consistent with safety.

13. What functions do you or your partner personally perform as Sheriffs, and please to specify explicitly what acts you yourself perform?—We are compelled to attend day by day, and at all times during the Session of the Court of Queen's Bench, both on the Criminal and Civil side in Superior Term. Within the last few years, we have, under the special instructions of Her Majesty's Government, been compelled in like manner, day by day, and at all times, during the Session of the Court, personally to attend in the Court of Quarter Sessions. We are officers of the Court of Bankruptcy, and as such, are compelled to give our attendance when required; these duties impose the necessity of a constant, if not an unintermitted attendance in our office. One of the two incumbents of the office, receives all moneys which, day by day, and at all times during the day, are paid into the office of the Sheriff, and to make the necessary entries of the same; to convey such moneys to the Bank, and take the usual receipts; to pay all moneys ordered to be paid under orders from the Court of Queen's Bench or judgments; to pay out all the ordinary and daily disbursements of the office, and to sign all warrants, orders, commissions, or other documents, which the Sheriffs of the District issue under their official-signature.

With reference to this question, I beg permission to add certain details to my original reply, which I trust may more fully inform the Committee as to the nature and extent of our duties. To effect this I will endeavour to detail the duties performed within the last three months, say from the 15th December, 1848, up to yesterday, the 15th March, 1849, as nearly as possible.

On or about the 15th December, 1848, we commenced the "detailed statement" presented to the Court of Queen's Bench on the first day of Term, (7th January, 1849) under the provisions of William, IV., cap. 15, sec. 18, to which section we respectfully refer the Committee for the details of the same. This statement would of itself furnish occupation to one person for a fortnight, the time which the law evidently contemplates as necessary for its preparation, as it involves the necessity of running through books and examining judgments. Since my appointment to the office in 1842, up to the opening of the Civil Term Court of Queen's Bench; and during the same (7th to 31st January,) our clerks prepared and we examined and signed about 240 returns. We beg leave to observe, that careful perusal and examination of such returns is indispensable, seeing that a trifling clerical error may involve the Sheriff in the cost and other legal consequences of previous proceedings. During this period also, we received about £3,000 of public moneys, in sums varying from 5s upwards, in silver, notes, and cheques, all of which required counting, receipts to be given for the same, to be entered upon our books, to be taken to the bank by us personally, to be there counted and receipts taken for the same. From the 7th to the 31st January we attended personally the Court of Queen's Bench every day during the Session of the Court, to receive the orders of the Court, surrender of prisoners, &c. On the 10th January, 1849, commenced the Quarter Sessions, at which Court we gave personal attendance day by day during the Session to the 19th, this Court and the Civil Term Queen's Bench sitting simultaneously, having previously prepared the lists of Grand and Petty Jurors, and issued summonses for the same, (for which we receive no compensation); during the same period also, it was necessary to sign deeds of sale of lands, to examine and sign bonds prepared before Notary, to sign Commissions of Bankruptcy, to examine Bailiffs' returns to the same, and to sign our own returns to the same. On the first February commenced the Criminal Term of the Court of Queen's

Bench, which continues for fifteen days. This Court we attended also, personally, during the Session, being called upon to furnish a separate panel for the trial of every individual case. I should have stated that we had also prepared the lists of Grand and Petty Jurors, and issued summonses for the same, without fee or compensation for such duty. During this period of three months we have paid out of our office a sum of £2539 15s 8d currency, in sums from five shillings upwards upon judgments and orders for the distribution of moneys, all of which had to be examined and verified, the authorities under which parties claimed payments to be inquired into, receipts to be prepared and cheques signed, Bailiffs' accounts and printers accounts to be examined and paid. During this period also, we have repeatedly visited the Common Gaol of this District, going through all the wards and inspecting the premises.

14. Referring to the tenour of the last question, please to say whether most of the acts performed nominally by you, are not in fact executed by Bailiffs?—The great proportion of them are executed by Bailiffs. It would be impossible for the Sheriff of such an immense District as Montreal, to execute personally all warrants technically executed by him; practically, and so far as the public is concerned they are executed by him, seeing that he and his securities are responsible for the acts of the Bailiffs.

15. Are the Bailiffs allowed any fees for such acts?—Yes, the principal expense incurred in the employment of Bailiffs is the cost of travel. If the Sheriff could execute personally the duties discharged by the Bailiffs, he would be entitled to similar costs of travel.

16. Do you mean to say that the Bailiff gets no fee?—Yes, he gets a small fee, but the chief expense is the cost of travel, depending of course upon the distance.

17. Is the Committee to understand in one word, that the work is done by Bailiffs, and that in one shape or other they receive remuneration therefor?—The work above referred to is done by Bailiffs and they are paid for it, the Sheriff being responsible for the due and legal performance of such work.

18. Then the emolument allowed you is for responsibility only?—I infer that part of such emolument has been allowed for work, and part for responsibility. I cannot, however, affirm the principle upon which such emoluments have been accorded by the Legislature, or by the rules of practice of Courts of Justice.

19. Did you ever personally execute a warrant or writ of execution?—No, never.

20. Do you claim a delay of 15 days on the presentation to you of a judgment of distribution, or of an order for the payment of money to a successful litigant? We have claimed such delay, but do not, as the Montreal Bar can testify, punctiliously adhere to that rule. The claim has been founded on a belief, an unconfuted belief thus far, of its legality; and of the necessity which exists that the Sheriff should be allowed sufficient time, after the delivery of judgment of distribution into his hands, to examine and compare the same, and to verify the accuracy of their own calculations. We do not make any claim to delay in payment of orders for the distribution of money, let the amount of the same be what they may, the simplicity of the details of such orders enabling us to dispense with any such rule or claim for delay.

21. Can you direct the Committee to the law upon which what you call your unrefuted belief is founded?—The law is in the hands of the lawyers. I presume that if we are wrong, the lawyers would long since have refuted our hitherto unrefuted belief.

22. The Committee is not satisfied with the foregoing answer; please to state distinctly whether you

are guided in that particular by any known law, and what it is?—I cannot, on the spur of the moment, cite any law, but I know there is a rule of practice by which no judgment becomes executory until after a lapse of 15 days, and I conceive that this rule of practice applies as much to judgments of distribution as to any other judgment.

23. Will you be pleased at your earliest convenience to produce and fyle a copy of that rule of practice?—I believe I can produce it, and to the best of my ability, I will.

In answering the above question I was wrong as to the rule of practice, and right as to the law. The practice has always existed and required no confirmation by rule or order of Court. It is an incident of the French law, in force in this part of the Province of Canada, that no judgment becomes executory until after the expiration of fifteen days.

But by the Statute law of this Province, Act 25 Geo. III, cap. 2, sec. 29 introducing appeals, an interval of fifteen days from the rendering of any judgment is the limited period for fying an appeal. Now an appeal will lie as much from a judgment of distribution as from any other judgment, and should the Sheriff divest himself of moneys adjudged under any such judgment of distribution before the fifteen days have expired, he would distribute moneys in anticipation and to the prejudice of any such appellant, and would become thereby personally responsible for the reproduction and repayment of such moneys to the appellant, should appellant succeed in his appeal; such at least is my view of the law.

24. Are not all the Bailiffs whom you employ bound in bonds to you in good and sufficient security for the performance of their duties?—Every Sheriff's Bailiff is bound to the Sheriff in a bond with two sureties, to the extent of £500. This security is ostensibly good and sufficient; we take every precaution to have it so, and yet it may be doubted whether, with all possible precaution, such security, if unfortunately it came to be tested, would prove to be good and sufficient.

25. Who was the Bailiff in the cases cited in your letter of the 5th February to Mr. Secretary Leslie, and did you lose money in consequence of the employment of a Bailiff in any one of these cases?—No, only in the case of Bowman against Dawson No. 1250. I cannot just now state facts with accuracy.

26. Will you be pleased to make the necessary inquiry, and to return hither prepared to state all the facts connected with the cases cited in your said letter to Mr. Secretary Leslie?—I will. The case of Vaneps vs. Platt is one of those cases especially referred to in our official letter to Mr. Secretary Leslie of 5th February, 1849, as involving us in heavy responsibility, in taking bail under *Capias ad respondendum*.

In this instance the defendant appeared in compliance with one of the conditions of the bond. The Court held his appearance to be insufficient. The case remained pending before the Court from the 15th January, 1845, to the 31st of March, 1846, when judgment was rendered against the defendant, who had absconded in the interim, and thereupon the Sheriff was ruled to pay the debt or stand committed for contempt. We paid the debt, and have sued the bail; this action is still undecided. Before it is decided the bail who, up to this time, bear all appearance of being good, may prove to be bad; and it is no disparagement to any bail of whatever standing or respectability, to express an apprehension that in times of commercial difficulty like the present, and especially in Montreal, some doubt may be entertained of their ultimate sufficiency.

To illustrate the process for the information of the Committee, we will state a case. A defendant is arrested on *Capias ad respondendum*, and tenders

bail for his appearance on return of writ. If the Sheriff refuses such bail, he is liable to an action of damages. The best men are doubtful in doubtful times, and yet the expression of a doubt is looked upon as an insult. A strong case would be made out against the public officer of having denied lawful liberty to the subject, by refusing bail to all appearance unimpeachable, and the case would most probably be tried by a Jury of the associates or friends, or of persons of congenial pursuits both to the defendant and bail. Public sympathy would be with the parties, and the chances sorely against the public officer.

On the other hand, suppose the Sheriff takes bail apparently good, and in reality solvent at the time, for the appearance of the defendant on the return day, say three months distant. The Sheriff may feel sure of the sufficiency of such bail for three months, should their sufficiency be challenged within that period; but reasoning from the precarious circumstances of a mercantile community, he would be unwilling to incur a more extensive or indefinite risk. And yet if the defendant fails to appear, the Sheriff is held responsible not only for the sufficiency of the bail at the time when defendant failed to appear, but for the further sufficiency of the bail up to the time when judgment is rendered against defendant; in the case above cited, Vaneps vs. Platt, an interval of fourteen months or thereabouts occurred, but which may vary more or less according to circumstances in every case. But the responsibility of the Sheriff does not cease here; judgment being rendered against defendant, instead of accepting an assignment of bail bond, as heretofore had been the practice, the present practice is for the plaintiff to rule the Sheriff to produce the body of defendant or pay the debt. The debt having been paid by the Sheriff, that officer may then proceed against the bail, upon the bail bond, for the recovery of the amount thereof, risking the failure or insufficiency of the bail during the time which may elapse in the process of a tedious litigation. Thus having taken bail originally for a period of three months, the Sheriff, under the influence of circumstances over which he can exercise no control, is compelled to be responsible for such bail remaining good and solvent during a period of three years and upwards, as in the case of Vaneps vs. Platt, first above cited.

This explanation, detailed as it is, and unavoidably prolix, will perhaps spare me the necessity of occupying the time of the Committee with the details of the other two cases, adverted to in your return to Mr. Secretary Leslie, to wit, Try vs. Daily, and Torrance vs. Scott, further than to say that the first is a case in which we have lost the amount stated from the insufficiency of the Bail, and the second a case wherein the bail demurs to paying the amount of the judgment, leaving thereby the responsibility on the Sheriff.

The case of Durochers vs. Mount is a case of a different description. By the 15th Sect. 41 Geo. III, chap. 7, a Plaintiff purchasing lands sold at his own suit is authorized to retain in his hands so much of the purchase money as may equal the amount of the judgment upon which said lands were sold, giving a bond to the Sheriff in lieu of the price. In the case above cited, through the inadvertence of a clerk, the plaintiff was allowed to give his bond for the whole amount of purchase, which very much exceeded the amount of his judgment, and the Sheriff's return to the Court was a return prejudicial to themselves as well as erroneous, seeing that they returned that they held moneys and not bond; as we could not recede from our return we were compelled to pay the moneys and fall back on the bond, which proved to be valueless.

I would beg leave to observe, in conclusion, that

these cases have been cited by me, not so much to show the amount of losses specially incurred, as to particularize the class of cases to which our responsibility extends, and to call attention to the fact, that cases which have occurred once may and probably will occur again.

MONDAY, 19th March.

W. F. Coffin, Esq, again examined by the Committee.

27. In the case of Bowman vs Dawson, No. 1250, which you cite as an example, in which you paid costs and charges to the extent of £32 8s 2d currency, have you no hope of recovering the amount? please to explain.—I am very sure we have no means of recovering the amount. The lands were seized by one Enoch Holt, a Bailiff of the Court of Queen's Bench, (but not one of ours); he seized the lands of another person by mistake, and thus made us responsible for that amount.

28. Can you inform the Committee as to who employed Holt?—I cannot; we would not employ one who is not bound to us, if we could find one who is bound to us; and our practice has been to allow the attorneys concerned to employ the Bailiffs themselves, in remote parts of the country. In this particular case, I rather think that Holt was employed by the attorney.

29. Can you in a day or two ascertain and state to the Committee, who was the attorney, and who employed Holt?—I will endeavour to do so. The attorneys of record in the case Bowman vs Dawson, were Messrs Fisher and Smith; Mr. Drummond was attorney for the opponent, Buchanan; Holt was employed by Messrs. Fisher and Smith.

30. Are you now ready to answer in detail the 26th question?—I will endeavour to do so on Wednesday next.

FRIDAY, 23rd March.

W. F. Coffin, Esquire, again examined by the Committee.

31. Without reference to probabilities, please to state whether you have suffered loss in any other cases than those which you have just enumerated?—I cannot at the moment recall facts.

32. Have you accounted in detail for all the cases cited in your letter to Mr. Secretary Leslie?—I have.

33. How were you engaged before your appointment as Sheriff?—I am an Advocate by profession, and at the time of my appointment to the office of Sheriff, I held the office of Commissioner of Police for the Province of Canada.

34. Will you favour the Committee with a copy of that Commission?—I will. (See Appendix C.)

35. How long had you been called to the Bar before your appointment as Sheriff?—I think I was called to the Bar in 1836.

36. In how many cases were you engaged before your appointment?—Very few.

37. Had you six?—I was professionally associated with C. R. Ogden, Esq., in the summer of 1838, who was then the Attorney General, and as so associated with him, I had several cases at the Quebec Bar, and I had also several at the Montreal Bar prior to that.

38. Did it occur to you in the case of Durocher against Mount, that the difficulty in which you were placed, is the result of your own mistake?—The difficulty in which we were placed arose from the

mistake of a clerk, which occurred (if I err not) during a pressure of public business. For this mistake we were liable, hence a portion of our responsibilities.

39. Have you in fact lost any thing in the way which you have alluded to?—No, we have not, but we have serious apprehension that we will.

Mr. Coffin handed in the following two memorandums:—

1st. The Committee having expressed its readiness to receive any details as to the operation of law or of forms of law which impose responsibility, and justify the claim to adequate compensation, I would beg leave to call the attention of the Committee to the risk which has been hitherto incurred from the manner in which we have been induced, I may say, from force of circumstances, compelled to execute writs of execution *de bonis*. These writs are of course executable throughout the whole extent of this very extensive District. The execution of them is very often a mere preliminary, but indispensable, from the return being frequently, if not for the most part "*nulla bona*," nothing. Strictly speaking, we ought to execute these writs through our Bailiffs, but as in most cases the probability is, that the proceeds of sale, if any, would not suffice to pay the expenses of a man sent from Montreal to an indefinite distance into the country, we have, to meet the public convenience, and to obviate costs and charges to the parties, been in the habit of confiding our warrant in the writ "*de bonis*" to the Plaintiff's attorney, allowing him to transmit it in the most economical way to the residence of the defendant, and to cause it to be there executed by any Bailiff of the Court of Queen's Bench, whether such Bailiff has given security to the Sheriff or not. We in fact assume a heavy responsibility to convenience the public, for it does occasionally occur that these writs *de bonis* are productive of large sums of money, which the Bailiff, from inexperience, or a hasty desire to perform a duty he does not exactly understand, may pay over to the wrong person, or which, being in no way personally liable to the Sheriff, he may appropriate to his own purposes, or which, from ignorance, he may fail to levy and return in a proper and legal form, in all these cases making the Sheriff responsible and liable for his errors or inadvertency. It is difficult to assign a limit to our liability in this matter, as cases of which we have long since lost sight may at any time be brought up against us. In fact I look upon the responsibility of the Sheriff's office, in these as well as in other cases, to be, in the words of one of the ablest and most respected members of the Montreal Bar "not so much that of which he knows anything as that of which he does not." This gentleman would I am sure, if invited by the Committee, give the benefit of his testimony and of his professional experience to this effect.

2nd. I wish to call the attention of the Committee to the disbursements which we are compelled to make in the matter of printers charges, and to the risks and responsibilities involved therein. In the execution of writs *de terris*, writs against lands, it has been the practice in the Sheriff's office, from a period antecedent to my association in it, when the seizure has been made and the property so seized is so far known as to be capable of description, to send such description, in compliance with the law, to the *Quebec Official Gazette*, for publication previous to sale. The publications continue during a period of four months, and the expense is charged against the office of Sheriff. The printer of the *Quebec Official Gazette* sends in his bill for payment every three months, and up to a late period, has been paid in full upon a simple verification of the fact that the publications charged had been made under our instruc-

tions. We, however, can only be reimbursed our disbursements after the land has been sold and the price thereof realized. The costs and charges of the sale are deducted from the amount so realized. But it often occurs that the sale does not take place, that the plaintiff's attorney suspends the sale, or proceedings are stopped by opposition, which in the not unusual process of tedious litigation may remain undecided for years. In these cases, having made the disbursements, we too must await the decision of the Court before we can be reimbursed or reimburse ourselves. The effect of this practice has been, until within the last few months, to make the public our debtor to the extent of some £450 and upwards. Within the last year or fifteen months, we have adopted a different course, and have declined paying the printers except in cases wherein the sale has been made and money realized, or wherein, in the case of suspension, the costs have been paid to us. Thus far the printer of the *Quebec Gazette* has acquiesced in this course, from an assurance, or an impression of assurance, that the deduction of the unpaid cases is only a delay, that the arrears, in the course of time, will be paid to us and handed over to him, but if any sudden change takes place in his office, as appears just now to be contemplated by the Legislature, the question may and possibly will be raised by him, or his representatives, as to our immediate liability towards him, to an amount, I should say at this moment, of at least £250 currency. I wish the Committee to understand that I do not complain of these responsibilities. As far as I am concerned, I assumed them with the emoluments of the office; I only cite them to show that responsibilities do exist, and that these responsibilities are conducive to the convenience of the public.

SATURDAY, 31st March.

René Auguste Richard Hubert, Esq., Advocate, examined:—

40. Can you give to the Committee any information on the subject referred to them?—I know that when parties have recovered judgment, and presented themselves at the Sheriff's office with their rules of Court, ordering the said Sheriffs to pay them the amounts allowed them by the Court, they have been put off by them to some later period. This has very frequently happened,—it is a notorious fact, that in all distributions the Sheriffs invariably insist on their right to a delay of fifteen days from the parties collocated; whether they come from a distance or reside near, it matters not. These gentlemen have made arrangements with each other, in consequence of which Mr. Boston never pays; he may be in the office, but it matters not, and if Mr. Coffin is out of the way, one must either wait or return another time, for Mr. Coffin alone is the cashier. It is certain that both these gentlemen are very frequently absent from their office, nor do they ever get there before eleven o'clock in the morning, I have even known Mr. Boston to be absent at his Seignior, while Mr. Coffin was at Boston, in the United States. This state of things has been a source of great inconvenience to parties engaged in lawsuits, particularly those residing in the country; there is not, however, the slightest chance of obtaining justice from the Court, for this reason, amongst others, that the distributions being made at the end of the Term, can only be presented to the Sheriffs during the Vacation; now there is no means of applying to the Court out of Term, and parties having to wait during three months, are obliged to submit to the Sheriffs. These gentlemen have also the means of retaining in their hands, the funds of private indi-

viduals. It appears that the Sheriffs are even interested in doing so, for they receive interest on these funds as long as they retain them in this manner; I have not the slightest doubt that the Sheriffs could advantageously be dispensed with in all civil matters. We have, it is true, two officers, but there is really but one Sheriff, for Mr. Boston appears to be completely under the control of Mr. Coffin, and interferes very little in the business of the office.

David Rochon, Esq., Advocate, examined.

41. Can you give the Committee any information relative to the Sheriff's office?—I was employed in the Sheriff's office previous to the appointment of Mr. Coffin, and continued in that office until about eighteen months ago. I cannot say that these gentlemen were very punctual in their attendance at the office. They were sometimes both absent during office hours; they often came to the office at eleven o'clock in the morning; I think the public must sometimes have suffered from their absence. Mr. Boston, however, came earlier than Mr. Coffin.

According to the rules of practice, the office should be kept open from 10 o'clock A. M., until 4 P. M. in Vacation; during Term it should be kept open from 8 A. M., to 6 P. M. These gentlemen had made an arrangement together, by which Mr. Coffin alone had the management of the moneys. Mr. Coffin's absence from office was therefore more felt than Mr. Boston's—for even when the latter was present, the judgments of distribution could not be paid unless Mr. Coffin was present. I have frequently heard complaints made in my presence of the delay required by the Sheriffs before satisfying the judgments of distribution. The reason Mr. Coffin gave was that he was obliged to examine the judgments before he could pay the different sums allowed; judgments sometimes came in requiring very minute examination, and I remember that, from not having examined with sufficient care a judgment of distribution that came in, the Sheriff once paid a sum which was not due. I do not recollect whether any complaints were made against Mr. Boston, individually. As to the Sheriff's returns now before the House, I cannot say whether they are correct or not, except that the amount of moneys mentioned in the account annexed to the return appears to me rather low; I must, however, say, that if it is not correct, it must be through an involuntary error on the part of the Sheriff.

A. D. Dorval, Esq., examined.

42. Can you furnish this Committee with any information on the subject referred to them?—I do not believe that the duties of the Sheriff are correctly fulfilled, and I will state a case, to prove how much the public suffer. In the case of "*Beaudry versus Trudeau*," and four opposants, judgment of distribution was rendered in January 1847; as usual a great deal of time was taken in preparing it at the Prothonotary's office, and the Sheriffs had had it several days in their hands, when I sent for my clients the four opposants, from the country, to receive the amounts for which they were respectively collocated. We went to the Sheriffs office and I addressed myself to Mr. Coffin in the name of the parties then with me, and requested him to pay them the amounts they were entitled to; Mr. Coffin told me plainly, that he had not time to pay them then, and put them off for eight days, the opposants are from St. Sulpice, and they were obliged to go home and return again. It is a pity that Mr. Coffin's manner and tone, cannot be described on paper, they were very

offensive and grossly insulting to me. My clients were paid on their second journey to town.

Charles Drolet, Esq., Advocate, called in, and examined :

43. Can you give to the Committee any information upon the subject of reference?—These Sheriffs do not appear to me to devote that attention to their duties which the public has a right to expect from them; they are often both absent at the same time during business hours. I have also repeatedly called before eleven in the morning, and never found either of them in their office, nor do I believe that they ever attend until after that hour. I would state also that in that office the public are not treated with that courtesy to which they are entitled, nor has the appointment of a second Sheriff been attended with any of those advantages that might have been, and perhaps were expected. On the contrary, since that appointment, both of them have been very lax in the performance of their functions. It would appear indeed that Mr. Boston transacts in that office only his own private business, and that Mr. Coffin is exclusively charged with the public business. On application to Mr. Boston upon any subject, however simple, he has invariably referred me to Mr. Coffin, and in money matters Mr. Boston never interferes. He seems entirely to submit to Mr. Coffin, and as to that important branch of the Sheriff's business, we have in fact but one officer. This creates great inconvenience to the public, for Mr. Coffin resides out of town, and is seldom at his office in the morning before eleven or twelve at noon, and very often not at all. I have called with clients for money, and been told Mr. Boston was out of town, and that Mr. Coffin had not come in. I have repeatedly returned during the day in the hopes of seeing Mr. Coffin, but in vain. I cite the case of Mr. Bonneau, of Laprairie, as an example. In this case, as in many others, I had called after the expiration of the fifteen days of delay which they unjustly claim before paying deposits in their hands. A poor blind man from St. Cesaire, led in by another, came to the Sheriff's office for some three or four pounds for which he had the order of the Court upon the Sheriffs, but both the Sheriffs being absent this man could not be paid. Mr. Kureczyn, a clerk in the Sheriff's office, wishing to spare the man a detention over night in town, begged of Mr. Monk, one of the Prothonotaries, to lend him the money, but unfortunately could not obtain it. This man was not my client; it was only by accident that I witnessed the fact. To exhibit the spirit in which the Sheriffs act, I shall cite the case of Mrs. Langlois, who was my client. Being ill-treated by her husband she obtained a separation, and upon the sale of the husband's effects the proceeds were to be paid to her, less the costs. Her claim being established by the *notary practician*, she bought in almost all, and under these circumstances she did not pay the price in cash, but gave to the Sheriff's the most undoubted security to pay. This was to cover the possibility of oppositions adverse to her being fyled. However, none were fyled, and the Court ordered the proceeds to be paid to her. When she presented her order to the Sheriffs to be exchanged for the bail bond, Mr. Coffin affected to consider that he had lent her money, and he charged her (over and above all fees incident to the bond) the sum of thirteen shillings and ninepence currency, or thereabouts, for interest, as if he had lent her the money, which he had not. The Sheriff also, having the patronage of the bailiffs (which the bar should have), put the parties to great expence, which might be saved upon executions. In some cases I have known enormous unnecessary expenses incurred by

the Sheriffs, as much as one-fourth of the proceeds of the sale has been thus absorbed. I can cite a case; it is that of Titus and Layin, St. John's. I have been told that as much as seventy pounds of expenses has been incurred for selling a piece of property. This might be done much cheaper, if the Sheriff did not interfere or could be dispensed with.

The kind of bar and box, with a sliding pannel, behind which Mr. Coffin places himself in the Sheriff's office, is always ridiculous, and sometimes offensive,

It is my opinion that the crier and tipstuffs are most unreasonably and exorbitantly paid. I know from the latter himself that he has made in some years as much as seven hundred pounds; whereas seventy-five pounds would be enough for such a man in a purely menial office, and at the utmost the crier might have a hundred and twenty-five pounds to pay these salaries.

The public is taxed five shillings on every writ, and large sums upon judgments of distribution for the payment of moneys; they also get a shilling upon every witness examined in Court.

TUESDAY, 3rd April, 1849.

J. Romuald Cherrier, Esq., examined :—

44. Can you give any information to this Committee respecting the Sheriff's Office?—In the cause, No. 122, of Jean Baptiste Cadieux dit St. Pierre, and divers opposants, the Sheriff had sold three lots of ground, and returned into Court, on the 17th October last, a sum of £72 6s. 6d. currency, as being the amount derived from the sale of the Lots Nos. 2 and 3, and had made out a return of *folle enchere* against one Ambroise Pelletier, who had bought the lot No. 1, for the sum of £43 currency. I represented three privileged creditors, opposants in the said cause, and who, together, were to have the greatest portion of the money returned, in part payment of the amounts due them. My clients, consequently, were interested in there being only one judgment of distribution in order to avoid costs. I fyled, on the 16th October last, in the office of the Prothonotary of the Court of Queen's Bench for this District, during the sitting of the Court, a motion *de droit*, upon which a rule of the said Court intervened the same day, authorizing the Sheriff to withdraw his first return, and to add thereto immediately a supplementary return of the amount derived from the sale of the said lot No. 1, which had been paid, in the interval, by the purchaser. I immediately took the said rule to the Sheriff's Office, and one of the Clerks thereupon prepared the supplementary return in question, dated 16th October last, in conformity with the said rule, but when it was presented to be signed, to William Foster Coffin, Esquire, one of the Sheriffs, he went off to the Prothonotary's Office, and reproached them severely for having issued the said rule on a motion which had not been directly made to the Court. The Prothonotaries having replied to him that the motion and rule were *de droit*, according to the ordinary practice of the Court, the said W. F. Coffin, Esquire, persisted in his refusal to conform thereto, or to make a return as required. To please Mr. Coffin, who had also attempted to reprimand me, pretending that I was wrong in thus acting, and particularly in the hopes of obtaining the distribution of the said moneys in the October term, I next morning renewed the motion in petition before the said Court, which was granted as *de droit*, and I hastened again with the said order to the Sheriff's Office, and begged of him to sign his return, which was already prepared as before mentioned, and to send it immediately to the Prothonotary's Office, as it was the last day, in accordance with the Rules of Practice, for obtaining

judgment of distribution in the said October Term. It was in vain that I renewed my entreaties with his clerks during the whole of the day of the 17th last October, intimating that the strict delay for posting up the said judgment of distribution would expire on that very day. The only answer I could obtain was as follows: that Mr. Coffin had the papers before him, and that he had said that there was no hurry, and that he would make his return when he had time. I therefore left, waiting till Mr. Coffin should be pleased to decide the fate of my judgment of distribution for that Term, or the Term following. I was not deceived in my apprehensions: the return was made one day too late for me to obtain my judgment of distribution in the October Term, that is to say, the 18th of October, and the moneys remained in the hands of the Sheriff without being distributed, until the last January Term, when they were distributed principally to the clients I represented. The moneys would have been distributed in the October Term if the return in question had been made one day sooner, as I had justly demanded. All these facts can be verified by the record in the cause I have just cited.

As to the tone of superiority, and even want of politeness, with which the gentlemen of the bar and other parties are often treated by Mr. Coffin, in the exercise of his duties as Sheriff, I can say that, besides the complaints I have heard made, I was myself treated by him on the above occasion, in a manner that I would not make use of myself towards my equals, nor even towards my inferiors, although I only exercised, for the interests of my clients, a right which was afterwards sanctioned by the Court. I must here, however, do justice to his colleague, Mr. Boston, from whom, as yet, I have received every politeness and attention.

As regards the question to determine how far the office of Sheriff is indispensable in this part of the Province, I must say that I am not competent to the solution of this question, but there is one thing certain, and which no one will gainsay, that if, instead of the system now in force, another less expensive and more expeditious could be substituted, more particularly for the taking in execution of seized debtors, both they and the public in general would gain thereby, in my humble opinion, as far as regards the management of property for the mutual benefit of debtor and creditor. There exist in fact, great abuses in the present system, and here is one which is not the least among them. It is, that the Sheriffs who are in reality but the proxies of the creditor, receive annually for their own profit, independently of the sufficiently high commission allowed to them by law, the interest on considerable sums of money, that which they levy and deposit in banks, in many instances for years together. While the creditor is there waiting for a distribution, which is often retarded for several terms, through dilatoriness or negligence on the part of the public officer, in making his returns to the competent tribunals or through other circumstances, by which the Sheriff at all events, ought not to profit, to the prejudice of the creditor; and this, perhaps, is one of the motives that may help to give us an explanation of the interpretation which the Sheriff gives to judgments of distribution, which he only commences to liquidate a fortnight after they have been fyled in his office, although there is nothing in the tenor of the said judgment of distribution which can give rise to such an interpretation. In speaking of the case of the opposants in question,—I must say that I feel convinced that Mr. Coffin had the intention of depriving them of their judgment of distribution, as well as the intention to insult me; he even intimated to me that I ought to have asked him confidentially, and as a favour, to make the return in question.

Thomas Judah, Esq., Advocate, examined:—

45. Can you give the Committee any information upon the subject referred to them?—I have had during several years daily opportunities of knowing how the public business is transacted in the Sheriff's Office. These officers are very often both absent;—they always arrive late, and the conduct of one of them, Mr. Coffin, is habitually, and, I think, intentionally, offensive, and even insulting. I understand that by an arrangement made between them, Mr. Coffin has always been the exclusive manager. I will give one instance out of a hundred: I had a judgment against a Mr. Baby, brother-in-law to Mr. Prothonotary Coffin, who is cousin to Mr. Sheriff Coffin. Mr. Baby made an opposition to a writ of execution, which opposition had been dismissed. He subsequently made a second on the same grounds, which was also dismissed. I must also remark that a form of affidavit is in such cases prescribed, and it is so framed as to prevent frivolous oppositions. But to prevent the sale of his effects, Mr. Baby made a third opposition without the affidavit prescribed by the rules, and Mr. Sheriff Coffin evinced a readiness to suspend the sale. I therefore called at the office, with the Rules of Practice in my hand, to show the particular rule to Mr. Coffin, but he would not look at it: he cut me short, though I spoke most civilly, and slammed the door in my face, not only in a rude manner, but with the most marked intention to insult me. Eventually, the third opposition was dismissed with costs. As Mr. Baby was insolvent, this was no consolation to my client, for he not only had to wait for the money for which the writ had issued, but had to pay costs. I obtained a rule, it is true, against the Sheriff, founded on these facts, but, as usual, my rule was dismissed with costs. The Sheriffs are proverbially great favourites with the Court, and no one can succeed against them. Each opposition cost my client about nine pounds of costs. This was a consequence of Mr. Coffin's conduct; but what is worse, on each writ of execution he insisted on having his fees paid in advance, so that he managed to get three sets of fees, when, if he had done his duty, he would only have had one. I mean to say, that the second opposition was dismissed because of the insufficiency of the affidavit, and the third opposition was fyled without any affidavit whatever. If writs were addressed to bailiffs, I have no doubt that justice, in such cases, would be impartially administered. In the Sheriff's Office there is a sort of bar, such as are seen in low taverns, and Mr. Coffin has a sliding panel, which he opens and shuts at pleasure. The gentlemen of the profession are thus kept waiting outside, mixed up with the Sheriff's servants; and the whole appearance of the place, as well as the mode of transacting the business, is very offensive to gentlemen who are Mr. Coffin's equals, if not his superiors. I have often called on official business when Mr. Coffin has been inside engaged in conversing on topics interesting to himself, as, for instance, upon railroads. I have had orders for money, and have had to wait, and to return, and have thus been put to great inconvenience and loss of time, because Mr. Coffin could not be disturbed. Mr. Coffin's clerks stand in such dread of him that not one would dare to interrupt him under any circumstances. It is due to Mr. Boston to say that he has always been personally mild and civil.

Referring to the affidavit which should have been appended to Mr. Baby's opposition, and which was not; I have to add, that the rule is so worded, that according to its letter, as well as according to its spirit, the Sheriff should have proceeded to sell in despite of Mr. Baby's opposition. It is also worthy of note, that my motion to dismiss the opposition was kept under consideration by the Judges during

the whole Term. It was made on the first day, and the opposition was dismissed on the last; the Judges thus taking the whole Term to determine a question which should not have occupied them above five minutes.

Alexis Giard, Esq., Advocate, examined:—

46. Can you give any information to this Committee on the subject referred to it?—In the case of *Leste vs. Loric*, in which I acted for the plaintiff, I placed a writ of execution in the hands of the Sheriffs; they did not seize under it because the defendant paid without any sale taking place. On these grounds, the Sheriffs ought not to have 2½ per cent, because there was no sale; they ought not either to receive the proceeds, nor still less to retain them in their hands. In this case the bailiff who received the money ought to have been sent with it to the plaintiff to pay him. Nevertheless, the Sheriffs took the money, and paid themselves their 2½ per cent. When I went with the plaintiff to ask for the money, Mr. Boston referred me to Mr. Coffin, who refused to pay,—he made his return in the Court, and made the plaintiff wait about six weeks. I must add, that about the same time he paid a sum of money in a similar circumstance to Mr. Dumas, a member of your Committee, which induced me to think that Mr. Coffin did not act through ignorance; this fact was told me by Mr. Dumas himself.

The *Chairman* gives the following statement to the Committee:—

In August, 1839, I felt the fees and emoluments of the Sheriff to be so oppressive, that for their reduction I presented to the Court a Petition, which I submit herewith. The Court took not the least notice of it; the subject was not even mentioned by any one of the Judges, and the fees remaining the same, the income was eventually found to be too large for one person. Some three or four years afterwards, (as I heard and believe, because the income was too large for one person,) Mr. Coffin, a gentleman who had not been long at the bar, who cannot say that he had even six causes; and who, if I mistake not, had not many more than two, was promoted over the whole profession, and joined in the commission with Mr. Boston. It appears to me that it would have been better to have reduced the income one half, than to have named a second Sheriff because the income was too large for one. I wish to add, that it is extremely inconvenient and unpleasant to have any business with the Sheriffs; for my part I very seldom can find them in their office, Mr. Boston being very frequently at his seignior, and Mr. Coffin said to be engaged at the Railroad office; I have also very frequently witnessed their being called for in Court without success. In that office, to my certain knowledge, as far as my observation extends, no attention is paid to the wants of the suitors; Mr. Coffin, who seems to be the managing partner, either does not know or choose to know anybody, and I have known him to refuse as bail for about £70, a man worth two or three thousand pounds; he is not only unaccommodating, but his deportment as a public officer is very offensive. I do not enter into the causes, but I venture to remark that it seems to me to be inexpedient that a subordinate officer like the Sheriff should so rapidly acquire wealth, as to be in that particular immediately placed above the bar. That they possess great wealth, and that it has affected Mr. Coffin's conduct is, I think, unquestionable.

In all those arrangements too, incident to process *in rem*, as for instance a *saisie conservatoire*, on pretext of their responsibility, the Sheriffs will interfere, but they cannot stoop to take measures to do the

work promptly and effectually, nor yet to promote economy.—Dealing with the funds of others, they can lose nothing, and they know it; but if the plaintiff were allowed to choose his own officer, the latter would be responsible, would find it for his own interest to be efficient and to study economy, as it would secure him a preference. The Sheriffs possess, in fact, an odious monopoly, enjoying an immense income, without any other labour than what is necessary for the receipt and investment of it, and without any real responsibility whatever. Most of their duties are also very negligently performed, that of preparing Jury lists is one; thus out of 24 names in one list, nine had been absent or dead, some for a length of time,—one man had been dead three years, and a man well known to all the world was not summoned because the Sheriff did not choose to know him, or would not condescend to interfere. This occurred in a case of my own, delay and costs followed, and I could get no satisfaction, and the rule which I obtained, to make the Sheriffs pay the costs of their own negligence, was discharged.

In the forty-eight names composing a Jury list, the same name would be sometimes found down twice, described in one place as his place of residence, and in a second as his place of business. In another case in which I am concerned, this has been one of the grounds for demanding a new trial.

The kind of bar behind which they sit in their office, coupled with other circumstances, is not pleasant, and the wicket with a sliding pannel, which Mr. Coffin draws or closes at pleasure, while the gentlemen of the bar are kept standing, waiting his pleasure outside, certainly savours of indignity.

To the Honourable the Justices of Her Majesty's Court of King's Bench for the District of Montreal.

The Petition of Bartholemew Conrad Augustus Gagy, Esquire,

RESPECTFULLY SHEWETH:—

That in common with all Her Majesty's subjects, and more particularly as a suitor before this Court, Your Petitioner has an interest in the reduction of such of the fees of the officers of the Court as may be exorbitant.

That for some years at least, those of the Sheriff of this District have been admitted, not only by the community at large, but by the Legislative bodies, and as Your Petitioner is informed and believes, even by this Court, to be unreasonably high, and that Your Petitioner has greatly suffered in consequence.

That they have been generally understood to amount to upwards of two thousand pounds, a sum not only much beyond the means of the country, and out of all proportion with the incomes of professional men of talent, learning, and industry, but unquestionably four times more than a just compensation for duties, most of which are purely mechanical, or performed by the printer, or by officers of the lowest class.

That during the suspension of the constitution, Your Petitioner submits, that it is the duty of this tribunal not only to protect the Queen's faithful lieges, but to exclude the possibility of a pretext for complaint and disaffection, by redressing a grievance which has been widely felt.

That Your Petitioner, relying not only on your sense of justice and of sound policy, but on a distinct pledge, which this Court is understood to have long since given, confidently appeals to Your Honours for the reduction of these extravagant fees, more particularly as the length of the present vacation will afford abundant leisure for the purpose.

And Your Petitioner, as in duty bound, will ever pray.

A. GAGY.

(Signed,) RICHARD D. JACKSON.

PROVINCE OF }
LOWER CANADA. }[L.S.] Victoria, by the Grace of God, of the United
Kingdom of Great Britain and Ireland,
Queen, Defender of the Faith.To all to whom these presents shall come, or whom
the same may concern,

GREETING :

WHEREAS in and by a certain Ordinance of the Governor of Our said Province of Lower Canada, and of the Special Council, for the affairs thereof, made and passed in the Session thereof held in the third and fourth years of Our Reign, and intitled "An Ordinance to repeal certain parts of "an Ordinance therein mentioned, and to amend "certain other parts of the said Ordinance, and "to amend certain parts of another Ordinance therein mentioned, and to make further provision for "establishing and maintaining an efficient system of "Police in the Cities of Quebec and Montreal, and "the Town and Borough of Three Rivers," it is among other things enacted, that it shall be lawful for the Governor of our said Province to nominate and appoint a fit and proper person to be Commissioner of Police for the Province of Lower Canada, to have, hold, exercise, and discharge certain powers, authority, and duties in the said Ordinance set forth, expressed, and contained, and thereby vested in such Commissioner of Police.

Now, know ye, that reposing full trust and confidence in the loyalty, integrity, fitness, and capacity of William Foster Coffin, of the City of Montreal, Esquire, We have nominated and appointed, and by these Our Letters Patent do nominate and appoint the said William Foster Coffin to be Commissioner of Police for the Province of Lower Canada, and to have, hold, exercise, and discharge all and singular the powers, authority, and duties in the said Ordinance expressed, contained, and set forth, and thereby or by law vested in such Commissioner of Police for the Province of Lower Canada.

To have and to hold unto him the said William Foster Coffin, the said Office of Commissioner of Police for the said Province of Lower Canada, with all and singular the rights, powers, authority, and emoluments to the said office appertaining or in any wise belonging, under the said Ordinance or by law, for and during Our Royal pleasure, and the residence of the said William Foster Coffin within our said Province; subject always to all and every the conditions, enactments, requirements, and provisions of the said Ordinance, or of the law, touching or concerning the said Office.

IN TESTIMONY WHEREOF we have caused these Our Letters to be made patent, and the Great Seal of Our said Province of Lower Canada to be hereunto affixed.

WITNESS Our trusty and well beloved Sir Richard Downes Jackson, Knight Commander of the Most Honourable Military Order of the Bath, Administrator of the Government of Our Province of Lower Canada, and Commander of Our Forces in British North America, at Our Castle of St. Lewis, in Our City of Quebec, in Our said Province of Lower Canada, the eighth day of July, in the year of Our Lord one thousand eight hundred and forty, and in the fourth year of Our Reign.

(Signed,) D. DALY,
Secretary.SATURDAY NIGHT,
7th April, 1849.

SIR,—By permission of the Committee appointed to inquire into the returns of the Sheriff of Montreal, of which you are Chairman, I perused in the Committee Room the evidence which has been taken by the Committee since I had last the honour to appear before it.

In requesting this permission from you personally, in the lobby of the House this evening, I stated to you the facts, first, that my associate in office, Mr. Boston, was not in Montreal, having been sent upon public business to the United States by Her Majesty's Government; and, secondly, that in consequence of his absence, my personal attendance in Court or in my office during this week, from 10 A. M. to 6, P. M. in accordance with the Rules of Practice, had precluded me from taking communication of this evidence during that time.

For the correctness of the latter part of this statement, I can, with confidence, appeal to yourself from your familiarity with the details and duties of the office of Sheriff, and from the circumstance that your own constant attendance in Court, during the week, cannot but have brought mine under your notice.

I beg leave now to state that the evidence above referred to, being that of five or six members of the Montreal Bar, contains imputations affecting seriously the office I have the honour to hold, and myself individually; and I do not hesitate to express my conviction that there is no part of such evidence, so far at least as a cursory perusal has enabled me to judge of it, which with time and opportunity, I shall not be able either to refute entirely or explain satisfactorily.

I have, therefore, to request most respectfully that the Committee will be pleased to suspend further action on the said evidence until I am furnished with a transcript thereof, which I pray may be so ordered, and until I have had an opportunity afforded me of producing evidence in refutation of any charges which may be preferred against me and my office, and further that such postponement may be granted as will admit of the return of Mr. Boston, and enable him to meet any charge or imputations contained in the said evidence which may affect him, either individually or in connection with his office.

I have the honour to be,

Sir,

Your obedient servant,

WILLIAM F. COFFIN,

*Joint Sheriff, Montreal.*Colonel Gagy,
Chairman, &c.

MONTREAL, 7th April, 1849.

SIR,—I now beg leave to inform you and the other honourable gentlemen composing the Committee, before whom I deem it my duty to appear this afternoon, that the evidence which I am prepared to give as to the manner in which the duties of the office of Sheriff have been performed by Messrs. Boston & Coffin is to the following effect: That so far as I have had the means of judging, (and my practice as an advocate of the Montreal Bar has for some years past been very extensive, as I believe is known to some of the members of the Committee), Messrs. Boston & Coffin have faithfully and efficiently performed the duties of their office, from the time they were appointed to it until the present time, and more particularly that I have never known

or heard of an instance of their improperly delaying the payment of any sum of money, which they were required to pay by any judgment or order of the Court.

Mr. Johnson, Q.C., Mr. Rose, Q.C., Mr. Andrews, Mr. Andrew Robertson, Mr. Cross, and Mr. Bethune, who, as advocates enjoying a highly respectable and very extensive practice, have had ample opportunities of forming their opinions on this subject, authorize me to say, as I informed the Committee, that they were ready to be examined before the Committee, if required; and I am now authorized by those gentlemen to say that they are prepared to testify as to the efficient manner in which Messrs. Boston & Coffin have at all times performed their official duties, and especially as to the promptitude with which they have invariably paid all orders or judgments, distributing moneys in their hands. A number of other advocates, holding a high rank in their profession, to whom I have since spoken on the subject, are prepared to give their evidence to the same effect. I may mention the names of Mr. Griffin, Mr. Bleakley, Mr. Mackay, and Mr. George Robertson.

Although I very gratefully acknowledge the courtesy which was extended towards me by you, and the other gentlemen before whom I had the honour of appearing to-day, yet I do not consider it necessary to offer any apology for having so appeared, or for the present letter. As a friend of Mr. Boston, I think it proper that the Committee should be made aware that he is now absent from this Province, on public business connected with his office, and as a lover of justice, I deem it my duty to apprise the Committee that a number of gentlemen, competent to give evidence on the subject of the inquiry now being made by the Committee, are ready to be examined if required.

I have the honour to be,

Sir,

Your very obedt. servt.,

W. C. MEREDITH.

Col. Gagy, M.P.P.,
Chairman.

April 9th.—Since writing the above, I have learned that Mr. Boston returned to this city yesterday.

W. C. M.

RETURN

To an Address from the Honourable the Legislative Assembly to His Excellency the Governor General, of the 23d January ultimo, praying that His Excellency would be pleased to cause to be laid before the House, a Statement in detail of the Income derived by the Sheriff of the District of Montreal in virtue of their office, distinguishing the several sources thereof, and specifying the amount of Public Moneys in their hands, together with profit, in the shape of interest or otherwise, derived by them for the last five years; and accompanied by a copy of certain remarks, in connection with the above, by the Sheriff.

By command,

J. LESLIE,
Secretary.

Secretary's Office,
Montreal, 6th February, 1849.

SHERIFF'S OFFICE,

Montreal, 5th February, 1849.

SIR,—In obedience to the commands of His Excellency the Governor General, we have the honour to transmit, enclosed, a Statement, in detail, of the income derived by us as Sheriff of Montreal, in virtue of our office, distinguishing the several sources thereof, and specifying the amount of Public Moneys in our hands, together with the profit, in the shape of interest or otherwise, derived by us for the last five years.

This statement contains:

First, The total average amount of Public Moneys in our hands, in each of the years above specified.

Secondly, The amount of income derived by us as Sheriff of Montreal, in virtue of our office.

Thirdly, The salary allowed annually to the Sheriff of this District as a compensation for personal services rendered the Government in superintending the government of the Gaol, in summoning Grand and Petty Jurors for the Courts of Queen's Bench and Quarter Sessions, for preparing Jury Lists of Grand, Petty, and Special Jurors, making Registers of the same, and for various other services involving expenses far exceeding the amount of salary.

Fourthly, The amount of profit, in the shape of interest or otherwise, which has arisen annually from the dispositions made by us of the Public Moneys, which the law places in our safe keeping, and for the forthcoming of which, as commanded by the Court of Queen's Bench, we, and our sureties, are at all times responsible.

There remains yet another source of income under the head of receipts under "Mesne Process." The proceeds of fees under mesne process have been devoted to defray the expenses of the Sheriff's Office, and have proved to be insufficient for that purpose. To support the current expenses of the Sheriff's Office, and as clerks' salaries, registers, stationery, and printing, we have disbursed a sum of £699 7s. 10½d., over and above the proceeds under mesne process, during these five years past, which sum of £699 7s. 10½d., divided among these five years, and deducted from the annual return of net income in each, reduces the annual emoluments of the Sheriff's Office of the District of Montreal, to the amount specified in the return made for each year.

We may be permitted to remark that, by the 17th Section of the Judicature Act, 7 Vict., c. 16, the service of writs of summons, issuing from any Court of Queen's Bench, was taken from the office of Sheriff, and transferred to the hands of the Bailiffs of these Courts; by this Act, the office of Sheriff was deprived of the service of writs, which, with little comparative responsibility, ensured a certain amount of income, while it was, at the same time, and under the same clause in the same Act, expressly charged with the execution of all other writs, such as writs of *Capias ad respondendum*, *Saisie arrêt* before judgment, *Saisie gagerie*, and *Saisie revendication*, which repay a very great amount of responsibility, by a very trifling and inadequate remuneration; the abstraction of this source of income, without any compensation, will account for the diminution of the proceeds of our office, under the denomination of fees under "mesne process;" as it is, they by no means meet the annual expense of the office.

It would, however, be difficult, in the time at our disposal for preparing these returns, and inconvenient from length of detail, to give here a statement of daily receipts and expenditures covering a space of five years. Should, however, any more detailed statement be desired, with sufficient time we are prepared to furnish the same.

With reference to these Returns of the emoluments of the office of Sheriff, we beg leave to bring under

the notice of His Excellency the Governor General, the nature and extent of some of the responsibilities of this office, and we submit respectfully to the consideration of His Excellency how far these emoluments, divided between two incumbents, are or are not disproportionate to the pecuniary responsibilities involved in its tenure.

We would, in the first place, call attention in general terms to the fact, that the Sheriff of this extensive district is held responsible for the acts of all Bailiffs to whom the execution of warrants must be necessarily confided.

These duties can only be performed through the instrumentality of agents who, remote from our immediate direction, supervision, or control, and in despite of all precaution, constantly involve us in the consequences of their inadvertencies and omissions, as will be more fully exemplified hereafter.

We do not attempt to question that the responsibility of the Sheriff should be, as it always has been, an effectual protection to the public, but it should not be forgotten how much, from the circumstances of country and climate, from the remoteness and dispersion of settlements, and from the meagre choice of men, the responsibilities of Sheriffs are increased in Canada; and with these considerations before it, we are sure that the public, which profits by the protection, will not refuse a fair compensation for the risk.

As Custodiers of the Montreal Gaol, not now, as formerly, situated in close contiguity to the Court House and our office, or under our eye and constant observation, we are responsible for the safe keeping of all debtors, with the alternative of paying the debt for which each party is confined, in the event of escape, nor are we responsible for our own acts alone, but for the negligence or inattention or inadvertence of every subordinate Officer of the Gaol. Some idea may be formed of the nature and extent of this responsibility, when we state that we hold at this moment one party under alleged liabilities, amounting to £5000, while by a late judgment of the Court of Queen's Bench, Mr. Boston was adjudged to pay a sum of upwards of £200 currency, in the case of *McFarlane vs. Boston*, being a case of escape, arising from one of those acts of accidental, and almost unconscious carelessness on the part of a subordinate, which no foresight can guard against, and no precaution control.

But it is in cases of arrest under process of *Capias ad Respondendum*, and in the taking of bail thereupon, that the pressure of our responsibility proves most onerous and most arbitrary. By the law as it operates practically, and as interpreted by our Courts, the Sheriff is not only compelled to take bail, or to be answerable for such bail being good and solvent when taken, but that officer is made responsible for such bail remaining good for an indefinite period during the time while one, perhaps two series of legal proceedings, are in protracted progress, to final decision. In the interim, the Sheriff is, by a summary proceeding, held to produce the body, or pay the debt, or go to gaol.

It will be easily understood that in a large commercial community, such as that of Montreal, bail which might be unimpeachable, when taken, might bear a very different aspect in a few months or even weeks after.

How aggravated, therefore, must be the nature of the responsibility, which under such circumstances, may extend to a period of years. The practical effect of this anomaly will be still more intelligible, when we state, that as far as we are concerned, it has within the last few months resulted in the payment of £129 3s. 3d. in the case No. *Vaness vs. Platt*, of £76 10s. 4d. in the case No. 1643, *Try vs. Daly*, and that in another case, No. 105, *Torrance vs. Scott*, judgment against us for the sum of £260 has only

been deferred from the Term now sitting to the next, by the courtesy of Counsel.

Thus also, in the matter of bonds, which, under the provisions of the 41 Geo. III., chap. 7, sect. 15, a plaintiff, when he becomes the purchaser of lands sold at his suit, is authorised to give to the Sheriff, in lieu of the purchase money pending adjudication of such purchase money; in one instance, the case No. 2315, *Durocher vs. Mount*, we were compelled to pay a sum of £216, having taken therein security, which we could not refuse, which we could not compel to justify (the law affording us no such remedy) and which finally proved to be insufficient.

So also in the case of an erroneous seizure, where a Bailiff is sent to attach and sell real property some 200 miles up the Ottawa, and in the confusion of the trackless forest seizes the land of another owner; in cases such as these, the proceedings are of course quashed at the expense of the Sheriff. In the case No. 1250, *Bowman vs. Dawson*, for example, we paid costs and charges to the extent of £32 8s. 2d. cy.

We might easily multiply the instances of responsibility, to show that such responsibilities ought not to be imposed, without adequate compensation; but we refrain, first, from the belief that enough has been said upon this head, and secondly from the necessity we are under to extend this already protracted communication, by praying the attention of His Excellency to another feature in the unequal operation of progressive legislation, so far at least as it has affected the office of Sheriff, within the last few years.

When the Legislature in its wisdom has thought fit to transfer to others the lighter duties of our office, and the emoluments therefrom arising, it is not for us to complain. We may have thought that we were entitled to some compensation for the income taken away; looking to the onerous character of the duties expressly retained, but we felt that it was our part to submit cheerfully to a decision based, doubtlessly, on public considerations only, and we did so. But in carrying out the details of a subsequent legislation, cases have arisen involving the Sheriff in new and heavy responsibilities, undesigned, we feel convinced, and unforeseen by the Legislature, for which too, from like reasons, no compensation has been provided whatever.

Thus under the operation of the 37th Section of the 7th Vic., c. 16, a Bailiff under a Writ of *Saisie Arrêt*, before judgment issued out of a Circuit Court, may seize a floating raft, precarious property, which the Sheriff, under the provisions of 6th Wm. IV. cap. 15, Sec. 22, could not be compelled to seize, (except under security to hold him harmless from the consequences), and on making his return to the Sheriff, impose thereby upon that officer the whole responsibility of the seizure, and the responsibility which might accrue in the interval, between the making of such return to the Sheriff, and the taking into possession by the Sheriff, of a raft of valuable timber, lying, perhaps, in an insecure position at Aylmer, on the Ottawa, or, as actually did occur, in the same river opposite to Bytown, and, of course, all subsequent responsibility. For the same reason, doubtless, that the responsibility was unforeseen, no fee or compensation is provided for this service.

We would also call attention particularly to the operation of the Bankrupt Act, 7th Vict. c. 10, and 9th Vict. c. 30, which transferred from the Office of Sheriff, to the charge of Assignees, all the large estates, movable, and immovable, sold by Judicial sale, since the passing of the same, deducting so much from the two and a half per centage of the Sheriff's Office, while, at the same time, novel duties and heavy responsibilities were imposed upon the Sheriff, without any remuneration being provided by such Acts; and it was only when the Commissioners in Bankruptcy were authorized to establish a Tariff that the Sheriff

obtained, in a very modified per centage, some compensation for the responsibilities incurred, and to be incurred.

The nature of these responsibilities may be inferred from the fact, that there impends over Mr. Boston in his capacity of Sheriff sole, at this moment, a judgment in appeal, involving a sum of at least £1000. Case No. Fisher vs. Boston.

We trust, therefore, that in making a return of the income of our office, we shall be pardoned these details. It may be very necessary for the public protection to impose upon the public office the responsibilities referred to. It may be within the letter of the law to exact rigorously the penalty of such responsibilities, but it can never have been in the contemplation of the Legislature to reduce the average of emoluments, below the average of responsibility, nor could it have been intended, by any inadvertent

process, to aggravate the liabilities of office, without the knowledge of the Incumbent, while, at the same time, the income of the office, upon the faith of which he accepted the original liabilities, is from time to time reduced without his cognizance, and without compensation.

In the firm belief that the facts above related only require to be known to ensure attention, justice, and remedy, we submit the same to the consideration of His Excellency the Governor General, with a renewal of the expression of our deep respect, and have the honour to subscribe ourselves.

Sir,

Your most ob't serv't,

(Signed,)

BOSTON & COFFIN,

Sheriff.

1844.

STATEMENT of Income of Office of Sheriff, for the year 1844.

	£	s.	d.	£	s.	d.	£	s.	d.
Average amount of Public Moneys in Sheriff's hands.....							11127	12	11½
Amount of receipts on sales of movable and immovable properties.....	1035	15	4½						
Amount of receipts on Deeds and Bonds.....	337	5	9				1373	1	1½
Amount expenses of Office, being Clerks' salaries, Stationery, &c.....	581	10	8½						
Deduct amount received on Mesne Process.....	523	18	5				57	12	3½
Amount of salaries as received from Government.....	111	0	0				1315	8	10
Amount of Interest as received from Bank on Deposits, &c.....	397	12	6						

BOSTON & COFFIN,

Sheriff.

5th February, 1849.

1845.

STATEMENT of Income of Office of Sheriff, for the year 1845.

	£	s.	d.	£	s.	d.	£	s.	d.
Average amount of Public Moneys in Sheriff's hands.....							16572	10	0
Amount of receipts on sale of movable and immovable property.....	935	12	10						
Amount receipts on Deeds, Bonds, and in Bankruptcy.....	258	10	0				1194	2	10
Amount of the expenses of Office, being Clerks' salaries, Stationery, &c.....	574	2	11						
Deduct amount received on Mesne Process.....	321	1	1½				253	1	9½
Amount of salaries as received from Government.....	111	0	0				941	1	0½
Amount of Interest as received from Bank on Deposits, &c.....	608	18	8						

BOSTON & COFFIN,

Sheriff.

5th February, 1849.

1846.

STATEMENT of Income of Office of Sheriff, for the year 1846.

	£ s. d.	£ s. d.	£ s. d.
Average amount of Public Moneys in Sheriff's hands.....			11629 11 11
Amount receipts on sale of movable and immovable property.....	604 4 1		
Amount receipts on Deeds, Bonds, and in Bankruptcy.....	271 5 5	875 9 6	
Amount of the expenses of Office, being Clerks' Salaries, Stationery, &c.	465 16 10		
Deduct amount received on Mesne Process.....	389 2 4	76 14 6	
		798 15 0	
Amount Salary as received from Government.....	111 0 0		
Amount Interest, &c, as received from Bank on Deposits, &c.....	650 17 0		

BOSTON & COFFIN,
Sheriff.

5th February, 1849.

1847.

STATEMENT of Income of Office of Sheriff, for the year, 1847.

	£ s. d.	£ s. d.	£ s. d.
Average amount of Public Moneys in Sheriff's hands.....			12,322 11 0
Amount receipts on sales of movable and immovable property.....	888 1 0		
Amount receipts on Deeds and Bonds, and in Bankruptcy.....	648 3 0	1536 4 0	
Amount of the expenses of Office, being Clerks' Salaries, Stationery, &c.	413 11 1		
Deduct amount received on Mesne Process.....	389 16 8 $\frac{1}{2}$	23 14 4 $\frac{1}{2}$	
		1512 9 7 $\frac{1}{2}$	
Amount of Salary as received from Government.....	111 0 0		
Amount of Interest, &c., as received from Bank on Deposits.....	544 2 9		

BOSTON & COFFIN,
Sheriff.

5th February, 1849.

1848.

STATEMENT of Income of Office of Sheriff, for the year 1848.

	£ s. d.	£ s. d.	£ s. d.
Average amount of Public Moneys in Sheriff's hands.....			5424 12 8 $\frac{1}{2}$
Amount receipts on sales of movable and immovable property.....	894 1 11		
Amount receipts on Deeds and Bonds, and in Bankruptcy.....	474 4 0	1368 5 11	
Amount of the expenses of Office, being Clerks' Salaries, Stationery, &c.	767 15 5		
Deduct amount received on Mesne Process.....	565 6 10	202 8 7	
		1165 17 4	
Amount of Salary as received from Government.....	111 0 0		
Amount of Interest, &c., as received from Bank on Deposits, &c.....	332 15 4		

BOSTON & COFFIN,
Sheriff.

5th February, 1849.

STATEMENT and Account of all Moneys received and which are in the hands of John Boston and William Foster Coffin, Esquires, Sheriff of Montreal, from the 27th day of December, 1846, and of the payments thereof since made, rendered according to the requirements of the Provincial Act, 6 Will. IV, cap. 15, intituled, "An Act for making regulation respecting the Office of Sheriff."

Page.	PARTIES' NAMES.	Amount received.		Date of Order or Judgment.	Whence.	Amount paid.		To whom paid.	Remarks.	
		£	s. d.			£	s. d.		£	s. d.
12	Pothier vs. Foucher.....	9053	0 8	{20th April and } {20th Oct., 1843.}	Lands ...	8994	10 11	Opposants <i>et al.</i>	58	9 4
17	Badgley vs. Bistodeau.....	721	13 6	20th October, 1842 ..	" ..	658	9 11	Plaintiff <i>et al.</i>	63	3 7
39	Beaupré vs. Dalpe.....	142	13 2	20th October, 1842 ..	" ..	141	2 8	Opposants <i>et al.</i>	1	4 4
40	Lionais vs. Duclou.....	137	1 8	" ..	" ..	" ..	" ..	Plaintiffs' Bond.		
42	Bank of Montreal vs. Perrin.....	248	17 4	{20th April and } {20th June, 1843}	" ..	229	14 6	Divers Opposants ...	19	2 10
43	Christie vs. Lanoux.....	128	4 2	20th April, 1844	" ..	124	11 10	Opposants <i>et al.</i>	3	12 2
44	Perkins vs. McCaffrey.....	0	11 6	" ..	Goods ..	" ..	" ..	" ..		
51	Papineau vs. Boisverd.....	84	1 2	17th June, 1842.....	Lands ..	82	5 2	Plaintiffs <i>et al.</i>	2	16 0
54	Paradis vs. Carrier.....	659	17 11	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
56	Beaupré vs. Désilets.....	4	6 1	" ..	Goods ..	" ..	" ..	" ..		
60	Ellice vs. Lepitre.....	19	6 8	8th October, 1842 ..	Lands ..	16	4 3	Plaintiffs.....	2	3 5
64	Lespérance vs. Dufresne.....	173	3 2	30th November, 1844 ..	" ..	170	8 2	Plaintiffs <i>et al.</i>	2	15 0
82	McIntosh vs. Kureczyn.....	831	17 2	20th February, 1843 ..	" ..	829	7 2	Plaintiffs <i>et al.</i>	2	10 0
87	DeBartcz vs. Plamondon.....	44	1 11	" ..	" ..	" ..	" ..	" ..		
98	Bertrand vs. Massé.....	73	9 5	20th February, 1843 ..	" ..	70	19 11	Plaintiffs <i>et al.</i>	2	9 6
106	Torrance vs. Bolton.....	260	13 5	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
107	Crépeau vs. Lapierre.....	32	12 2	20th February, 1843 ..	" ..	31	7 2	Divers Opposants ...	1	5 0
108	Dorion vs. Barcelo.....	112	10 2	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
114	Wurtele vs. Kureczyn.....	1711	4 3	30th May, 1846	" ..	1633	14 8	Plaintiffs <i>et al.</i>	77	10 0
119	Robert vs. Scheffre.....	133	14 10	14th June, 1843.....	" ..	127	10 0	Divers Opposants ...	6	4 8
121	Colville vs. Bryson.....	65	16 2	12th April, 1843.....	" ..	61	12 0	Plaintiffs <i>et al.</i>	4	8 0
128	Martin vs. Leduc.....	211	0 0	20th February, 1844 ..	" ..	202	17 5	Divers Opposants ...	8	2 7
132	Buchanan vs. Mackay.....	845	12 5	31st May, 1844	" ..	86	6 2	Opposants	Plaintiff's Bond.	
162	Cousineau vs. Cloutier.....	25	17 0	20th July, 1843	" ..	23	8 6	Opposants	2	10 0
166	Keith vs. Griffin.....	1516	8 0	20th June, 1843.....	" ..	1508	18 6	Plaintiffs	7	2 2
169	Frothingham vs. Nye.....	32	8 2	14th June, 1844.....	" ..	26	7 9	Plaintiffs <i>et al.</i>	6	0 5
184	Limoges vs. Delagrave.....	616	6 0	{June, 1843, and } {February, 1844.}	" ..	612	19 0	" ..	3	7 0
191	Deléry vs. Joassin.....	5	17 1	" ..	" ..	" ..	" ..	" ..		
192	Desrivères vs. Blanchard.....	124	7 4	20th October, 1844 ..	" ..	119	11 6	Divers Opposants ...	4	15 10
205	Robert vs. Scheffre.....	166	4 3	20th October, 1843 ..	" ..	157	2 6	Divers Opposants ...	9	1 9
206	Benoit vs. Chapdelaine.....	52	0 8	19th October, 1843 ..	" ..	49	11 8	Plaintiffs <i>et al.</i>	2	9 8
210	Roiveau vs. Roiveau.....	179	2 8	October, 1843.....	" ..	115	19 5	Plaintiffs <i>et al.</i>	63	9 3
213	Primeau vs. Parent.....	26	12 8	" ..	" ..	" ..	" ..	" ..		
215	Morehouse vs. Benoit.....	7	7 0	October, 1843.....	" ..	2	5 10	Hubert, Advocate ..	5	1 2
218	Valotte vs. Lanctot	920	11 0	October, 1843.....	" ..	486	0 6	Divers Opposants ...	434	4 6
219	Scott vs. Schmelz.....	29	4 8	October, 1843.....	Goods ..	26	15 2	Plaintiffs <i>et al.</i>	2	9 4
222	Roy vs. Lemay.....	31	7 8	" ..	Lands ..	" ..	" ..	" ..		
223	Duplessis vs. Viau.....	9	19 1	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
Vol. IV.										
3	Globenski vs. Archambault.....	0	14 10	" ..	Goods ..	" ..	" ..	" ..		
10	Deléry vs. St. Amand.....	41	18 3	October, 1843.....	Lands ..	38	11 2	Plaintiff	3	11 1
16	Théroux vs. Théroux.....	71	2 6	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
17	Primeau vs. Archambault.....	8	10 10	October, 1843.....	Goods ..	4	0 0	Opposant.....	4	6 9
19	Rouville vs. L'Heureux.....	25	9 8	January, 1846.....	Lands ..	21	2 11	Plaintiff	4	10 10
25	Larou vs. Marien.....	98	1 9	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
37	LaFontaine vs. Valiquette.....	348	15 6	October, 1844.....	" ..	344	5 10	Divers Opposants ...	4	9 8
38	O'Brien vs. Melancthon.....	10	18 1	April, 1844.....	Goods ..	8	12 4	Opposants	2	5 9
43	Lantier vs. Giroux.....	48	7 4	" ..	Lands ..	48	7 4	Opposants <i>et al.</i>	5	3 4
46	Bagg vs. Roussele.....	109	8 3	" ..	" ..	81	17 5	Divers Opposants ...	Plaintiff's Bond.	
50	Desautels vs. Wait.....	4322	13 0	February, 1844	" ..	4321	11 11	" ..	0	19 1
59	Demers vs. Bautron.....	10	0 11	February, 1844	Goods ..	9	3 4	Terroux, Advocate ..	0	19 6
60	DeBartcz vs. Ouellette.....	39	12 4	" ..	Lands ..	" ..	" ..	" ..		
64	Rochelais vs. Marcotte.....	43	3 0	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
65	Keyes vs. Reddington.....	14	13 0	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
74	Vallée vs. Régnier.....	127	6 3	20th September, 1844 ..	" ..	124	16 3	Divers Opposants ...	2	10 0
77	Lussier vs. Beauchamp.....	70	4 1	" ..	" ..	" ..	" ..	" ..		
78	Rossiter vs. Ryan.....	180	3 0	" ..	" ..	" ..	" ..	" ..		
79	Wilkes vs. Caonot.....	181	12 0	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
79	Viger vs. Cousineault.....	255	1 11	20th April, 1844.....	" ..	254	7 2	Plaintiffs <i>et al.</i>	0	14 8
90	Guy vs. Gariépy.....	2	6 9	" ..	Goods ..	" ..	" ..	" ..		
91	Taylor vs. Smith.....	50	14 6	March, 1845.....	Lands ..	32	5 6	Plaintiffs <i>et al.</i>	18	9 0
92	Desjardins vs. Brien.....	15	6 3	May, 1844.....	Goods ..	14	4 3	Plaintiffs	0	11 8
104	Workman vs. Clarke.....	43	17 5	July, 1844.....	" ..	39	4 8	Opposants <i>et al.</i> ..	4	12 9
105	Taylor vs. Clarke.....	18	4 10	May, 1844.....	" ..	13	1 7	Plaintiffs <i>et al.</i>	5	3 5
106	Ellice vs. Archambault.....	212	4 6	" ..	Lands ..	208	19 10	Plaintiffs <i>et al.</i>	3	4 8
108	Tremblay vs. Tremblay.....	186	5 6	September, 1844.....	" ..	184	11 6	Plaintiffs <i>et al.</i>	1	14 0
112	Froste vs. Paeaud.....	170	6 8	" ..	" ..	161	0 10	Divers Opposants ...	9	5 10
117	Goodnow vs. Salls.....	84	11 9	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
120	Roy vs. Lemay.....	27	5 10	Settled in full.....	" ..	" ..	" ..	" ..		
121	Prevost vs. Leblanc.....	27	18 0	September, 1844.....	Goods ..	23	14 2	Divers Opposants ...	4	3 10
132	Desrivères vs. Sax.....	175	11 0	" ..	" ..	174	19 4	Opposants <i>et al.</i> ..	0	11 8
134	Molson vs. Townsend.....	13	5 11	September, 1844.....	" ..	8	12 11	Plaintiffs <i>et al.</i>	4	13 0
135	Hamilton vs. Castonguay.....	142	12 9	" ..	Lands ..	139	13 9	" ..	2	19 0
138	Lespérance vs. Geoffrion.....	368	6 6	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
141	Conolly vs. Languedoc.....	56	11 7	" ..	" ..	" ..	" ..	Plaintiff's Bond.		
142	Turcot vs. Demers.....	91	10 4	November, 1844.....	" ..	90	2 4	Divers Opposants ...	1	8 0
144	Pigeon vs. Castonguay.....	55	7 0	September, 1844.....	" ..	50	11 0	Opposants <i>et al.</i> ..	2	2 8
149	Languedoc vs. Prevost.....	59	2 6	" ..	" ..	56	19 10	Opposants <i>et al.</i> ..	25	5 2

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
150	Johnson vs. Leishman.....	39	5	0	September, 1844	Lands	37	0	1½	Plaintiff	£ s. d. 2 5 8
151	Bingham vs. Séguin.....	58	19	11	"	"	43	9	0	Opposants et al.	15 10 11
155	Mills vs. Thompson.....	498	7	10	November, 1844	"	495	17	10	Opposants	2 10 0
163	Frolich vs. Little.....	373	6	43	"	"	347	12	11	Prothonotary and Opposants	25 13 5
Vol. V.											
2	Frost vs. Tait.....	82	8	7	29th Jan., 1845.	Goods	68	11	0	Divers parties	13 17 7
5	Egan vs. Pitt.....	225	10	0	"	Lands	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
8	Mongenais vs. Cardinal.....	48	19	2	"	"	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
8	Mathewson vs. Gauthier.....	4	19	2½	"	Goods	"	"	"	"	"
16	Chef vs. Blot.....	189	15	9	March, 1845	Lands	188	15	9	Plaintiffs et al.	1 0 0
18	Durion vs. Berthelot.....	9	12	11	"	Goods	9	12	11	Divers parties	0 18 7
19	Plante vs. Viau.....	131	2	6	"	Lands	130	7	4	Plaintiff et al.	0 16 8
21	Kid-ton vs. Cormuck.....	4928	0	3	September, 1844	"	4876	7	5½	Plaintiff et al.	51 12 9½
24	Christie vs. Boisverd.....	1	12	11	"	"	"	"	"	"	"
24	McCallum vs. Pinsonneault.....	1	0	9	"	"	"	"	"	"	"
28	Mathewson vs. Spence.....	124	16	2	March, 1845.	"	120	13	7	Plaintiff	3 2 7
29	Papineau vs. Cherrier.....	18	17	2	"	"	"	"	"	"	Plaintiff's Bond.
39	Christie vs. Lewis.....	214	2	0	May, 1845.	"	173	7	1	Divers parties	40 14 11
41	Mathewson vs. Hebert.....	122	10	6	"	"	120	0	5½	"	2 10 0
43	Dewar vs. Williams.....	10	0	4	"	"	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
44	DeBartzech vs. Burgault.....	202	18	1	"	"	"	"	"	Prothonotary et al.	9 13 10
45	Petit vs. Primeau.....	17	7	2	May, 1845	"	7	13	4	"	48 7 8½
47	Christie vs. Leslie.....	77	11	7½	"	"	29	3	11	"	11 6 11
50	Weir vs. Armour.....	26	1	2	"	Goods	14	14	3	"	6 19 11
51	McKenzie vs. Tait.....	1451	3	6	January, 1846.	Lands	1444	3	11	Plaintiff et al.	20 2 0
53	Christie vs. McDougall.....	40	13	0	July, 1845.	"	20	11	2	Divers parties	"
54	Babux.....	54	8	6	"	"	"	"	"	"	"
65	Beauchamp vs. Corbeau.....	41	2	2	"	"	39	14	2	Divers parties	1 3 10
66	Bailey vs. Tate.....	220	5	2	July, 1845.	Goods	219	15	5	"	0 9 9
66	Lemoine vs. Tate.....	516	11	0	"	"	515	7	2	"	1 3 10
68	Baby vs. Reaume.....	55	11	0	July, 1845	Lands	14	10	4½	Plaintiff	41 0 7½
69	Seminary of Montreal, vs. Globensky	199	6	9	30th Sept., 1845	"	197	4	9	Plaintiff et al.	2 2 0
73	Frost vs. Tate.....	3888	19	3	"	"	"	"	"	"	"
77	Ross vs. Brayton.....	52	9	3	September, 1845	"	50	7	7	Plaintiff	2 1 8
81	Massue vs. Chartrand.....	20	2	8	"	"	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
81	Christie vs. Giroux.....	59	10	3	March, 1846	"	32	1	0	"	"
83	Chef vs. Goyet.....	43	12	11	"	Goods	43	1	2½	Prothonotary and Plaintiff	0 11 7½
92	Semple vs. Tait.....	257	1	3	November, 1845	"	251	0	8	"	6 0 7
93	Bailey vs. Tate.....	199	5	4	"	"	197	10	5	"	1 14 11
96	Dupuis vs. Viger.....	153	19	0	"	Lands	155	7	4	"	0 11 8
96	DeBartzech vs. Gaudreau.....	10	14	8½	"	Goods	"	"	"	"	"
96	McGillis vs. Tait.....	321	7	4	"	Lands	"	"	"	"	"
97	The Queen vs. Baby.....	1	3	11	"	Goods	"	"	"	"	"
100	Primeau vs. Tremblay.....	16	0	6	"	Lands	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
102	Dewar vs. Williams.....	12	10	6	July, 1846	"	12	2	6	Plaintiff et al.	0 8 0
108	Derocher vs. Messier.....	13	9	10½	November, 1845	Goods	12	4	9	Attorney	1 5 1½
112	Savage vs. Tamblinson.....	7	1	5	"	"	"	"	"	"	Bond.
116	Colville vs. Drysdale.....	15	1	10	"	Lands	"	"	"	Prothonotary et al.	0 3 4½
117	McNider vs. Bellingham.....	78	14	2½	January, 1846	Goods	78	11	5	Prothonotary and Opposants	21 9 0
120	Franchère vs. Lebeau.....	82	15	5	"	Lands	61	5	10	Prothonotary and Opposants	8 2 8
124	Yule vs. Scheffre.....	110	14	2	March, 1846	"	102	11	6	Prothonotary and Plaintiff.	23 4 6
128	Barcelo vs. Lamare.....	284	5	5	"	"	261	0	11	Plaintiff et al.	"
129	Mondelet vs. Ekenberg.....	117	18	9	"	"	"	"	"	"	96 14 11
130	Temple vs. Tait.....	263	5	7	"	Goods	166	10	8	Divers parties	3 13 8
133	Larocque vs. Martel.....	62	6	0	March, 1846	Lands	58	12	4	Prothonotary and Opposants	119 13 9
134	Bailey vs. Tait.....	197	4	6	"	Goods	77	10	9	Divers parties	Plaintiff's Bond.
135	Bleury vs. Bryson.....	17	10	6	"	Lands	"	"	"	"	1 7 6
136	Labbé vs. Murray.....	90	17	11	"	Goods	89	7	5	Divers parties	1 9 7
138	Malo vs. Lacaille.....	36	10	4	July, 1846	"	21	16	6	Plaintiffs et al.	1 8 6
140	Jussauime vs. Dupuis.....	116	0	0	October, 1846	Lands	114	11	6	Prothonotary et al.	2 10 0
142	Lewis vs. Chalifoux.....	49	10	11	March, 1846	"	47	0	11	Plaintiffs et al.	"
143	Drolet vs. Pelouquin.....	39	16	0	"	"	"	"	"	"	"
145	Dunn vs. Catling.....	5	17	0	"	"	"	"	"	"	"
146	" Geers.....	9	12	0	"	"	"	"	"	"	"
146	" Winchester.....	82	14	6	"	"	"	"	"	"	"
147	Kollogg vs. Leishman.....	217	19	8	"	"	"	"	"	"	"
149	Pinsonneault vs. Brosseau.....	218	0	6	January, 1847	Lands	215	10	6	Opposants et al.	2 10 0
150	Delvecchio vs. Gauvreau.....	209	12	2	May, 1846	"	205	11	10	Plaintiff et al.	4 0 4
152	Henry vs. Cilley.....	37	4	11	March, 1846	Goods	36	19	11	Prothonotary et al.	0 5 0
161	Stevens vs. Smith.....	109	6	6	"	Lands	"	"	"	"	"
163	LaFontaine vs. Robert.....	28	1	2	"	"	"	"	"	"	"
164	Rouville vs. Kiershaw.....	155	15	1	July, 1846	"	154	19	5	Plaintiff et al.	0 15 8
167	Masson vs. Belanger.....	104	12	6	"	"	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
173	Roy vs. Chevrier.....	43	3	6	July, 1846	"	22	1	0	Plaintiff et al.	21 2 6
174	Moffatt vs. Porteous.....	106	14	2	"	"	"	"	"	"	"
175	Black vs. Watson.....	209	19	4	July, 1846	Goods	168	0	5	Plaintiff et al.	41 18 11
178	Adams vs. Peddie.....	19	1	0	"	"	16	12	8	Plaintiff et al.	2 8 4
179	Robertson vs. Drolet.....	43	12	8	"	Lands	40	3	5	Prothonotary et al.	3 9 3
183	Alison vs. Hill.....	10	6	9	October, 1846.	Goods	9	15	1	Schiller Opposant	0 11 8
184	Gerrard vs. Timmins.....	77	1	4	"	"	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
185	Hamilton vs. Curtis.....	38	15	9	October, 1846.	Goods	29	2	9	Plaintiff et al.	9 13 0
187	Roland vs. Hurton.....	102	18	6	"	"	71	14	10½	Plaintiff et al.	31 3 7½
187	Parker vs. Lyman.....	235	19	9	July, 1846	Lands	235	19	9	Plaintiff	Settled in full.
189	Christie vs. Carlton.....	71	2	3	"	"	70	1	7	Plaintiff et al.	1 0 8
190	McCulloch vs. Turner.....	62	10	9	October, 1846.	Lands	58	2	0	Plaintiff and Prothonotary.	4 8 9
191	Bernard vs. Guertin.....	72	17	4	"	"	"	"	"	"	"
193	Gillespie vs. Connor.....	148	4	4	"	Goods	148	4	4	Divers parties	Settled in full.
195	Masson vs. Rainaud.....	92	6	0	"	Lands	"	"	"	Plaintiff's Bond.	Plaintiff's Bond.
195	Stephens vs. Smith.....	44	7	4	October, 1846.	Goods	43	17	4	Divers opposants	0 10 0
196	Gilbert vs. Gould.....	35	14	3	"	"	34	17	7	Prothonotary et al.	0 16 8
197	Roland vs. Facy.....	72	2	9	"	Lands	67	10	1	Plaintiffs et al.	4 12 8

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
198	Quebec Bank vs. Downes	29	2	4	January, 1847	Lands	45	1	8	Prothonotary and Opposants	Settled in full.
199	Mallet vs. Booth	45	1	8		"	"	113	18	8	
	Beauvry vs. Trudeau	118	18	6	"	"	93	17	6	Plaintiff <i>et al.</i>	10 0 0
201	Latham vs. Robb	103	17	6	"	"	16	9	0	Plaintiff	Settled in full.
203	McIntosh vs. Shepherd	16	9	0	"	Goods	86	7	2	Divers parties	Settled in full.
	Marcoux vs. Leroux	86	7	2	"	Lands	5	9	4	Meredith & Bethune	12 8 3
204	Harwood vs. Hodgson	17	17	7	"	"	24	4	8	Opposants	Settled in full.
	Commercial Bank vs. Kelly	24	4	8	"	Goods	8	11	7	Plaintiff	Settled in full.
205	Beaupré vs. Laverdure	8	11	7	"	"	41	9	3	Plaintiff	Settled in full.
	Joliette vs. Dalphens	41	9	3	"	Lands	371	8	6	"	Plaintiff's Bond.
206	Armstrong vs. Bondy	371	8	6	"	"	40	19	6	"	Plaintiff's Bond.
209	Brunet vs. Lavie	40	19	6	"	"	900	18	0	January, 1847	"
	McLaughlin vs. Tucker	900	18	0	"	"	36	19	9 $\frac{3}{4}$	Goods	Settled in full.
210	Beaupré vs. Cadieux	36	19	9 $\frac{3}{4}$	"	"	6	4	10	"	"
	Chef vs. McDermott	6	4	10	"	"	2	9	1	"	Settled in full.
211	Lamothe vs. Cormack	2	9	1	"	"	23	3	10	"	"
212	Boudreau vs. Boudreau	23	3	10	"	"	30	2	3	"	"
213	Desjardins vs. Claude	30	2	3	"	"	55	14	5	"	"
	Leduc vs. Spénard	55	14	5	"	Lands	403	18	2	"	"
214	Grant vs. Clifford	403	18	2	"	"	112	13	0	"	"
215	Chisholm vs. D'Aoust	112	13	0	"	"	30	7	3 $\frac{1}{2}$	"	"
	Deisle vs. Nichols	30	7	3 $\frac{1}{2}$	"	Goods	11	9	2	Prothonotary <i>et al.</i>	1 0 0
Vol. VI.											
1	St. Louis vs. Schmeltz	12	9	2	January, 1847	Goods	19	6	4	Meredith & Bethune	Settled in full.
2	Cleland vs. Timins	19	6	4	"	"	9	17	6	Prothonotary <i>et al.</i>	Settled in full.
	Platt vs. Allison	9	17	6	"	"	19	6	6	Opposants <i>et al.</i>	Settled in full.
3	Turbayne vs. Grantham	19	6	6	"	"	529	8	3	Plaintiff	Settled in full.
	Jones vs. Compstock	529	8	3	"	Lands	6052	17	6	"	"
4	Cartwright vs. Monk	6052	17	6	"	"	500	0	0	January, 1847	Lands
	Ordinance Board and S. Gerrard	500	0	0	"	"	156	11	6	"	"
5	Seminary of Montreal vs. Globenski	156	11	6	"	"	59	9	6	"	"
	McLaughlin vs. Tucker	59	9	6	"	"	113	2	0	"	"
6	Ferrier vs. McGill	113	2	0	"	"	1071	5	8	"	"
	Larocque vs. Fion	1071	5	8	"	"	12	17	6	"	"
7	Mailhot vs. Berthiaume	12	17	6	"	"	3	9	1 $\frac{1}{2}$	Goods	Settled in full.
	Gillespie vs. Hester	3	9	1 $\frac{1}{2}$	"	"	17	16	0	Lands	Settled in full.
8	Nye vs. Taylor	17	16	0	"	"	24	15	6	"	"
	Bingham vs. Bellanger	24	15	6	"	"	1562	16	2	"	"
9	McNider vs. Bellingham	1562	16	2	"	"	43	9	7	"	"
	Gauthier vs. Martin	43	9	7	"	"	5	14	3	"	"
10	Dorion vs. Antrobus	5	14	3	"	"	5	1	5	Goods	"
	Molson vs. Weatherly	5	1	5	"	"				(Susp.)	"
11	Beaudon vs. Hamilton				"	"	1	17	5 $\frac{1}{2}$	Goods	Suspended Case.
	Robert vs. Meunier	1	17	5 $\frac{1}{2}$	"	"					

We certify that the above written Statement is correct, and corresponds with the returns made by us to the Court of Queen's Bench of the District of Montreal, to the several Writs to us addressed as Sheriff of this said District, up to this 16th day of March, 1847, inclusive.

(Signed,)

BOSTON & COFFIN,
Sheriff.

Sworn before me at Montreal, this 1st day of April, }
1847, by William Foster Coffin, Esquire. }
(Signed,) CHAS. D. DAY, J. B. R. }

We, the Joint Prothonotary of Her Majesty's Court of Queen's Bench for the District of Montreal, do hereby certify that the foregoing is a true Copy of the Statement and Account of Moneys received and paid by the Sheriff, for the District of Montreal, from the 27th day of December, 1846, to the 16th day of March, 1847; the original whereof was deposited by the said Sheriff in our Office, on the first day of April, one thousand eight hundred and forty-seven.

Given at Montreal, this 14th day of April, 1849.

MONK, COFFIN & PAPINEAU,
Prothonotary.

STATEMENT and Account of all Moneys received and which are in the hands of John Boston and William Foster Coffin, Esquires, Sheriff of Montreal, from the 16th day of March, 1847, and of the payment thereof since made, rendered according to the requirements of the Provincial Act, 6 Will. IV, cap. 15, intituled, "An Act for making regulation respecting the Office of Sheriff."

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.			
		£	s.	d.			£	s.	d.		£	s.	d.	
12	Pothier vs. Foucher	9053	0	8	{ 20th April and } { 20th Oct. 1843. }	Lands	8994	10	11	Opposants <i>et al.</i>	58	9	4	
17	Badgley vs. Bistodeau	721	13	6	20th October, 1842	"	658	9	11	Plaintiffs <i>et al.</i>	63	3	7	
39	Beaupré vs. Dalpé	142	13	2	20th October, 1842	"	141	2	8	Opposants <i>et al.</i>	1	5	4	
40	Lionais vs. Duclos	137	1	8	"	"				Plaintiffs' Bond.				
42	Bank of Montreal vs. Perrin	248	17	4	{ 20th April and } { 20th Oct. 1843 }	"	229	14	6	Divers Opposants	19	2	10	
43	Christie vs. Lanoux	128	4	2	20th April, 1844	"	124	11	10	Opposants <i>et al.</i>	3	12	2	
44	Perkins vs. McCaffrey	0	11	6	"	Goods								
51	Papineau vs. Boisverd	84	1	2	17th June, 1842	Lands	82	5	2	Plaintiffs <i>et al.</i>	2	16	0	
54	Paradis vs. Cartier	659	17	11	"	"							Plaintiff's Bond.	
56	Beaupré vs. Désilets	4	6	1	"	Goods								
60	Ellice vs. Lepitre	19	6	8	8th October, 1842	Lands	16	4	3	Plaintiffs	2	3	5	
64	Lespérance vs. Dufresne	173	3	2	30th November, 1844	"	170	8	2	Plaintiffs <i>et al.</i>	2	15	0	
82	McIntosh vs. Kurezyn	831	17	2	20th February, 1843	"	829	7	2	Plaintiffs <i>et al.</i>	2	10	0	
87	DeBartzch vs. Plamondon	44	1	11	"	"								
98	Bertrand vs. Massé	73	9	5	20th February, 1843	"	70	19	11	Plaintiffs <i>et al.</i>	2	9	6	
106	Torrance vs. Bolton	260	13	5	"	"							Plaintiff's Bond.	
107	Crepeaud vs. Lapiere	32	12	6	20th February, 1843	"	31	7	6	Divers Opposants	1	5	0	
108	Dorion vs. Barcelo	172	0	0	"	"							Plaintiff's Bond.	
114	Wurtele vs. Kurezyn	1711	4	8	30th May, 1846	"	1711	4	8	Plaintiff <i>et al.</i>				Settled in full.
119	Robert vs. Scheffre	133	14	10	14th June, 1843	"	127	10	0	Divers Opposants	6	4	8	
121	Colville vs. Bryson	65	16	2	12th April, 1843	"	61	12	0	Plaintiffs <i>et al.</i>	4	8	0	
128	Martin vs. Leduc	211	0	0	20th February, 1844	"	202	17	5	Divers Opposants	8	2	7	
132	Buchanan vs. Muckay	845	12	5	31st May, 1844	"	86	6	2	Opposants				Plaintiff's Bond.
162	Cousineau vs. Cloutier	25	17	0	20th July, 1843	"	23	8	6	Opposants	2	10	0	
166	Keith vs. Griffin	1516	8	0	20th June, 1843	"	1508	18	6	Plaintiffs	7	2	2	
169	Frothingham vs. Nye	32	8	2	14th June, 1844	"	26	7	9	Plaintiffs <i>et al.</i>	6	0	6	
184	Limoges vs. Delagrave	616	6	0	{ June, 1843, and } { February, 1844. }	"	612	19	0	"	3	7	0	
191	Deléry vs. Joassin	5	17	1	"	"								
192	Desrivieres vs. Blanchard	124	7	4	20th October, 1844	"	119	11	6	Divers Opposants				Settled in full.
205	Robert vs. Scheffre	166	4	3	20th October, 1843	"	157	2	6	"	9	1	9	
206	Benoit vs. Chadoleine	52	0	8	19th October, 1843	"	49	11	8	Plaintiffs <i>et al.</i>	2	9	8	
210	Roiveau vs. Roiveau	179	2	8	October, 1843	"	115	19	5	Plaintiffs <i>et al.</i>	63	9	3	
213	Bruneau vs. Parent	26	12	8	30th June, 1847	"	26	12	8	Opposants & Atty				Settled in full.
215	Morehouse vs. Benoit	7	17	0	October, 1843	"	2	5	10	Hubert Advocate	5	1	2	
218	Valotte vs. Lanetot	920	11	0	October, 1843	"	486	0	6	Divers Opposants	434	4	6	
219	Scott vs. Schmetz	29	4	8	"	Goods	26	15	2	Plaintiffs <i>et al.</i>	2	9	4	
222	Roy vs. Lemay	31	7	8	"	Lands							Plaintiff's Bond.	
223	Duplessis vs. Kair	9	19	13	"	"							Plaintiff's Bond.	
3	Globenski vs. Archambault	0	14	10	"	Goods								
10	Deléry vs. St. Amand	41	18	3	October, 1843	Lands	38	11	2	Plaintiffs	3	11	1	
16	Théroux vs. Théroux	71	2	6	"	"							Plaintiff's Bond.	
17	Primeau vs. Archambault	8	10	10	"	Goods	4	0	0	Opposants	4	6	9	
19	Rouville vs. L'Heureux	25	9	8	January, 1846	Lands	21	2	11	Plaintiffs	4	10	10	
25	Larou vs. Marien	98	1	9	"	"							Plaintiff's Bond.	
37	LaFontaine vs. Valiquette	348	15	6	October, 1844	"	344	5	10	Divers Opposants	4	9	8	
38	O'Brien vs. Melancon	10	18	1	April, 1844	Goods	8	12	4	Opposants	2	5	9	
43	Lantier vs. Giroux	48	7	4	February, 1844	Lands	53	10	6	Opposants <i>et al.</i>	5	3	4	
46	Bagg vs. Rousselle	109	8	8	April, 1844	"	81	17	5	Divers Opposants				Ptff's Bond for bal.
50	Desautels vs. Wait	4322	13	0	February, 1844	"	4321	11	11	"	0	19	1	
59	Demers vs. Bautron	10	0	11	"	Goods	9	3	4	Terroux, Advocate	0	19	6	
60	DeBartzch vs. Ouellette	39	12	4	"	Lands							Plaintiff's Bond.	
64	Rochelais vs. Marcotte	42	3	0	"	"							Plaintiff's Bond.	
65	Keyes vs. Reddington	14	13	0	"	"							Plaintiff's Bond.	
74	Vallée vs. Regnier	127	6	3	20th September, 1844	"	124	16	3	Divers Opposants	2	10	0	
77	Lussier vs. Beauchamp	11	10	4	"	"								
78	Rossiter vs. Ryan	180	3	0	"	"								
"	Wilkes vs. Caonet	181	12	0	"	"							Plaintiff's Bond.	
79	Viger vs. Cousineault	255	1	11	20th April, 1844	"	254	7	2	Plaintiffs <i>et al.</i>	0	14	8	
90	Guy vs. Gariépy	2	6	9	"	Goods								
91	Taylor vs. Smith	50	14	6	March, 1845	Lands	32	5	6	Plaintiffs <i>et al.</i>				Settled in full.
92	Desjardins vs. Brien	15	6	3	May, 1844	Goods	14	4	3	Plaintiffs	1	2	0	
104	Workman vs. Clarke	43	17	5	July, 1844	"	39	4	8	Opposants <i>et al.</i>	4	12	9	
105	Taylor vs. Clarke	18	4	10	May, 1844	"	13	1	7	Plaintiffs <i>et al.</i>	5	3	5	
106	Ellice vs. Archambault	212	4	6	"	Lands	208	19	10	Plaintiffs <i>et al.</i>	3	4	8	
108	Tremblay vs. Tremblay	186	5	6	September, 1844	"	184	11	6	Plaintiffs <i>et al.</i>	1	14	0	
112	Froste vs. Pacaud	170	6	8	September, 1844	"	161	0	10	Divers Opposants	9	5	10	
117	Goodnow vs. Salls	84	11	9	"	"							Plaintiff's Bond.	
122	Prevost vs. Leblanc	27	18	0	"	Goods	23	14	2	Divers Opposants	4	3	10	
131	Desrivieres vs. Sax	175	11	0	September, 1844	"	174	19	4	Opposants <i>et al.</i>	0	11	8	
134	Molson vs. Townsend	13	5	11	"	"	23	14	2	Plaintiffs <i>et al.</i>	4	13	0	
135	Pamilton vs. Castongue	142	12	9	"	Lands	139	13	9	"	2	19	0	
138	Lespérance vs. Geoffrion	368	6	6	"	"							Plaintiff's Bond.	
141	Connolly vs. Languedoc	56	11	7	"	"							Plaintiff's Bond.	
142	Turcot vs. Demers	91	10	4	November, 1844	"	90	2	4	Divers Opposants	1	8	0	
144	Pigeon vs. Castonguay	55	7	0	September, 1844	"	30	1	10	Opposants <i>et al.</i>	25	5	2	
149	Languedoc vs. Prevost	59	2	6	"	"	56	19	10	"	2	2	8	

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount Received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
150	Johnson vs. Leishman.....	39	5	9	September, 1844	Lands	37	0	13	Plaintiff	£ s. d. 2 5 8
151	Bingham vs. Séguin.....	58	19	11	" "	"	43	9	0	Opposants et al.	15 10 11
155	Mills vs. Thompson.....	498	7	10	November, 1844	"	495	17	10	Opposants	2 10 0
163	Freligh vs. Little.....	373	6	4½	" "	"	347	12	11	Prothonotary and Opposants	25 13 5
Vol. V.											
2	Frosté vs. Tait.....	82	8	7	29th Jan., 1845.	Goods	68	11	0	Divers parties	13 17 7
5	Egan vs. Pitt.....	225	10	0	" "	Lands				Plaintiff's Bond.	Plaintiff's Bond.
"	Mongenat vs. Cardinal.....	48	11	10	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
8	Mathewson vs. Gauthier.....	4	19	2½	" "	Goods				"	"
16	Chuf vs. Blot.....	189	15	9	March, 1845	Lands	188	15	8½	Plaintiffs et al.	1 0 0
18	Dorion vs. Berthelot.....	9	12	11	" "	Goods	9	12	11	Divers parties	0 18 7
19	Planté vs. Kair.....	131	2	6	" "	Lands	130	7	4	Plaintiffs et al.	0 16 8
21	Kidston vs. Cormack.....	4928	0	3	September, 1844	"	4876	7	5½	Plaintiffs et al.	51 12 9½
24	Christie vs. Boisverd.....	1	12	11	" "	"				"	"
28	McCallum vs. Pinsonneault.....	1	0	9	" "	"				"	"
29	Mathewson vs. Spence.....	124	16	2	March, 1845	"	120	13	7	Plaintiffs.....	3 2 7
39	Papineau vs. Chevrier.....	18	17	2	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
41	Christie vs. Lewis.....	214	2	0	May, 1845	"	173	7	1	Divers parties	40 14 11
42	Mathewson vs. Hebert.....	122	16	6	" "	"	120	0	5	"	2 10 0
43	Dewar vs. Williams.....	10	0	4	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
44	DeBartzsch vs. Burgault.....	202	18	1	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
45	Petit vs. Primeau.....	17	7	2	May, 1845	"	7	13	4	Prothonotary and Attorney	9 13 10
47	Christie vs. Leslie.....	77	11	7½	" "	"	29	3	11	"	48 7 8½
50	Weir vs. Armour.....	26	1	2	" "	Goods	14	14	3	"	11 6 11
51	McKenzie vs. Tait.....	1451	3	6	January, 1846	Lands	1444	3	11	Plaintiff et al.	6 19 11
53	Christie vs. McDougall.....	40	13	0	July, 1845	"	20	11	2	Divers parties	20 2 0
54	Babux.....	54	8	6	" "	"				"	"
63	Beauchamp vs. Curbeau.....	41	2	2	" "	"	39	14	2	Divers parties	1 3 10
66	Bailey vs. Tate.....	220	5	2	July, 1845	Goods	219	15	5	"	0 9 9
"	Lemoine vs. Tate.....	516	11	0	" "	"	515	7	2	"	1 3 10
68	Baby vs. Rannee.....	55	11	0	July, 1845	Lands	14	10	4½	Plaintiff	41 0 7½
69	Seminary of Montreal vs. Globensky.....	199	6	9	30th Sept., 1845	"	197	4	9	Plaintiff et al.	2 2 0
75	Frosté vs. Tate.....	3888	19	3	" "	"				"	"
77	Ross vs. Brayton.....	52	9	3	September, 1845	"	50	7	7	Plaintiff	2 1 8
81	Massue vs. Chartrand.....	20	2	8	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
"	Christie vs. Giroux.....	59	10	3	March, 1846	"	32	1	0	Plaintiff et al.	27 9 3
83	Chef vs. Goyet.....	43	12	11	" "	Goods	43	1	2½	Prothonotary and Plaintiff	6 11 7½
92	Semple vs. Tait.....	257	1	3	November, 1845	"	251	0	8	"	6 0 7
93	Bailey vs. Tait.....	199	5	4	" "	"	197	10	5	"	1 14 11
"	Dupuy vs. Viger.....	155	19	0	" "	Lands	155	7	4	"	0 11 8
96	DeBartzsch vs. Gandreau.....	10	14	8½	" "	Goods				"	"
"	McGillis vs. Tait.....	321	7	4	" "	Lands				"	"
97	The Queen vs. Baby.....	1	3	11	" "	Goods				"	"
100	Primeau vs. Tremblay.....	16	0	6	" "	Lands				Plaintiff's Bond.	Plaintiff's Bond.
102	Dewar vs. Williams.....	12	10	6	July, 1846	"	12	2	6	Plaintiff et al.	0 8 0
108	Durocher vs. Messier.....	13	9	10½	November, 1845	Goods	12	4	9	Attorneys	1 5 13
112	Savage vs. Tamblinson.....	7	1	5	April, 1847	Goods	7	1	5	Attorneys	Settled in full.
116	Coville vs. Drysdale.....	7	1	5	" "	Lands				Bond.	Bond.
117	McNider vs. Bellingham.....	78	14	9½	January, 1846	"	78	11	5	Prothonotary et al.	0 3 4½
120	Franchère vs. Lebeau.....	82	15	5	" "	"	61	5	10	Prothonotary and Opposants	21 9 0
124	Yule vs. Schefre.....	110	14	2	March, 1846	"	102	11	6	Prothonotary and Opposants	8 2 3
128	Barsaloux vs. Lamaitre.....	284	5	5	" "	"	261	0	11	Plaintiff et al.	23 4 6
129	Mondelet vs. Ekenberg.....	117	18	9	" "	"				"	"
130	Semple vs. Tait.....	96	14	11	" "	Goods				"	"
133	Laroque vs. Martel.....	62	6	0	" "	"	58	12	4	Prothonotary and Opposants	3 13 8
134	Bailey vs. Tait.....	119	13	9	" "	Goods				"	"
135	Bleury vs. Berger.....	17	10	6	" "	Lands				Plaintiff's Bond.	Plaintiff's Bond.
136	Labbé vs. Murray.....	90	17	11	" "	Goods	89	7	5	Divers parties	1 7 6
138	Mulo vs. Lacaille.....	36	10	4	July, 1846	"	21	16	6	Plaintiffs et al.	Settled in full.
140	Jussanne vs. Dupuis.....	116	0	0	October, 1846	Lands	114	11	6	Prothonotary et al.	1 8 6
142	Lewis vs. Chalifoux.....	49	10	11	March, 1846	"	47	0	11	Plaintiffs et al.	2 10 0
143	Drolet vs. Pelouquin.....	39	16	0	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
145	Dunn vs. Catling.....	5	17	0	" "	"				"	"
146	" vs. Geers.....	9	12	0	" "	"				"	"
"	" vs. Winchester.....	82	14	6	" "	"				"	"
147	Kellogg vs. Leishman.....	217	19	8	30th May, 1846	"	217	17	6	J. Donegani	3 2 2
149	Pinsonneault vs. Brusseau.....	118	0	6	January, 1847	"	218	0	6	Opposants et al.	Settled in full.
150	Delvochio vs. Gauvreau.....	209	12	2	May, 1846	"	205	11	10	Plaintiff et al.	4 0 4
152	Ilvry vs. Cilley.....	37	4	11	March, 1846	Goods	36	9	11	Prothonotary et al.	0 5 0
161	Chippman vs. Smith.....	109	6	8	" "	Lands	109	6	8	Plaintiffs et al.	Settled in full.
163	LaFontaine vs. Robert.....	28	1	2	" "	"				"	"
164	Rouville vs. Kiershaw.....	155	15	1	July, 1846	"	154	19	5	Plaintiffs et al.	0 15 8
167	Masson vs. Belanger.....	104	12	6	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
173	Roy vs. Chenier.....	43	3	6	July, 1846	"	43	3	6	Plaintiffs et al.	Settled in full.
174	Moffatt vs. Porteous.....	106	14	2	" "	"				"	"
175	Black vs. Watson.....	209	19	4	July, 1846	Goods	168	0	5	Plaintiff et al.	41 18 11
178	Adams vs. Peddie.....	19	1	0	" "	"	16	12	0	Plaintiff et al.	2 8 4
179	Robertson vs. Drolet.....	43	12	8	" "	Lands	40	3	5	Prothonotary et al.	3 9 2
182	Alison vs. Hill.....	10	6	9	October, 1846	Goods	9	15	1	Schiller Opposants.....	0 11 8
184	Gerrard vs. Timmins.....	77	1	4	" "	Lands	77	1	4	Defendant	Settled in full.
185	" Hamilton vs. Curtis.....	38	15	9	" "	"	29	2	9	Plaintiff et al.	9 13 0
"	" Rolland vs. Hurton.....	102	18	6	" "	"	71	14	10½	Plaintiffs et al.	31 3 7½
189	Christie vs. Carlton.....	71	2	3	" "	"	70	1	7	Plaintiffs et al.	1 0 8
190	McCulloch vs. Turner.....	62	10	0	" "	"	58	2	0	Plaintiff and Prothonotary	4 8 9
191	Boisverd vs. Guertin.....	72	17	4	21st April, 1847	"	72	8	11	Divers parties	"
195	Masson vs. Rainaud.....	92	6	0	" "	"				Plaintiff's Bond.	Plaintiff's Bond.
"	" Stephens vs. Smith.....	44	7	4	October, 1847	Goods	43	17	4	Divers Opposants	0 10 0
196	Gilbert vs. Gould.....	35	14	3	" "	"	34	17	7	Prothonotary et al.	0 16 8
197	Rolland vs. Facy.....	72	2	9	" "	"	67	10	0	Plaintiff et al.	4 12 8

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

PAGE.	PARTIES' NAMES.	Amount			Date of Order or Judgment.	Whence.	Amount			To whom paid.	Remarks.		
		Received.					paid.						
		£	s.	d.			£	s.	d.		£	s.	d.
198	Quebec Bank vs Downes	29	2	4	October, 1847...	Lands							
199	Beaudry vs. Trudeau	118	18	6	January, 1847...	Lands	116	19	6	Prothonotary et al	1	19	0
201	Estham vs. Robb	103	17	6	" " " "	"	93	17	6	Plaintiffs et al	10	0	0
204	Harwood vs. Hodgson	17	17	7	" " " "	"	17	17	7	Plaintiffs et al	Settled in full.		
206	Armstrong vs. Bondy	371	8	6	" " " "	"					Plaintiff's Bond.		
209	Brunet vs. Lague	40	19	6	" " " "	"					Plaintiff's Bond.		
"	McLaughlin vs. Tucker	900	18	0	" " " "	"	71	5	3	Board of Order	829	12	9
212	Boudreau vs. Boudreau	23	3	10	" " " "	"	22	17	10	Plaintiffs et al	0	6	0
214	Grant vs. Clifford	403	18	2	" " " "	"	349	2	4	Opposants et al	54	15	10
Vol. VI.													
1	St. Louis vs. Schmelz	13	9	2	January, 1847...	Goods	11	9	2	Prothonotary et al	1	0	0
4	Cartwright vs. Monk	6052	17	6	July, 1847	Lands	1783	16	5	Plaintiffs et al	4269	1	1
5	Seminary of Montreal vs. Globenski	156	11	6	April, 1847	"	154	1	6	Plaintiffs et al	2	10	0
"	McLaughlin vs. Tucker	59	9	6	" " " "	"							
6	Laroque vs. Pion	1071	5	8	" " " "	"	1071	5	8	Plaintiffs et al	Settled in full.		
7	Malliot vs. Berthiaume	12	17	6	January, 1847...	"	5	19	2	Attorney's	6	18	4
8	Bingham vs. Bolanger	24	15	6	" " " "	"					Plaintiff's Bond.		
9	McNier vs. Bellingham	1562	16	2	" " " "	"							
"	Gauthier vs. Martin	43	9	7	April, 1847	Goods	43	9	7	Plaintiffs	Settled in full.		
10	Dorion vs. Antrobus	5	14	3	24th July, 1847	Goods	5	14	3	Plaintiffs	Settled in full.		
"	Molson vs. Weatherly	5	1	5	9th April, 1847	"	5	1	7	Plaintiffs	Settled in full.		
11	Robert vs. Meunier	1	17	53	7th April, 1847	"	1	17	53	Plaintiffs	Settled in full.		
12	St. Julien vs. Séguin	35	10	5	" " " "	"	33	10	5	Plaintiffs	Settled in full.		
"	Clarke vs. Ryder	23	13	5	" " " "	"	23	13	5	Plaintiffs	Settled in full.		
13	Laurin vs. Cousineault	187	12	31	" " " "	Lands	187	12	31	Plaintiffs et al	Settled in full.		
"	Fortier vs. Denault	2	18	0	" " " "	Goods							
14	Bro Rionton	62	6	11	21st April, 1847	Lands	62	6	11	Divers parties	Settled in full.		
"	Varin vs. Jones	70	10	6	" " " "	"	56	6	0	Plaintiffs et al	14	4	6
15	Fraser vs. Derouin	9	13	10	" " " "	"	9	13	10	Opposants	Settled in full.		
"	Masson vs. Brodeur	126	4	1	July, 1847	"	38	9	6	Divers parties	87	14	7
16	Lemoine vs. Burette	79	15	4	April, 1847	"	71	9	53	Plaintiffs et al	8	5	10 1/2
"	Flutehins vs. Mazurette	24	3	11	" " " "	Goods	24	3	11	Plaintiffs	Settled in full.		
17	Hilaire vs. Lambert	3	4	5	" " " "	"	3	4	5	Opposant	Settled in full.		
"	Poirier vs. Morin	139	16	8	" " " "	Lands	139	16	8	Plaintiff et al	Settled in full.		
18	Kierzkowski vs. Lesperance	91	14	8 1/2	" " " "	Goods	53	13	3	Opposants	36	1	5 1/2
"	Jones vs. Compstock	51	4	10	" " " "	Lands					Plaintiff's Bond.		
19	Watier vs. Demers	15	6	9	" " " "	Goods	15	6	9	Plaintiff	Settled in full.		
"	Hall vs. Harnois	1	9	3	" " " "	"	1	9	0 1/2	Plaintiffs	Settled in full.		
20	Lacaille vs. Lacaille	143	7	3 1/2	" " " "	Lands	123	6	11	Plaintiffs et al	20	0	4
11	Brazeau vs. Major	47	8	4 1/2	" " " "	Goods	42	13	11	Plaintiffs et al	4	14	5
"	Tartre vs. Fronay	30	11	3	" " " "	Lands							
22	Bonneau vs. Brosseau	63	7	6	July, 1847	"	63	7	6	Plaintiffs et al	Settled in full.		
"	Fontaine vs. Dulpé	100	14	10	April, 1847	"	86	16	6	Plaintiffs et al	13	18	4
23	Fitzpatrick vs. Bourret	11	8	4	23rd April, 1847	Goods	11	8	4	Opposants et al	Settled in full.		
"	Brien vs. Fair	26	1	33	" " " "	"	26	1	33	Plaintiffs	Settled in full.		
24	Brunet vs. Lague	6	0	2 1/2	" " " "	"	6	0	2 1/2	Attorneys	Settled in full.		
"	Viger vs. Lacombe	7	8	6	" " " "	"	7	8	6	"	Settled in full.		
25	Chabotte vs. Blanchettes	155	8	0	" " " "	Lands	148	9	5	Plaintiffs et al	6	18	7
"	Berthelet vs. Pepin	59	11	6	" " " "	"	59	11	6	"	Settled in full.		
26	Cuthbert vs. Lavoie	157	10	3	" " " "	"	119	3	11	Divers parties	38	6	4
"	Lefebvre vs. Charpentier	29	13	4	" " " "	"	24	9	2	Plaintiffs et al	5	4	2
27	LeBlanc vs. McKenzie	205	4	4	" " " "	"	205	4	4	Plaintiffs et al	Settled in full.		
"	Marchand vs. Bisset	14	16	6	" " " "	"	14	16	6	Plaintiffs et al	Settled in full.		
28	Johnson Proulx	7	7	8	" " " "	"	7	7	8	Plaintiff	Settled in full.		
"	Globensky vs. Gagnier	21	4	10	" " " "	"	21	4	10	Plaintiffs	Settled in full.		
29	" vs. Felion	21	4	10	" " " "	"	21	4	10	Plaintiffs et al	Settled in full.		
"	" vs. Normand	21	4	10	" " " "	"	21	4	10	Plaintiffs et al	Settled in full.		
30	Marchand vs. Brosseau	513	2	6	" " " "	"	513	2	6	Divers parties	Settled in full.		
31	Laroque vs. Meunier	139	14	0	" " " "	"	136	0	3	Plaintiffs et al	3	13	9
"	Bradbury vs. Cutler	23	9	4	" " " "	Goods	23	9	4	Plaintiffs	Settled in full.		
32	Howard vs. Boudreau	832	11	10	July, 1847	Lands	125	17	6	Divers parties	706	14	4
"	Lamothe vs. Kenworthy	606	13	9	" " " "	"	606	13	9	Plaintiffs et al	Settled in full.		
33	Merizzi vs. Boulé	15	7	7 1/2	" " " "	Goods	15	7	7 1/2	Plaintiffs	Settled in full.		
35	Giraldé vs. Lacoste	176	7	9	" " " "	Lands	176	7	9	Divers parties	Settled in full.		
"	Roy vs. Lamarrie	53	10	6	" " " "	"	53	10	6	Plaintiffs	Settled in full.		
36	Compt vs. Smith	3	8	10	" " " "	Goods	3	8	10	Plaintiffs	Settled in full.		
"	Jobson vs. Radiger	9	11	4	" " " "	"	9	11	4	Plaintiffs	Settled in full.		
37	Smith vs. Fournier	0	13	9 1/2	" " " "	"					Settled in full.		
38	Campbell vs. Hungerford	23	0	0	" " " "	"	23	0	0	Plaintiffs	Settled in full.		
"	Fraser vs. Sammerby	90	18	0	" " " "	Lands	73	3	6	Divers parties	16	14	4
39	Marchand vs. Brosseau	332	11	0	" " " "	"	332	11	0	"	Settled in full.		
"	Armstrong vs. Godin	20	13	0	" " " "	"	20	13	0	Plaintiffs	Settled in full.		
40	Elliott vs. Elliott	0	14	0	" " " "	"	0	14	0	Plaintiffs	Settled in full.		
41	Beaudry vs. Turcot	274	6	43	" " " "	"							
"	Armour vs. Gunnerman	57	9	6	" " " "	"	57	9	6	Opposants	Settled in full.		
42	Ostrout vs. Jones	92	7	5	" " " "	"					Bond.		
"	Kuy vs. Evans	46	2	6	" " " "	Goods	46	2	6	Plaintiffs	Settled in full.		
43	Mackay vs. Pickle	6	12	6	" " " "	"	6	12	6	Plaintiffs	Settled in full.		
"	Renaud vs. Franchère	5	17	2	" " " "	"							
44	Mackay vs. Green	11	10	6	" " " "	"	11	10	6	Plaintiffs	Settled in full.		
"	Ermatinger vs. Grantham	41	10	3	" " " "	"							
45	Footner vs. Guerin	1	10	1	" " " "	"	1	10	1	Plaintiffs	Settled in full.		
"	Lefebvre vs. Byers	35	8	2	" " " "	"	35	8	2	Plaintiffs	Settled in full.		
46	Bingham vs. Goderd	46	3	10	" " " "	Lands							
"	Lafleur vs. Theroux	53	9	3	" " " "	"	53	9	3	Plaintiffs	Settled in full.		
47	Freligh vs. Baker	86	18	3	" " " "	Lands							
"	Scott vs. Globenski	75	18	10	July, 1847	Goods	75	18	10	Divers parties	Settled in full.		
48	Cheff vs. McDermott	144	12	5	" " " "	Lands	41	19	11	Plaintiffs et al	102	12	6
49	Delery vs. Darveau	54	12	1	" " " "	"	54	12	1	Plaintiff	Settled in full.		

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount Received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
	Delery vs. Daout	21	14	1	July, 1847.....	Lands	21	14	1	Plaintiffs.....	Settled in full.
50	Vallee vs. Drolet	2444	3	3	" "	"	2444	3	3	Divers parties.....	Settled in full.
	Jones vs. Whitney	282	0	0	" "	"					
51	Pigeon vs. Brock	29	5	0	" "	"	29	5	0	Defendant	Settled in full.
	Beaupré vs. Cadieux	292	3	0	" "	"	292	3	0	Divers parties	Settled in full.
52	Darce vs. Gregorie	15	14	8½	" "	"	15	14	8½	Opposants	Settled in full.
54	Belanger vs. Leduc	35	14	8	" "	Goods	35	14	8	Plaintiffs	Settled in full.
	O'Neill vs. Anderson	56	17	0	" "	Lands					
55	Watkins vs. Glen	18	18	4	" "	"	18	18	4	Plaintiffs	Settled in full.
	Cyr vs. Roeburne	70	13	6	" "	"	70	13	6	Plaintiffs et al.	Settled in full.
56	Christie vs. Shedden	49	13	3	" "	"					
	Roy vs. Sarrazin	15	2	3½	" "	Goods	15	2	3½	Opposant and Attorney ..	Settled in full.
57	Vennor vs. Fraser	57	3	0	" "	"	57	3	0	Plaintiffs	Settled in full.
	Deléry vs. Marcellin	236	16	10	" "	Lands					
58	Bonneau vs. Boire	62	10	6	" "	"					Bond.
	Papineau vs. Buchanan	675	15	0	" "	"					
59	Armstrong vs. Chenevert	0	1	0	" "	"					
60	Laporte vs. Coiton	32	8	2	" "	"					
	Eager vs. Douglass	198	9	4	" "	"					
61	Christie vs. Denault	13	17	8	" "	"					
	Bonneau vs. Gibeau	27	6	6	" "	"					
62	Montmarquet vs. Gibson	120	4	0	" "	"					Plaintiff's Bond.
	Sauvageau vs. Laberge	52	17	4	" "	"					
65	Laframboise vs. Viau	140	5	6	" "	"					
66	Christie vs. Gamache	10	7	0	" "	"					
	Masson vs. Roy	54	0	8	" "	"					
67	Beauharnois vs. Daigneau	62	16	0	" "	"					
	Deléry vs. McDonald	4	11	7	" "	"					
68	Deléry vs. Fontaine	4	14	7	" "	"					
69	vs. Neven	5	0	8	" "	"					
	Tetu vs. Langellier	116	18	6	" "	"					

We certify that the above written Statement is correct, and corresponds with the returns made by us to the Court of Queen's Bench of the District of Montreal, to the several Writs to us addressed as Sheriff, up to this 20th day of September, 1847.

(Signed,)

BOSTON & COFFIN,
Sheriff.

Sworn before me at Montreal, this 29th day of September, 1847, by William Foster Coffin, Esquire. }
(Signed,) CHAS. D. DAY, J. B. R. }

We, the Joint Prothonotary of Her-Majesty's Court of Queen's Bench for the District of Montreal, do hereby certify that the foregoing is a true Copy of the Statement and Account of Moneys received and paid by the Sheriff, for the District of Montreal, from the 16th day of March, 1847, to the 20th day of September, 1847; the original whereof was deposited by the said Sheriff in our Office, on the 1st day of October, one thousand eight hundred and forty-seven.

Given at Montreal, this 14th day of April, 1849.

MONK, COFFIN & PAPINEAU,
Prothonotary.

STATEMENT and Account of all Moneys received and which are in the hands of John Boston and William Foster Coffin, Esquires, Sheriff of Montreal, from the 20th day of September, 1847, and of the payments thereof since made, rendered according to the requirements of the Provincial Act, 6 Will. IV, cap. 15, intituled, "An Act for making regulation respecting the Office of Sheriff."

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence	Amount paid.			To whom paid.	Remarks, Balances, Bonds.			
		£	s.	d.			£	s.	d.		£	s.	d.	
12	Pothier vs. Foucher.	9053	0	8	{ 20th April } and 20th Oct. 1843.	Lands	8994	10	11	Opposants et al.	58	9	4	
17	Badgley vs. Bistodeau.	721	13	6	20th Oct. 1842.	"	658	9	11	Plaintiffs et al.	63	3	7	
39	Beaupré vs. Dalpé.	142	13	2	20th Oct. 1842.	"	141	2	8	Opposants et al.	1	4	4	
40	Lionais vs. Ducloux.	137	1	8	"	"	"	"	"	Plaintiffs' Bond	"	"	"	
42	Bank of Montreal vs. Ferrin.	248	17	4	{ 20th April } and 20th (June 1843.)	"	229	14	6	Divers opposants	19	2	10	
"	Christie vs. Lanoux.	128	4	2	20th April, 1844.	"	124	11	10	Opposants et al.	3	12	2	
43	Perkins vs. McCaffray.	0	11	6	"	Goods	"	"	"	"	"	"	"	
51	Papineau vs. Boisverd.	84	1	2	17th June, 1842.	Lands	82	5	2	Plaintiffs et al.	2	16	0	
54	Paradis vs. Cartier.	659	17	11	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
56	Beaupré vs. Desilets.	4	6	1	"	Goods	"	"	"	"	"	"	"	
60	Elice vs. Lepitre.	19	6	8	8th Oct. 1842.	Lands	16	4	3	Plaintiffs	2	3	5	
64	L'E-perance vs. Dufresne.	173	3	2	30th Nov. 1844.	"	170	8	2	Plaintiffs et al.	2	10	0	
87	DeBartzech vs. Plamondon.	44	1	11	"	"	"	"	"	"	"	"	"	
98	Bertrand vs. Massé.	73	9	5	20th Feb. 1843	"	70	19	11	Plaintiff et al.	2	9	6	
106	Torrance vs. Bolton.	260	13	5	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
107	Crepeaud vs. Lepire.	32	12	2	20th Feb. 1843.	"	31	7	2	Divers opposants	1	5	0	
108	Dorion vs. Barcelo.	172	0	0	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
119	Robert vs. Schefvre.	133	14	10	14th June, 1843.	"	127	10	0	Divers opposants	6	4	8	
121	Colville vs. Bryson.	65	16	2	12th April, 1843.	"	61	12	0	Plaintiffs et al.	4	8	0	
128	Martin vs. Leduc.	211	0	0	20th Feb. 1844.	"	202	17	5	Divers opposants	8	2	7	
132	Buchanan vs. Mackay.	845	12	5	31st May, 1844	"	86	6	2	Opposants	Plaintiff's Bond.	"	"	"
162	Cosineau vs. Cloutier.	25	17	0	20th July, 1843.	"	23	8	6	"	2	10	0	
166	Keith vs. Griffin.	1516	8	0	20th June, 1843.	"	1508	18	6	Plaintiffs	7	2	2	
169	Frothingham vs. Nye.	32	8	2	14th June, 1844.	"	26	7	9	Plaintiffs et al.	6	0	6	
184	Limoges vs. Delagrave.	616	6	0	{ June, 1843. } and Feb. } 1844.	"	612	19	0	"	"	3	7	0
191	Doléry vs. Joassin.	5	17	1	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
205	Robert vs. Schefvre.	166	4	3	20th Oct. 1843.	"	157	2	6	Divers opposants	9	1	9	
206	Benoit vs. Chapletoine.	52	0	8	19th Oct. 1843.	"	49	11	8	Plaintiffs et al.	2	9	8	
210	Roiveau vs. Roiveau.	179	2	8	October, 1843.	"	115	19	5	Plaintiffs et al.	63	9	3	
215	Morehouse vs. Benoit.	7	7	0	October, 1843.	"	2	5	10	Hubert, Advocate	Plaintiff's Bond.	"	"	"
218	Valotte vs. Lanctot.	920	11	0	October, 1843.	"	486	0	6	Divers opposants	434	4	6	
219	Scott vs. Schmetz.	29	4	8	"	Goods	26	15	2	Plaintiff et al.	2	9	4	
222	Roy vs. Lemay.	31	7	8	"	Lands	"	"	"	"	Plaintiff's Bond.	"	"	"
228	Duplessis vs. Viau.	9	19	11	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
Vol. IV.														
3	Globenski vs. Archambault.	0	14	10	"	Goods	"	"	"	"	"	"	"	
10	Doléry vs. St. Amand.	41	18	3	October, 1843.	Lands	38	11	2	Plaintiffs	3	11	1	
16	Theroux vs. Theroux.	71	2	6	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
17	Prineau vs. Archambault.	8	10	10	October, 1843.	Goods	4	0	0	Opposant	4	6	9	
19	Rouville vs. L'Heureux.	25	9	8	January, 1846.	Lands	21	2	11	Plaintiffs	4	10	10	
25	Larou vs. Marien.	98	1	9	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
37	LaFontaine vs. Valiquette.	348	15	6	October, 1844.	"	344	5	10	Divers opposants	4	9	8	
38	O'Brien vs. McLancon.	10	18	1	April, 1844.	Goods	8	12	4	Opposants	2	5	9	
43	Lantier vs. Giroux.	48	7	4	February, 1844.	Lands	53	10	6	Opposants et al.	5	3	4	
46	Bagg vs. Rousselle.	109	8	8	April, 1844.	"	81	17	5	Divers opposants	Plaintiff's Bond.	"	"	"
50	Desnutels vs. Wait.	4322	13	0	February, 1844.	"	4321	11	11	Divers opposants	0	19	1	
59	Demers vs. Bautron.	10	0	11	"	Goods	9	3	4	Terroux, Advocate	0	19	6	
60	DeBartzech vs. Quелlette.	39	12	4	"	Lands	"	"	"	"	Plaintiff's Bond.	"	"	"
74	Vallee vs. Regnier.	127	6	3	20th Sept. 1844.	"	124	16	3	Divers opposants	2	10	0	
77	Lussier vs. Beauchamp.	11	10	4	"	"	"	"	"	"	"	"	"	
78	Rossiter vs. Ryan.	180	3	0	"	"	"	"	"	"	"	"	"	
"	Wilkes vs. Connet.	181	12	0	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
79	Viger vs. Cousineault.	255	1	11	20th April, 1844.	"	254	7	21	Plaintiffs et al.	0	14	8	
90	Guy vs. Garipey.	2	6	9	"	Goods	"	"	"	"	"	"	"	
92	De-jardin vs. Brien.	15	6	3	May, 1844	"	14	4	3	Plaintiffs	1	2	0	
104	Workman vs. Clarke.	43	17	4	July, 1844	"	39	4	8	Opposants et al.	4	12	9	
105	Taylor vs. Clarke.	18	4	10	May, 1844	"	13	1	7	Plaintiff et al.	5	3	5	
106	Elice vs. Archambault.	212	4	6	"	Lands	208	19	10	Plaintiff et al.	3	4	8	
108	Tremblay vs. Tremblay.	186	5	6	September, 1844	"	184	11	6	Plaintiff et al.	1	14	0	
112	Froste vs. Paquad.	170	6	8	"	"	161	0	10	Divers opposants	9	5	10	
117	Goodnow vs. Sull.	84	11	9	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
122	Prevost vs. Leblanc.	27	18	0	"	Goods	23	14	2	Divers opposants	4	3	10	
131	Desrivieres vs. Sax.	175	11	0	"	"	174	19	4	Opposants et al.	0	11	8	
134	Molson vs. Townsend.	13	5	11	"	"	8	12	11	Plaintiffs et al.	4	13	0	
135	Hamilton vs. Castongue.	142	12	9	"	Lands	139	13	9	"	2	19	0	
138	Lesperance vs. Geoffrion.	368	6	6	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
141	Connolly vs. Languedoc.	56	11	7	"	"	"	"	"	"	Plaintiff's Bond.	"	"	"
142	Turoot vs. Demers.	91	10	4	November, 1844.	"	90	2	4	Divers opposants	1	8	0	
144	Pigeon vs. Castongue.	53	7	0	September, 1844.	"	30	1	10	Opposants et al.	25	5	2	
149	Languedoc vs. Prevost.	59	2	6	"	"	56	19	10	"	2	2	8	
150	Johnson vs. Leishman.	39	5	9	"	"	37	0	13	Plaintiff	2	5	8	
151	Bingham vs. Séguin.	58	19	11	"	"	43	9	0	Opposants et al.	15	10	11	
155	Mills vs. Thompson.	498	7	10	November, 1844.	"	495	17	10	Opposants	2	10	0	
163	Freligh vs. Little.	373	6	4	"	"	347	17	11	Prothonotary and Opposants	25	13	5	
Vol. V.														
2	Froste vs. Tait.	82	8	7	29th Jan., 1845.	Goods	68	11	0	Divers parties.	13	17	7	
5	Egan vs. Pitt.	225	10	0	"	Lands	"	"	"	"	Plaintiff's Bond.	"	"	"

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

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		£	s.	d.			£	s.	d.		
	Mongenait vs. Cardinal,	48	7	10		Lands				Plaintiff's Bond.	
8	Mathewson vs. Gauthier,	4	19	2½		Goods					
16	Chef vs. Blot,	189	15	9	March, 1845	Lands	168	15	8	Plaintiff et al.	1 0 0
18	Durion vs. Berthelot,	9	12	11	"	Goods	9	12	11	Divers parties.	0 18 7
19	Plante vs. Vian,	131	2	6	"	Lands	130	7	4	Plaintiff et al.	0 16 8
21	Kidston vs. Cormack,	4928	0	3	September, 1844.	"	4928	0	3	Plaintiff et al.	Settled in full.
24	Christie vs. Boisverd,	1	12	11	"	"					
28	McCallum vs. Pinsonneault,	1	0	9	"	"					
29	Mathison vs. Spence,	124	16	2	March, 1845	"	120	13	7	Plaintiff	3 2 7
39	Papineau vs. Chenier,	18	17	2	March, 1845	Lands				Plaintiff's Bond.	40 14 8
41	Christie vs. Lewis,	214	2	0	May, 1845	"	173	7	1	Divers parties.	2 10 0
42	Mathewson vs. Hebert,	122	10	6	"	"	120	0	5	Divers parties.	Plaintiff's Bond.
43	Dewer vs. Williams,	10	0	4	"	"				Plaintiff's Bond.	9 13 10
44	DeBartzsch vs. Burgault,	202	18	1	May, 1845	"				Plaintiff's Bond.	48 7 8½
45	Petit vs. Primeau,	17	7	2	"	"	7	13	4	Prothonotary et al.	11 6 11
47	Christie vs. Leslie,	77	11	7½	"	"	29	3	11	"	6 19 11
50	Weir vs. Armour,	26	1	2	"	Goods	14	14	3	"	20 2 0
51	McKenzie vs. Tait,	1451	3	6	January, 1846.	Lands	1444	3	11	Plaintiff et al.	18 19 4
53	Christie vs. McDougall,	40	13	0	July, 1845	"	20	11	2	Divers parties.	1 3 10
54	Christie vs. Babeux,	54	8	6	January, 1848.	Lands	35	11	2	Plaintiff et al.	0 9 9
65	Beauchamp vs. Corbeau,	41	2	2	"	"	39	14	2	Divers parties.	1 3 10
65	Bailey vs. Tait,	220	5	2	July, 1845	Goods	219	15	5	"	0 9 9
	" Lemoine vs. Tait,	516	11	0	"	"	515	7	2	"	1 3 10
68	Baby vs. Renaume,	55	11	0	"	Lands	14	10	4½	Plaintiffs	41 0 7½
69	Seminary of Montreal vs. Globenski,	199	6	9	September, 1845	"	197	4	9	Plaintiff et al.	2 2 0
75	Frost vs. Tait,	3888	19	3	January, 1848	"	3871	11	0	Opponents and Others	17 8 3
77	Rose vs. Brayton,	50	7	7	September, 1845	"	50	7	7	Plaintiff	2 1 8
81	Massue vs. Chartrand,	20	2	8	"	"				Plaintiff's Bond.	27 9 3
	" Christie vs. Giroux,	59	10	3	March, 1846	"	32	1	0	Plaintiff et al.	0 11 7½
98	Chef vs. Goyet,	43	12	11	"	Goods	43	1	2½	Prothonotary and Plaintiff.	6 0 7
92	Temple vs. Tait,	257	1	3	November, 1845.	"	251	0	8	"	1 14 11
93	Bailey vs. Tate,	199	5	4	"	"	197	10	5	"	0 11 8
	" Dupuy vs. Viger,	155	19	0	"	Lands	155	7	4	"	
96	DeBartzsch vs. Goudreau,	10	14	8½	"	Goods				"	
	" McGillis vs. Tait,	321	7	4	"	Lands				"	
97	The Queen vs. Baby,	1	3	11	"	Goods				"	
102	Dowar vs. Williams,	12	10	6	July, 1846	Lands	12	2	6	Plaintiffs et al.	6 8 0
108	Durocher vs. Messier,	13	9	10½	November, 1845	Goods	12	4	9	Attorneys	1 5 1½
116	Colville vs. Drysdale,	15	10	0	January, 1846	Lands	15	10	0	Opponent	Settled in full.
117	McNider vs. Bellingham,	78	14	9½	January, 1846	"	78	11	5	Prothonotary et al.	0 3 4½
120	Franchère vs. Lebeau,	82	15	5	"	"	61	5	10	Prothonotary and Opponent	21 9 0
124	Yule vs. Scheffre,	110	14	2	March, 1846	"	102	11	6	Prothonotary and Plaintiff.	8 2 8
128	Barselow vs. Lamarre,	284	5	5	"	"	284	5	5	Plaintiff et al.	Settled in full.
129	Mondelet vs. Ekenberg,	280	2	7	"	"	162	3	10	Opponents	117 13 9
130	Semple vs. Tait,	96	14	11	"	Goods				"	
133	Laroque vs. Martel,	62	6	0	"	Lands	58	12	4	Prothonotary and Opponent	3 13 8
135	Bleury vs. Bryson,	17	10	6	"	"				Plaintiff's Bond.	1 7 6
136	Labbé vs. Murray,	90	17	11	"	Goods	89	7	5	Divers parties.	1 8 6
140	Jussanne vs. Dupuis,	116	0	0	October, 1846.	Lands	114	11	6	Prothonotary et al.	2 10 0
142	Lewis vs. Chalifoux,	49	10	11	March, 1846	"	47	0	11	Plaintiff et al.	Settled in full.
143	Drolet vs. Pelquin,	39	16	0	January, 1847	"	39	16	0	Plaintiff et al.	
145	Dunn vs. Catling,	5	17	0	"	"				"	
146	Dunn vs. Geers,	9	12	0	"	"				"	
	" Dunn vs. Winchester,	82	14	6	"	"				"	
147	Kellogg vs. Leishman,	217	19	8	May, 1846	"	217	17	6	J. Donegani	3 2 2
150	Delvecchio vs. Gauvreau,	209	12	2	"	"	205	11	10	Divers parties	4 0 4
152	Henry vs. Gilley,	37	4	11	March, 1846	Goods	36	19	11	Prothonotary et al.	0 5 0
163	Lal'ontaine vs. Robert,	28	1	2	"	Lands				"	
164	Rouville vs. Kiuchan,	155	15	1	July, 1846	"	154	19	5	Plaintiff et al.	0 15 8
167	Masson vs. Belanger,	154	12	6	"	"				"	
173	Roy vs. Cherrier,	43	3	6	"	"				"	
174	Moffatt vs. Porteous,	106	14	2	"	"				"	
175	Black vs. Watson,	41	18	11	"	Goods				"	
178	Adams vs. Peddie,	19	1	0	"	"	16	12	0	Plaintiff et al.	2 8 4
179	Robertson vs. Drolet,	43	12	8	"	Lands	40	3	5	Prothonotary et al.	3 9 3
183	Alison vs. Hill,	10	6	9	October, 1846.	Goods	9	15	1	Schiller, Opponents	0 11 3
185	Hamilton vs. Curtis,	38	15	9	"	Lands	29	2	9	Plaintiff et al.	9 13 0
	" Rolland vs. Hurton,	102	18	6	"	"	71	14	10½	Plaintiff et al.	31 3 7½
189	Christie vs. Carlton,	71	2	3	"	"	70	1	7	Plaintiff et al.	1 0 8
190	McCalloch vs. Turner,	62	10	9	"	"	62	10	9	Plaintiff et al.	Settled in full.
195	Stephens vs. Smith,	44	7	4	"	Goods	43	17	4	Divers opponents	0 10 0
196	Gilbert vs. Gould,	35	14	3	"	"	34	17	7	Prothonotary et al.	0 16 8
197	Rolland vs. Facey,	72	2	9	"	Lands	67	10	0	Plaintiff et al.	4 12 8
198	Quebec Bank vs. Downes,	29	2	4	"	"				"	
199	Beaudry vs. Trudeau,	118	18	6	January, 1847.	"	116	19	6	Prothonotary et al	1 19 0
201	Latham vs. Robb,	103	17	6	"	"	93	17	6	Plaintiff et al.	10 0 0
206	Armstrong vs. Bondy,	371	8	6	"	"				Plaintiff's Bond.	829 12 9
209	Brunet vs. Legue,	40	19	6	"	"				Plaintiff's Bond.	0 6 0
	" McLaughlin vs. Tucker,	909	18	0	"	"	71	5	3	Board of Ordinance	0 6 0
212	Benudreau vs. Duodreau,	23	3	10	"	Goods	22	17	10	Plaintiffs et al	Settled in full.
214	Grant vs. Clifford,	403	18	2	"	Lands	403	18	2	Plaintiffs et al	
Vol. VI.											
1	St. Louis vs. Schmeltz,	12	9	2	January, 1847.	Goods	11	9	2	Prothonotary et al	1 0 0
4	Cartwright vs. Monk,	6052	17	6	July, " "	Lands	1783	16	5	Plaintiff et al.	4269 1 1
5	Seminary of Montreal vs. Globenski,	156	11	6	April, 1847.	"	154	1	6	"	2 10 0
	" McLaughlin vs. Tucker,	59	9	6	"	"				"	
7	Mailhot vs. Berthiaume,	12	17	6	January, 1847.	"	12	17	6	Prothonotary and Attorneys	Settled in full.
8	Bingham vs. Belanger,	24	15	6	"	"				Plaintiff's Bond.	
9	McNider vs. Bellingham,	1562	16	2	"	"				Bond.	
13	Fortier vs. Denaault,	2	18	0	October, 1847.	Goods	2	18	0	Plaintiff	Settled in full.
14	Varin vs. Jones,	70	10	6	April, 1847.	Lands	70	10	6	Plaintiff et al.	Settled in full.

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.		
		£	s.	d.			£	s.	d.		£	s.	d.
13	Masson vs. Brodeur,	126	4	1	July, 1847	Lands	126	4	1	Divers parties	Settled in full.		
16	Lemoine vs. Burelle,	79	15	4	April, 1847	"	71	9	5 $\frac{1}{2}$	Plaintiffs et al.	8 5 10 $\frac{1}{2}$		
18	Kierzkowski vs. Lesperance,	91	14	8 $\frac{1}{2}$	"	Goods	55	13	3	Opposants	36 1 5		
	Jones vs. Comstock,	51	4	10	"	Lands					Plaintiff's Bond.		
20	Lacaille vs. Lacaille,	143	7	3	April, 1847	"	13	19	4	Plaintiffs et al.	5 7 11		
21	Brazeau vs. Major,	47	8	4 $\frac{1}{2}$	"	Goods	42	13	11	"	4 14 5		
	Tartre vs. Freney,	30	11	3	"	Lands							
22	Fontaine vs. Dalpe,	100	14	0	April, 1847	"	86	16	6	Plaintiff et al.	13 18 4		
25	Chalotte vs. Blanchette,	153	8	0	"	"	148	9	5	Plaintiff et al.	6 18 7		
26	Cuthbert vs. Lavoie,	157	10	3	"	"	121	13	11	Divers parties.	35 16 4		
	" Lefebvre vs. Charpentier,	29	13	4	"	"	24	9	2	Plaintiff et al.	5 4 2		
31	Larocque vs. Meunier,	139	14	0	"	"	136	0	3	Plaintiff et al.	3 13 9		
32	Howard vs. Bondreau,	832	11	10	July, 1847	Lands	831	19	6	Divers parties	0 12 4		
37	Smith vs. Fournier,	0	13	9 $\frac{1}{2}$	"	Goods				"			
38	Fraser vs. Summersby,	90	18	0	"	Lands	81	6	10	"	9 11 2		
41	Beaudry vs. Sniart,	274	6	4 $\frac{1}{2}$	January, 1848	"	272	2	4 $\frac{1}{2}$	Plaintiff and Opposants	2 4 0		
42	Osterout vs. Jones,	92	7	5	October, 1847	Lands	27	13	8	Divers Opposants	64 13 9 Bond.		
43	Renaud vs. Franchère,	5	17	2	"	Goods							
44	Ermatinger vs. Grantham,	41	10	0	January, 1848	"	41	10	0	Plaintiffs et al.	Settled in full.		
46	Lefebvre vs. Byers,	33	8	2	"	"					Settled in full.		
	Bingham vs. Godard,	46	3	10	July, 1847	Lands	46	3	10	Plaintiff	Settled in full.		
47	Freigh vs. Baker,	86	18	3	"	"	74	15	3	Plaintiff	12 3 0		
48	Chef vs. McDermott,	144	12	5	"	"	41	19	11	Plaintiff et al.	102 12 6		
50	Jones vs. Whitney,	282	0	0	October, 1847	"	282	0	0	Plaintiff et al.	Settled in full.		
54	O'Neill vs. Anderson,	56	17	0	"	"	56	17	0	Plaintiff	Settled in full.		
56	Christie vs. Shudden,	49	13	3	"	"	49	13	3	Plaintiff	Settled in full.		
57	Deléry vs. Marcellin,	236	16	10	"	"	76	16	7	Plaintiff et al.	160 0 3		
58	Bonneau vs. Bowie,	62	10	6	"	"	43	17	2	Plaintiff et al.	19 7 4		
	Papineau vs. Buchanan,	675	15	0	"	"	675	15	0	Plaintiff et al.	Settled in full.		
59	Armstrong vs. Chenevert,	0	1	0	"	"							
60	Laporte vs. Coiton,	32	8	2	"	"							
	Eager vs. Douglas,	198	9	4	"	"	198	9	4	Plaintiff	Settled in full.		
61	Christie vs. Dunan,	13	17	8	"	"	13	17	8	Plaintiff	Settled in full.		
62	Montmarquet vs. Gibson,	120	4	0	"	"	114	16	8	Plaintiff	5 7 4		
	Sauvageau vs. Laberge,	52	17	4	"	"	46	12	4	Plaintiff	6 5 0		
65	Laframboise vs. Viau,	140	5	6	January, 1848	"	140	5	6	Plaintiff et al.	Settled in full.		
66	Christie vs. Gamache,	10	7	0	October, 1847	"	10	7	0	Plaintiff	Settled in full.		
	Masson vs. Roy,	24	0	8	"	"	22	19	8	Plaintiff	1 1 0		
67	Beauharnois vs. Daigeneau,	64	16	0	"	"	62	16	0	Plaintiff et al.	Settled in full.		
	Deléry vs. McDonald,	4	11	7	"	"							
	vs. Fontaine,	4	14	7	"	"							
69	vs. Neveu,	3	0	8	"	"							
	Tétu vs. Langellier,	116	18	6	January, 1848	"	91	13	10	Divers Opposants	25 4 8		
70	Noisieux vs. Foucot,	54	15	4	October, 1847	Goods	54	15	4	Plaintiffs et al.	Settled in full.		
	Rivet vs. Bergeron,	16	13	7 $\frac{1}{2}$	"	"	16	13	7 $\frac{1}{2}$	"	Settled in full.		
71	Hurteau vs. Guyon,	3	13	3	October, 1847	Goods	3	13	3	Plaintiff	Settled in full.		
	Jacobs vs. Bender,	375	10	10	"	Lands	375	10	10	Plaintiff et al.	Settled in full.		
72	Mercier vs. Dufresne,	23	8	4 $\frac{1}{2}$	"	"	8	10	4	"	14 18 0 $\frac{1}{2}$		
73	Leduc vs. Mallette,	668	0	0	"	"	668	0	0	Plaintiff et al.	Settled in full.		
74	Kershaw vs. Dyer,	2	16	2	"	Goods	2	16	2	Plaintiff	Settled in full.		
	Turbaque vs. Grantham,	46	18	0	"	Lands	46	18	0	Divers parties	Settled in full.		
75	Sweet vs. Brownlee,	1	4	4	"	Goods	1	4	4	Plaintiff	Settled in full.		
	Armstrong vs. Godin,	19	17	8	"	Lands	19	17	8	Plaintiff	Settled in full.		
76	Vallée vs. Guy,	429	14	2	"	Goods							
	Michette vs. Girard,	17	2	8	"	Lands	17	2	8	Divers parties	Settled in full.		
77	Colville vs. Forbes,	113	10	0	"	"	113	10	0	Opposants	Settled in full.		
	Robly vs. Malburg,	1	0	1 $\frac{1}{2}$	"	Goods	0	9	8	Opposants	0 10 5 $\frac{1}{2}$		
78	Bonneau vs. Gibeau,	71	11	8	"	Lands	69	16	4	Plaintiff	1 15 4		
79	Whitney vs. Hinckley,	9	19	0	"	Goods	9	19	0	Plaintiff	Settled in full.		
	Brewster vs. Bantrou,	32	2	11	"	Lands	32	2	11	Plaintiff et al.	Settled in full.		
80	Marchand vs. Bro-seau,	444	14	1	"	"	444	14	1	Plaintiff et al.	Settled in full.		
81	Sherwood vs. Côté,	49	9	6	"	Goods							
	Brennan vs. Schmelz,	72	10	0	January, 1848	Lands	67	18	4	Divers parties	4 12 8		
82	Bertrand vs. Brosseau,	75	17	8	October, 1847	"	75	17	8	"	Settled in full.		
	Robert vs. Meunier,	38	6	2	"	"	32	14	2	Plaintiffs et al.	5 12 0		
83	Lalonde vs. Bissonnette,	43	15	6	"	"	33	15	1	Divers parties	10 0 5		
	Houghton vs. Dyde,	966	0	9	"	"	966	0	9	Plaintiffs et al.	Settled in full.		
84	Roy vs. Cartier,	54	14	6	"	"	54	14	6	Divers parties	Settled in full.		
85	Lesperance vs. Mount,	28	7	3	"	"	28	7	3	"	Settled in full.		
	Larocque vs. Séguin,	20	6	0	"	"	20	6	0	"	Settled in full.		
86	Bank of Montreal vs. Bigelow,	11	10	7	"	Goods	11	10	7	Plaintiff	Settled in full.		
	Gauthier vs. Martin,	257	7	6	"	Lands	255	17	10	Plaintiffs et al.	1 9 8		
87	Globenski vs. Robert,	8	11	7	"	"	8	11	7	Plaintiff	Settled in full.		
	Noisieux vs. Urbin,	40	13	7	"	"	40	13	7	Plaintiffs et al.	Settled in full.		
88	Perrault vs. Gaudron,	27	5	6	"	"	27	5	6	Divers parties	Settled in full.		
	Phillips vs. Gougeon,	13	17	5	"	Goods	13	17	5	Plaintiff	Settled in full.		
89	Orr vs. Lynch,	20	13	1	"	Goods	20	13	1	Plaintiff	Settled in full.		
	Macfarlane vs. Faley,	53	18	3	January, 1848	Lands	50	2	9	Plaintiff et al.	3 15 6		
90	Renaud vs. Wilson,	269	9	11	"	Goods							
	Alsopp vs. Hunt,	33	6	4	"	Lands							
91	Ross vs. Wickstead,	17	9	6	"	"					Plaintiff's Bond.		
	Dufresne vs. Coureolles,	10	10	4	October, 1847	Goods	10	10	4	Divers parties	Settled in full.		
92	McKenzie vs. Jamieson,	67	13	6	January, 1847	Lands	64	3	6	"	3 10 0		
	Dickson vs. McEwan,	8	3	0	"	"							
93	Drolet vs. Phaneuf,	77	2	0	"	"	32	4	6	Quimette and Sicotte	44 17 6		
94	Roy vs. Giraldi,	70	14	0	"	"							
95	Anderson vs. Hugarty,	6	2	9	"	Goods							
96	Bingham vs. Thauvette,	37	13	0	"	Lands					Plaintiff's Bond.		
	vs. Villeneuve,	24	11	10	"	"					Plaintiff's Bond.		
97	vs. Clarke,	22	16	10	"	"					Plaintiff's Bond.		
	Mongenaix vs. Dénoimée,	52	8	0	"	"					Plaintiff's Bond.		
98	Ellice vs. Leclaire,	0	6	9	"	"					Plaintiff's Bond.		

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES NAMES.	Amount received.	Date of Order or Judgment.	Whence.	Amount paid.	To whom paid.	Remarks.
		£ s d.			£ s d.		
	Ellice vs. Quesnel,	6 13 6		Lands			
99	Gilbert vs. McNamer,	11 7 0	January, 1847	Goods	11 7 0	Divers parties	Settled in full.
	Santell vs. Homier,	0 16 3	" "	"	16 3	Plaintiff	Settled in full.
100	Colville vs. Blanchette,	35 2 0	" "	"			Plaintiff's Bond.
	Molson vs. McLaughlin,	8 17 11	" "	Goods	8 17 11	Plaintiff	Settled in full.
101	Hauton vs. Adams,	48 10 2	" "	"	48 10 2	Plaintiff et al	Settled in full.
	Montreal vs. Beaudry,	57 10 3½	" "	"	57 10 3½	Plaintiff	Settled in full.
102	Colville vs. Forbes,	184 0 0	" "	Lands	184 0 0	Opposants	Settled in full.
103	Robert vs. Goyet,	260 7 5	" "	"	43 11 0	Divers parties	216 16 5
104	Hervieux vs. McCaffray,	4 17 5	" "	Goods	4 17 5	Plaintiff	Settled in full.
106	Barbeau vs. Jérémie,	200 14 4	January, 1848	Lands	55 2 0	Divers parties	145 12 4
107	Mills vs. Goodwin,	139 0 6	" "	"	135 7 2	Defendant	3 13 4
	Papineau vs. Adam,	59 8 10	" "	"	59 8 10	Plaintiff et al	Settled in full.
108	Bancroft vs. Mathers,	43 5 2	" "	"	43 5 2	Plaintiff	Settled in full.
	Lussier vs. Massue,	62 3 10	" "	"			
109	Paré vs. Tremblay,	158 9 0	" "	"	158 9 0	Plaintiff et al	Settled in full.
	Charlebois vs. Fairant,	0 12 3	" "	Goods	12 3	Plaintiff	Settled in full.
110	Beaudry vs. Hamelin,	9 19 7	" "	"	9 19 7	Plaintiff	Settled in full.
	Adams vs. Kerr,	3 9 11	" "	"	3 9 11	Plaintiff	Settled in full.
111	Prevost vs. Herard,	2 11 11	" "	"	2 11 11	Plaintiff	Settled in full.
	Matchett vs. McDonald,	12 12 10	" "	"	10 11 1	Divers parties	2 1 9
112	City Bank vs. Bunker,	14 4 8	" "	"	14 4 8	Plaintiff	Settled in full.
	Moreau vs. Watson,	45 16 6	" "	Lands	45 16 6	Plaintiff et al	Settled in full.
113	Bank of Montreal vs. McDonald,	13 11 0	" "	Goods	11 19 8	Plaintiff et al	1 11 4
	Leclerc vs. Perrin,	20 2 0	" "	"	20 2 0	Plaintiff	Settled in full.
114	Cuthbert vs. Tellier,	17 12 0	" "	"	17 12 0	LaFontaine & Bertrand	Settled in full.
	Brazeau vs. Brault,	27 10 6	" "	Lands			Plaintiff's bond.
115	Pinsonneault vs. Dupuis,	18 7 6	" "	"	18 7 6	Plaintiff	Settled in full.
	McGinnis vs. Odell,	33 11 1	" "	"	33 11 1	Plaintiff	Settled in full.
116	Gale vs. Thompson,	1 19 1	" "	Goods			
117	Sauvageau vs. Laberge,	50 0 4	" "	Lands			
	Bank vs. Cornillet,	19 19 11	" "	Goods			
118	Dufresne vs. Leduc,	44 18 9	" "	Lands	20 0 10½	Plaintiff et al	24 17 10½
	Watson vs. Dunn,	189 14 6	" "	"	189 4 6	Plaintiff et al	10 0
119	Allard vs. Nichols,	131 11 10	" "	"	131 11 10	Plaintiff et al	Settled in full.
	Bruneau vs. Whitney,	40 17 2	" "	"	40 17 2	Plaintiff	Settled in full.
120	Bowie vs. Drolet,	22 10 3	" "	"	22 10 3	Plaintiff	Settled in full.
	Moreau vs. Keyes,	236 10 6	" "	"			
121	Perkins vs. Parker,	39 11 10	" "	"			
122	Cunningham vs. Strong,	40 19 9	" "	"			By Bond.
	Morin vs. Pearson,	59 11 1	" "	"			
123	Squire vs. Brown,	34 3 11	" "	"			Plaintiff's Bond.
	Paige vs. Bachelor,	25 3 6	" "	"			Plaintiff's Bond.
124	Roy vs. Mathieu,	7 15 11	January, 1848	Goods	7 15 11	Plaintiff	Settled in full.
	Grant vs. Mittleberger,	1770 1 3	" "	Lands			Plaintiff's Bond.
125	Bourgeois vs. Séguin,	53 5 8	" "	Goods			
126	Robin vs. Lee,	480 3 4	" "	Lands			Plaintiff's Bond.
128	Vallée vs. Rouville,	542 6 8	" "	"			

We certify that the above written Statement is correct, and corresponds with the Returns made by us to the Court of Queen's Bench of the District of Montreal, to the several writs to us addressed as Sheriff, up to this 16th day of March, 1848.

(Signed,)

BOSTON & COFFIN,
Sheriff,

Sworn before me at Montreal, this 1st day of April, }
1848, by William F. Coffin, Esquire, }

(Signed,) CHAS. D. DAY, J. B. R.

We, the Joint Prothonotary of Her Majesty's Court of Queen's Bench for the District of Montreal, do hereby certify that the foregoing is a true copy of the statement and account of moneys received and paid by the Sheriff for the District of Montreal, from the 26th day of September, 1847, to the 16th day of March, 1848, the original whereof was deposited by the said Sheriff in our office on the 1st day of April, one thousand eight hundred and forty-eight.

Given at Montreal, this 14th day of April, 1849.

MONK, COFFIN & PAPINEAU,
Prothonotary.

STATEMENT and Account of all Moneys received and which are in the hands of John Boston and William Foster Coffin, Esquires, Sheriff of Montreal, from the 16th day of March, 1848, and of the payments thereof since made, rendered according to the requirements of the Provincial Act, 6 Will. IV, cap. 15, intituled, "An Act for making regulations respecting the Office of Sheriff."

Page.	PARTIES NAMES.	Amount Received.			Date of Order or Judgment.	Whence	Amount paid.			To whom paid.	Remarks,
		£	s	d			£	s	d		
12	Pothier vs. Foucher	9053	0	8	{20th April and 20th Oct., 1843.	Lands	8994	10	11	Opposants <i>et al.</i>	58 9 4
17	Badgley vs. Bistodeau	721	13	6	20th Oct., 1842.	"	658	9	11	Plaintiffs <i>et al.</i>	63 3 7
39	Beaupré vs. Dalpé	142	13	2	"	"	141	2	8	Opposants <i>et al.</i>	1 4 4
40	Lionais vs. Duclou	137	1	8	"	"				Plaintiffs' Bond	
42	Bank of Montreal vs. Perrin	248	17	4	{20th April and 20th June, 1843.	"	229	14	6	Divers opposants	19 2 10
43	Christie vs. Lacroix	128	4	2	20th April, 1844	"	124	11	10	Opposants <i>et al.</i>	3 12 2
44	Perkins vs. McCaffray	0	11	6	"	Goods					2 16 0
51	Papineau vs. Boisverd	84	1	2	17th June, 1842.	Lands	82	5	2	Plaintiffs <i>et al.</i>	Plaintiff's Bond.
54	Paradis vs. Cartier	659	17	11	"	"					
56	Beaupré vs. Dsilets	4	6	1	"	Goods					2 3 5
60	Ellice vs. Lepitre	19	6	8	8th Oct., 1842.	Lands	16	4	3	Plaintiffs	2 10 0
64	Le-pérance vs. Dufresne	173	3	2	30th Nov., 1844.	"	170	8	2	Plaintiffs <i>et al.</i>	
87	DeBartzch vs. Plamondon	44	1	11	"	"					2 9 6
98	Bertrand vs. Massé	73	9	5	20th Feb., 1843.	"	70	10	11	Plaintiffs <i>et al.</i>	
106	Torrance vs. Bolton	260	13	5	"	"					1 5 0
107	Crepaud vs. Lepire	32	12	2	20th Feb., 1843.	"	31	7	2	Divers opposants	Plaintiff's Bond.
108	Dorion vs. Barcelo	172	0	0	"	"					6 4 8
119	Robert vs. Scheffre	133	14	10	14th June, 1843.	"	127	10	0	Divers opposants	4 8 0
121	Colville vs. Bryson	65	16	2	12th April, 1843	"	61	12	0	Plaintiff <i>et al.</i>	8 2 7
128	Martin vs. Leduc	211	0	0	20th Feb., 1844.	"	202	17	5	Divers opposants	Plaintiff's Bond.
132	Buchanan vs. Mackay	847	12	5	31st May, 1844.	"	86	6	2	Opposants	2 10 0
162	Cousineau vs. Cloutier	25	17	0	20th July, 1843.	"	23	8	6	Plaintiffs	7 2 2
166	Keith vs. Griffin	1516	8	0	23th June, 1843.	"	1508	18	6	Plaintiffs <i>et al.</i>	6 0 6
169	Frothingham vs. Nye	32	8	2	14th June, 1844.	"	26	7	9	Plaintiffs <i>et al.</i>	
184	Limoges vs. Delagrave	616	6	0	{June, 1843. and Feb., 1844.	"	612	19	0	"	3 7 0
191	Deldry vs. Joassin	5	17	1	"	"					Plaintiff's Bond.
205	Robert vs. Scheffre	166	4	3	20th Oct., 1843.	"	157	2	6	Divers opposants	9 1 9
206	Benoit vs. Chapdelaine	52	0	8	19th Oct., 1843.	"	49	11	8	Plaintiffs <i>et al.</i>	2 9 8
210	Roiveau vs. Roiveau	179	2	8	October, 1843.	"	115	19	5	Plaintiffs <i>et al.</i>	63 9 3
215	Morhouse vs. Benoit	7	7	0	October, 1843.	"	2	5	10	Hubert, Advocate	Plaintiff's Bond.
218	Valotte vs. Lanctot	920	11	0	October, 1843.	"	486	0	6	Divers opposants	434 4 6
219	Scott vs. Schmetz	29	4	8	"	Goods	26	15	2	Plaintiffs <i>et al.</i>	2 9 4
222	Roy vs. Lemay	31	7	8	"	Lands					Plaintiff's Bond.
223	Duplessis vs. Viau	9	19	1 1/2	"	"					Plaintiff's Bond.
Vol. IV.											
3	Globenski vs. Archambault	0	14	10 1/2	"	Goods					3 11 1
4	Deldry vs. St. Armand	41	10	3	October, 1843.	Lands	38	11	2	Plaintiff	Plaintiff's Bond.
16	Thorne vs. Thorne	71	2	6	"	"					4 6 9
17	Prineau vs. Archambault	8	10	10	"	Goods	4	0	0	Opposant	4 10 10
19	Rouville vs. L'Heureux	25	9	8	January, 1846.	Lands	21	2	11	Plaintiffs	Plaintiff's Bond.
25	Lavoie vs. Marien	109	8	8	"	"					4 9 8
37	LaFontaine vs. Valiquette	348	15	6	October, 1844.	Lands	344	5	10	Divers opposants	2 5 9
38	O'Brien vs. Melancon	10	18	1	April, 1844	Goods	8	12	4	Opposants <i>et al.</i>	5 3 4
43	Lantier vs. Giroux	48	7	4	February, 1844.	Lands	53	10	6	Divers opposants	Plaintiff's Bond.
46	Bagg vs. Rousselle	109	8	8	April, 1844.	"	81	17	5	Divers opposants	0 19 1
50	Desautels vs. Wait	4322	13	0	February, 1844.	"	4321	11	11	"	0 19 6
59	Demers vs. Bautron	10	0	11	"	Goods	9	3	4	Terroux, Advocate	Plaintiff's Bond.
60	DeBartzch vs. Ouellette	39	12	4	"	Lands					2 10 0
74	Vallée vs. Regnier	127	6	3	20th Sept., 1844.	"	124	16	3	Divers opposants	
77	Lussier vs. Beuchamps	11	10	4	"	"					Plaintiff's Bond.
78	Rossiter vs. Ryan	180	3	0	"	"					0 14 8
"	Wilkes vs. Caenet	181	12	0	"	"					Plaintiff's Bond.
79	Viger vs. Cousineault	255	1	11	20th April, 1844	"	254	7	2 1/2	Plaintiffs <i>et al.</i>	0 14 8
90	Guy vs. Gariépy	2	6	9	"	Goods					1 2 0
92	Desjardins vs. Brien	15	6	3	May, 1844	"	14	4	3	Plaintiffs	4 12 9
104	Workman vs. Clarke	43	17	4	July, 1844	"	39	4	8	Opposants <i>et al.</i>	5 3 5
105	Taylor vs. Clarke	18	4	10	May, 1844.	"	13	1	7	Plaintiff <i>et al.</i>	3 4 8
106	Ellice vs. Archambault	212	4	6	"	Lands	208	19	10	Plaintiff <i>et al.</i>	1 14 0
108	Tremblay vs. Tremblay	186	5	6	September, 1844	"	184	11	6	Divers opposants	9 5 10
112	Froste vs. Pénard	170	6	10	"	"	161	0	10	"	Plaintiff's Bond.
117	Goodnow vs. Salls	84	11	9	"	"					4 3 10
122	Prevost vs. Leblanc	27	18	0	"	Goods	23	14	2	Divers opposants	0 11 8
131	Desrivières vs. Sax	175	11	0	"	"	174	19	4	Opposants <i>et al.</i>	4 13 0
134	Molson vs. Townsend	13	5	11	"	Goods	8	12	11	Plaintiffs <i>et al.</i>	2 19 0
135	Hamilton vs. Castonguez	142	12	9	"	Lands	139	13	9	"	Plaintiff's Bond.
138	Le-pérance vs. Geoffrion	368	6	6	"	"					Plaintiff's Bond.
141	Connolly vs. Languedoc	56	11	7	"	"					1 8 0
142	Turoot vs. Demers	91	10	4	November, 1844	"	90	2	4	Divers opposants	25 5 2
144	Pigeon vs. Castonguez	55	7	0	September, 1844	"	30	1	10	Opposants <i>et al.</i>	2 2 8
149	Languedoc vs. Prevost	59	2	6	"	"	56	19	10	Plaintiff	2 5 8
150	Johnson vs. Leishman	39	5	9	"	"	37	0	1 1/2	Opposants <i>et al.</i>	15 10 11
151	Bingham vs. Séguin	58	19	11	"	"	43	9	0	Opposants	2 10 0
155	Mills vs. Thompson	498	7	10	November, 1844	"	495	17	10	Plaintiffs <i>et al.</i>	25 13 5
163	Ereigh vs. Little	373	6	4	"	"	347	17	11	Prothonotary and Opposants	

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence	Amount paid.			To whom paid.	Remarks.		
		£	s.	d.			£	s.	d.		£	s.	d.
Vol. V.													
2	Frosté vs. Tait	82	8	7	29th Jan., 1845	Goods	68	11	0	Divers parties	13	17	7
5	Egan vs. Pitt	225	10	0		Lands					Plaintiff's Bond.		
8	Mongenait vs. Cardinal	48	11	10							Plaintiff's Bond.		
8	Mathewson vs. Gauthier	4	19	2½		Goods							
16	Chef vs. Blot	189	15	9	March, 1845	Lands	188	15	8	Plaintiffs et al.	1	0	0
18	Dorion vs. Berthelot	9	12	11	"	Goods	9	12	11	Divers parties	0	18	7
19	Planté vs. Viau	131	2	6	"	Lands	130	7	4	Plaintiffs et al.	0	16	8
24	Christie vs. Boisverd	1	12	11	"	"							
23	McCallum vs. Pinsonneault	1	0	9	"	"							
29	Mathewson vs. Spence	124	16	2	March, 1845	"	120	13	7	Plaintiff	3	2	7
39	Papineau vs. Cherrier	18	17	2	"	"					Plaintiff's Bond.		
41	Christie vs. Lewis	214	2	0	May, 1845	"	173	7	1	Divers parties	40	14	8
42	Mathewson vs. Hebert	122	10	6	"	"	120	0	5	"	2	10	0
43	Dewar vs. Williams	10	0	4	"	"					Plaintiff's Bond.		
44	DeBartzch vs. Burgault	202	18	1	"	"					"		
45	Petit vs. Primeau	17	7	2	"	"	7	13	4	Prothonotary et al.	9	13	10
47	Christie vs. Leslie	77	11	7½	"	"	29	3	11	"	48	7	8½
50	Weir vs. Armour	26	1	2	"	Goods	14	14	3	"	11	6	11
51	McKenzie vs. Tait	1451	3	6	January, 1846	Lands	1444	3	11	Plaintiff et al.	6	19	11
53	Christie vs. McDougall	40	13	0	July, 1845	"	20	11	2	Divers parties	20	2	0
54	Christie vs. Babeu	54	8	6	January, 1848	"	35	11	2	Plaintiff et al.	18	19	4
65	Beauchamp vs. Corbeau	41	2	2	"	"	39	14	2	Divers parties	1	3	10
66	Bailey vs. Tait	220	5	2	July, 1845	Goods	219	15	5	"	0	9	9
66	Lemoine vs. Tait	516	11	0	"	"	515	7	2	"	1	3	10
68	Baby vs. Reaume	55	11	0	"	"	55	11	0	Plaintiffs	Settled in full.		
74	Seminary of Montreal, vs. Globensky	199	6	9	September, 1845	"	197	4	9	Plaintiffs et al.	2	2	0
75	Frost vs. Tait	3888	19	3	January, 1848	"	3871	11	0	Opposants et al.	17	8	3
77	Ross vs. Brayton	52	9	3	September, 1845	"	50	7	7	Plaintiff	2	1	8
81	Massue vs. Bertrand	20	2	8	"	"					Plaintiff's Bond.		
81	Christie vs. Giroux	59	10	3	March, 1846	"	32	1	0	Plaintiff et al.	27	9	3
83	Chef vs. Goyet	43	12	11	"	Goods	43	1	2½	Prothonotary and Plaintiff.	0	11	7½
92	Semple vs. Tait	257	1	3	November, 1845	"	251	0	8	"	6	0	7
93	Bailey vs. Tait	199	5	4	"	"	197	10	5	"	1	14	11
96	Dupuy vs. Viger	155	19	0	"	Lands	155	7	4	"	0	11	8
96	DeBartzch vs. Gaudreau	10	14	8½	"	Goods							
96	McGillis vs. Tait	321	7	4	"	Lands							
102	Dewar vs. Williams	12	10	6	July, 1846	"	12	2	6	Plaintiffs et al.	0	8	0
105	Doricheer vs. Messier	13	9	10½	November, 1845	Goods	12	4	9	Attorneys	1	5	1½
117	McNider vs. Bellingham	78	14	9½	January, 1846	Lands	78	11	5	Prothonotary et al.	0	3	4½
120	Franchère vs. Lebeau	82	15	5	"	"	61	5	10	Prothonotary et al.	21	9	0
124	Yule vs. Scheffre	110	14	2	March, 1846	"	102	11	6	Prothonotary et al.	8	2	8
129	Mondelet vs. Ekensberg	280	2	7	"	"	162	3	10	Opposants	117	18	9
130	Semple vs. Tait	263	5	7	"	Goods	248	8	7	Prothonotary et al.	14	17	0
133	Laroque vs. Martel	62	6	0	"	Lands	58	12	4	Prothonotary and Opposants	3	13	8
136	Labbé vs. Murray	90	17	11	"	Goods	89	7	5	Divers parties	1	7	6
140	Jussauve vs. Dupuis	116	0	0	October, 1846	Lands	114	11	6	Prothonotary et al.	1	8	6
142	Lewis vs. Chulifoux	49	10	11	March, 1846	"	47	0	11	Plaintiff et al.	2	10	0
147	Kellogg vs. Leishman	217	19	8	May, 1846	"	217	17	6	J. Donegani	3	2	2
150	Delvécchio vs. Gauvreau	209	12	2	"	"	205	11	10	Divers parties	4	0	4
152	Henry vs. Cilley	37	4	11	March, 1846	Goods	36	19	11	Prothonotary et al.	0	5	0
163	LaFontaine vs. Robert	28	1	2	"	Lands							
164	Rouville vs. Kiershaw	155	15	1	July, 1846	"	154	19	5	Plaintiff et al.	0	15	8
167	Masson vs. Bélanger	104	12	6	"	"					Plaintiff's Bond.		
174	Moffitt vs. Porteous	106	14	2	"	"							
178	Adams vs. Peddie	19	1	0	"	Goods	16	12	0	Plaintiff et al.	2	8	4
179	Robertson vs. Drolet	43	12	8	"	Lands	40	3	5	Prothonotary et al.	3	9	3
183	Alison vs. Hill	10	6	9	October, 1846	Goods	9	15	1	Schiller, Opposant.	0	11	8
185	Hamilton vs. Curtis	38	15	9	"	Lands	29	2	9	Plaintiff et al.	9	13	0
185	Rolland vs. Hurton	102	18	6	"	"	71	14	10½	Plaintiff et al.	31	3	7½
189	Christie vs. Carlton	71	2	3	"	"	70	1	7	Plaintiff et al.	1	0	8
195	Stephens vs. Smith	44	7	4	"	Goods	43	17	4	Divers opposants	0	10	0
196	Gilbert vs. Gould	35	14	3	"	"	34	17	7	Prothonotary et al.	0	16	8
197	Rolland vs. Facey	72	2	9	"	Lands	67	10	0	Plaintiff et al.	4	12	8
198	Quebec Bank vs. Downes	29	2	4	"	"							
199	Beaudry vs. Trudeau	118	18	6	January, 1847	"	116	19	6	Prothonotary et al.	1	19	0
201	Latham vs. Robb	103	17	6	"	"	93	17	6	Plaintiff et al.	10	0	0
206	Armstrong vs. Bondy	371	8	6	"	"					Plaintiff's Bond.		
209	Brunet vs. Lague	40	19	6	"	"					Plaintiff's Bond.		
212	McLaughlin vs. Tucker	960	7	6	January, 1847	"	960	7	6	Plaintiffs et al.	Settled in full.		
212	Boudreau vs. Boudreau	23	3	10	"	Goods	22	17	10	Plaintiffs et al.	0	6	0
Vol. VI.													
1	St. Louis vs. Schmeltz	12	9	2	"	Goods	11	9	2	Prothonotary et al.	1	0	0
4	Cartwright vs. Monk	6052	17	6	July, 1847	Lands	4890	13	2	Plaintiffs et al.	1162	4	4
5	Seminary of Montreal vs. Globensky	156	11	6	April, 1847	"	154	1	6	"	2	10	0
8	Bingham vs. Bélanger	24	15	6	"	"					Plaintiff's Bond.		
9	McNider vs. Bellingham	1562	16	2	"	"					Bond.		
18	Kierzkowski vs. Lespérance	91	14	8½	"	Goods	91	0	1	Plaintiffs et al.	0	14	7½
18	Jones vs. Compstock	51	4	10	"	Lands					Plaintiff's Bond.		
20	Lacailles vs. Lacailles	143	7	3	"	"	139	19	4	Plaintiffs et al.	5	7	11
21	Brazeau vs. Major	47	8	4½	"	Goods	42	13	11	"	4	14	5
21	Tartre vs. Fronay	30	11	3	"	Lands							
22	Fontaine vs. Dalpe	100	14	10	April, 1847	"	100	14	10	Plaintiff et al.	Settled in full.		
25	Chabotte vs. Blanchette	155	8	0	"	"	155	8	0	"	Settled in full.		
26	Cuthbert vs. Lavoie	157	10	3	"	"	154	10	3	Divers parties	3	0	0
26	Lefebvre vs. Charpentier	29	13	4	"	"	24	9	2	Plaintiff et al.	Settled in full.		
31	Laroque vs. Meunier	139	14	0	"	"	139	14	0	Plaintiff et al.	Settled in full.		
32	Howard vs. Boudreau	832	11	10	July, 1847	"	831	19	6	Divers parties	0	12	4
38	Fraser vs. Proulx	90	18	0	July & Oct. 1847	"	90	18	0	Divers parties	Settled in full.		
41	Beaudry vs. Smart	274	6	4½	31st Jan., 1848	"	274	6	4½	Plaintiff and opposant	Settled in full.		
41	Osterout vs. Jones	92	7	5	October, 1847	"	89	17	5	Divers opposants	2	10	0

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES NAMES.	Amount			Date of Order or Judgment.	Whence	Amount			To whom paid.	Remarks.
		Received.					paid.				
		£	s.	d.			£	s.	d.		
43	Renaud vs. Franchère	5	17	2		Goods					
47	Freligh vs. Baker	86	18	3	October, 1847	Lands	74	15	3	Plaintiff	12 3 0
48	Chef vs. McDermott	144	12	5	"	"	41	19	11	Plaintiff et al.	102 12 6
57	Délery vs. Marelline	236	16	10	"	"	236	16	10	Plaintiff et al.	Settled in full.
58	Bonneau vs. Boive	62	10	6	"	"	43	17	2½	Plaintiff et al.	18 2 1½
60	Laporte vs. Coiton	32	8	2	"	"					Plaintiff's Bond.
62	Montmarquet vs. Gibson	120	4	0	"	"	114	16	8	Plaintiff et al.	5 7 4
66	Sauvageau vs. Laberge	52	17	4	"	"	52	17	4	Plaintiff et al.	Settled in full.
68	Masson vs. Roy	24	0	8	"	"	22	19	8	Plaintiff	1 1 0
69	Tetu vs. Langellier	116	18	6	January, 1848	"	112	8	4	Divers Opposants	4 10 2
72	Mercier vs. Dufresne	23	8	4½	"	"	8	10	4	Advocates	14 18 0½
76	Valée vs. Guy	429	14	2	"	Goods	285	19	2	Plaintiffs	143 15 0
77	Robly vs. Malsberg	1	0	1½	"	"	0	9	8	Opposant	0 10 5
78	Bonneau vs. Gibeau	71	11	8	October, 1847	Lands	69	16	4	Plaintiff	1 15 4
81	Sherwood vs. Coté	49	9	6	April, 1848	Goods	38	8	8	Plaintiffs et al.	11 0 10
"	Brennan vs. Schmeltz	72	10	0	January, 1848	Lands	72	0	0	Divers parties	0 10 0
82	Robert vs. Meunier	38	6	2	October, 1847	"	32	14	2	"	5 12 0
83	Lalonde vs. Bissonnette	43	15	6	"	"	45	15	6	Plaintiff and Opposants	Settled in full.
86	Gauthier vs. Martin	257	7	6	"	"	256	12	10	Plaintiffs et al.	0 14 6
89	McFarlane vs. Falsey	53	18	3	January, 1848	"	53	18	3	Plaintiffs et al.	Settled in full.
90	Renaud vs. Wilson	269	9	11	"	Goods					Settled in full.
"	Allsopp vs. Hunt	33	6	4	Ord. July, 1848	Lands	33	6	4	Plaintiff	Plaintiff's Bond.
91	Hoss vs. Wickstead	17	9	6	"	"					Settled in full.
92	McKenzie vs. Jamieson	67	13	6	January, 1847	"	67	13	6	Divers parties	Settled in full.
"	Dickson vs. McEwan	8	3	0	"	"					Settled in full.
93	Drolet vs. Phaneuf	77	2	0	January, 1848	"	77	2	0	Divers parties	Settled in full.
94	Roy vs. Giraldi	70	14	0	April, 1848	"	70	14	0	Plaintiff et al.	Settled in full.
95	Anderson vs. Hagarty	6	2	9	"	Goods					Plaintiff's Bond.
96	Bingham vs. Thauvette	37	13	0	"	Lands					"
"	Villeneuve	24	11	10	"	"					"
97	Clarke	92	16	10	"	"					"
"	Mongenait vs. Denomme	52	8	0	"	"					"
98	Ellice vs. Leclaire	0	6	9	January, 1848	"	0	6	9	Plaintiff	Settled in full.
"	Quessel	6	13	6	"	"	6	13	6	"	Settled in full.
100	Colville vs. Blanchette	35	2	0	"	"	35	2	0	Plaintiff	Settled in full.
103	Robert vs. Goyet	260	7	3	"	"	43	11	0	Divers parties	216 16 5
106	Barbeau vs. Jérémie	200	14	4	"	"	55	2	0	"	145 12 4
107	Mills vs. Godwin	139	0	6	"	"	135	7	2	Defendant	3 13 4
108	Lussier vs. Massue	62	3	10	"	"					
111	Matchett vs. McDonald	12	12	10	"	Goods	12	12	10	Divers parties	Settled in full.
113	Bank of Montreal vs. McDonald	13	11	0	"	"	13	11	0	Plaintiff	Settled in full.
114	Brazeau vs. Brault	27	10	6	"	Lands					Plaintiff's Bond.
116	Gale vs. Thompson	1	19	1	"	Goods					
117	Sauvageau vs. Laberge	50	0	4	April, 1848	Lands	50	0	4	Plaintiff et al.	Settled in full.
"	Banque du Peuple vs. Breuillet	19	19	11	"	Goods	18	15	4	Plaintiff et al.	1 4 7
118	Dufresne vs. Leduc	44	18	9	January, 1848	Lands	44	18	9	Plaintiff et al.	Settled in full.
"	Watson vs. Dunn	189	14	6	"	"	189	14	6	Plaintiff et al.	Settled in full.
120	Moreau vs. Keyes	236	10	6	April, 1848	"	236	10	6	Plaintiff et al.	Settled in full.
121	Perkins vs. Parker	39	11	10	"	"	39	11	10	Plaintiff	Settled in full.
122	Cunningham vs. Straug	40	19	9	"	"					By Bond.
"	Morin vs. Pearson	59	11	1	"	"	59	11	1	Divers parties	Settled in full.
123	Paige vs. Batchelor	25	3	6	"	"					Plaintiff's Bond.
124	Grant vs. Mittelberger	1770	1	3	"	"					Plaintiff's Bond.
125	Bourgeois vs. Séguin	53	5	2	"	Goods	53	5	2	Plaintiffs et al.	Settled in full.
128	Valée vs. Rouville	542	6	8	"	Lands	542	6	8	Plaintiffs et al.	Settled in full.
130	Papineau vs. Dupont	49	10	3	"	Lands					Plaintiff's bond.
"	vs. Leblanc	19	6	2	"	"					"
131	vs. Dugrenier	14	0	0	Insufficient for	expences					"
"	vs. Magnau	11	3	2	"	"					"
132	vs. Delisle	10	14	9	Insufficient for	expences					"
"	vs. Rouleau	11	8	6	"	"					"
133	vs. Vegeant	29	11	10	"	"					"
"	vs. Gauthier	3	3	8	"	"					"
134	vs. Licard	10	12	10	"	"					"
"	vs. Bourbeau	18	18	6	"	"					"
135	vs. Winchester	10	4	10	Insufficient.	"					"
"	vs. Gaumont	1	0	0	Insufficient for	expences					"
136	vs. Patenaude	8	0	0	"	"					"
"	vs. Daniel	1	4	4	"	"					"
137	vs. Brodeur	5	5	0	Insufficient for	expences					"
"	vs. Leduc	8	4	8	"	"					"
138	Leste vs. Vadebonceur	3	16	10	April, 1848	Goods	3	16	10	Giard, Advocate	Settled in full.
"	Pinsonnault vs. Baron	52	11	0	"	Lands	30	9	4	Plaintiffs et al.	22 1 8
139	Rouleau vs. Claude	63	15	6	July, 1848	"	56	1	1	Plaintiffs et al.	7 14 5
"	Bruguière vs. Beaudry	69	8	1	April, 1848	"	69	8	1	Divers parties	Settled in full.
140	Montigny vs. Dufresne	29	1	1	"	"	28	4	5	Divers parties	0 16 8
"	Lalonde vs. Meunier	12	9	4	"	Goods	12	9	4	Quimet, Advocate	Settled in full.
141	Anderson vs. Fax	114	7	6	"	Lands	114	7	6	Plaintiffs	Settled in full.
142	Tetu vs. Lindsay	26	14	5	"	Goods	26	14	5	Opposants et al.	Settled in full.
"	Leclere vs. Perrin	52	1	8	"	"	52	1	8	Plaintiff	Settled in full.
143	Bryson vs. Vadebonceur	24	17	9	"	Lands	24	17	9	Divers parties	Settled in full.
"	Hodge vs. Graham	38	4	11	"	Goods	38	4	11	Plaintiff	Settled in full.
144	Globenski vs. Dumoulin	0	15	5½	"	"	0	15	5½	Plaintiff	Settled in full.
"	Lanier vs. Séguin	16	18	3	"	"	16	18	3	Plaintiff	Settled in full.
145	Masson vs. Séguin	24	18	9	"	"	24	18	9	Plaintiff	Settled in full.
"	Solomon vs. Henault	5	19	4	"	"	5	19	4	Plaintiff	Settled in full.
146	Pinsonnault vs. Lewis	10	0	0	"	"	10	0	0	Plaintiff	Settled in full.
147	Louviton vs. Perrin	54	2	0	"	Lands	54	2	0	Plaintiff	Settled in full.
"	Noisoux vs. Foucot	684	3	9	"	"	651	1	6½	Plaintiff et al.	33 2 2½
148	Kimball vs. Mondelet	942	11	6	"	"	942	11	6	Plaintiffs et al.	Settled in full.
"	Nixon vs. Steen	937	5	0	"	"	937	5	0	Plaintiff	Settled in full.
149	Bonneau vs. Gibeau	8	12	6	"	"	20	14	0	Attorney General et al.	12 1 6

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount			Date of Order or Judgment.	Whence.	Amount			To whom paid.	Remarks.
		received.					paid.				
		£	s.	d.			£	s.	d.		
150	Barbeau vs. Jérémie,	1	16	7	April, 1848.....	Lands	1	16	7	Advocate.....	Settled in full.
	Lefebvre vs. Byer,	32	2	11	"	Goods	32	2	11	Plaintiff.....	Settled in full.
	Drolet vs. Plaineuf,	28	11	8	"	Lands	28	11	8	Divers parties.....	Settled in full.
151	Lacombe vs. Laframboise,	63	3	9	"	"	"	"	"	Plaintiff's Bond.	
	Cuvillier vs. Brown,	28	16	11	"	Goods	28	16	11	Plaintiffs.....	Settled in full.
152	Beaupré vs. Cadieux,	32	0	2	"	Lands	"	"	"	"	
157	Campbell vs. Hineley,	12	6	11	"	Goods	12	6	11	Divers parties.....	Settled in full.
	Baudry vs. Smart,	392	9	0	"	Lands	392	9	0	Plaintiffs.....	Settled in full.
158	Carter vs. Ellis,	57	5	0	"	"	"	"	"	Bond.	
	Cardinal vs. Barot,	15	1	6	April, 1848.....	"	15	1	6	Plaintiff.....	Settled in full.
159	Molson vs. Moffatt,	180	12	0	"	"	180	12	0	Plaintiff.....	Settled in full.
	Beaupré vs. Cadieux,	427	17	2	July, 1849.....	"	135	16	11	H. Lonnis and Advocate...	292 0 2½
160	Larocque vs. Séguin,	14	0	3	April, 1848.....	"	14	0	3	Plaintiff et al.	Settled in full.
	Lalberge vs. Leroux,	3	15	1½	"	Goods	3	15	1½	Moreau and Leblanc.....	Settled in full.
161	Halt vs. Leitch,	112	9	0	July, 1848.....	Lands	110	15	8	Divers parties.....	1 13 4
162	Deléry vs. Héneault,	13	9	10	"	"	13	9	10	Plaintiff.....	Settled in full.
166	Blanchard vs. Dewar,	36	17	8	"	"	36	17	8	Plaintiff.....	Settled in full.
168	Deléry vs. Huneau,	70	7	4	"	"	44	9	8	Plaintiff et al.	25 17 8
170	Dugan vs. Wright,	22	2	10	"	Goods	22	2	10	Plaintiff.....	Settled in full.
	Taylor vs. Proctor,	9	1	10	"	"	9	1	10	Plaintiff.....	Settled in full.
171	Thibert vs. Lepage,	0	8	10	"	"	"	"	"	"	
	Papineau vs. Robitaille,	23	19	0	"	"	"	"	"	"	
172	Hébert vs. Moussette,	235	17	0	"	"	"	"	"	"	Plaintiff's Bond.
173	Mitchell vs. Lay,	13	7	9	"	Goods	13	7	9	Plaintiff.....	Settled in full.
	Skinner vs. Cormack,	29	7	5	"	"	29	7	5	Plaintiff.....	Settled in full.
174	Grant vs. Tamblinson,	5	11	0	"	"	5	11	0	Plaintiff.....	Settled in full.
	Anderson vs. Hugarty,	47	7	8	"	Lands	44	6	0	Divers parties.....	3 1 8
175	Freigh vs. Schoolcraft,	61	12	3	"	"	61	12	3	Plaintiff.....	Settled in full.
	Montreal Benevolent Society vs. Fux	544	17	6	"	"	538	15	0	Plaintiff et al.	6 2 6
177	Cotilleir vs. Ledue,	31	1	8	"	"	31	1	8	Plaintiff.....	Settled in full.
	Workman vs. Clarke,	83	2	11	cap. ad satisf.	"	"	"	"	"	
178	Olivier vs. Bonly,	22	4	6	"	"	"	"	"	"	Plaintiff's Bond.
179	Masson vs. Glen,	293	2	0	July, 1848.....	"	293	11	2	Plaintiff et al.	0 10 10
	Désautel vs. Rivet,	92	10	0	"	"	92	10	0	Plaintiff et al.	Settled in full.
180	Greenshields vs. Willet,	27	7	6	"	"	27	7	6	Plaintiff et al.	Settled in full.
	Davidson vs. McKenzie,	66	4	2	"	"	10	6	2	Divers parties.....	55 18 0
181	Kershaw vs. Dyer,	144	0	0	"	"	144	0	0	Plaintiff.....	Settled in full.
	Macon vs. Héneault,	57	7	6	"	"	57	7	6	Plaintiff et al.	Settled in full.
182	LeMesurier vs. Rouville,	12	17	3	"	"	12	17	3	Plaintiff et al.	Settled in full.
	LeMesurier vs. Rouville,	319	6	4	"	"	319	6	4	Plaintiff et al.	Settled in full.
183	Power vs. Higgins,	23	2	8	"	"	"	"	"	"	
	Mathieu vs. Chapsdeleine,	34	1	0	"	"	"	"	"	"	Plaintiff's Bond.
184	Christie vs. Henry,	64	15	6	"	"	61	13	10	Plaintiff et al.	3 1 8
	Delederniers vs. Knubly,	25	10	7	"	"	25	10	7	Plaintiff.....	Settled in full.
185	Lowe vs. Seiden,	68	9	10	"	"	68	9	8	Plaintiff.....	Settled in full.
	Ross vs. Briggs,	15	12	11	"	Goods	15	12	11	J. Rose, Advocate.....	Settled in full.
186	Belle vs. St. Pierre,	10	1	10½	"	"	11	1	10½	Plaintiff.....	Settled in full.
	O'Neill vs. Wright,	28	18	10	"	"	28	18	10	Plaintiff.....	Settled in full.
187	Beaujeu vs. Lachlan,	2	0	0	"	"	2	0	0	Plaintiff.....	Settled in full.
	Amesse,	1	5	11	"	"	1	5	11	"	Settled in full.
189	Dupont vs. Beaubien,	73	5	9	"	Lands	73	5	9	Prothonotary et al.	Settled in full.
	Molson vs. Elliott,	0	16	1	"	Goods	0	16	1	Plaintiff.....	Settled in full.
190	Cavillier vs. Prevost,	46	7	0	"	"	46	7	0	Plaintiffs.....	Settled in full.
191	Fraser vs. McKenzie,	275	4	5	"	Lands	"	"	"	"	Plaintiff's Bond.
	Titus vs. Lay,	44	4	2	"	"	41	9	6	Divers parties.....	3 0 8
192	Cowan vs. Moor,	3	13	9	July, 1848.....	"	3	13	9	Plaintiff.....	Settled in full.
	Kuantz vs. Telfer,	849	15	6	"	"	291	6	10	Divers parties.....	558 8 8
193	Paige vs. Morehouse,	192	14	8	"	"	"	"	"	"	Plaintiff's Bond.
	Dalrymple vs. Esther,	7	9	5	"	"	7	9	5	Plaintiffs.....	Settled in full.
194	McCready vs. Dupuis,	96	16	3	"	"	"	"	"	"	
	Molson vs. McAuley,	1	14	4	"	"	1	14	4	Plaintiff.....	Settled in full.
195	Bertrand vs. Grégoire,	182	7	2	"	"	167	0	2	Plaintiff et al.	15 7 0
	Sawtell vs. Homier,	141	4	3	"	"	79	2	6	Divers parties.....	62 1 9
196	Stevens vs. Magie,	40	4	8	"	"	8	13	5	"	31 11 3
	Fortier vs. Freeborough,	71	8	6	"	"	71	8	6	Plaintiff et al.	Settled in full.
197	Bryson vs. Archer,	68	7	6	"	"	56	2	4½	Divers parties.....	12 5 1½
198	Pinsonnault vs. Porchiron,	230	3	9	"	"	"	"	"	"	
	Orr vs. Lynch,	15	15	6	"	Goods	15	15	6	Plaintiff.....	Settled in full.
199	Lyman vs. Higgins,	40	19	7	"	"	"	"	"	"	
201	Lewis vs. Jones,	2	14	9½	"	"	"	"	"	"	
202	Moss vs. Mack,	1	7	11	"	"	"	"	"	"	

We certify that the above written Statement is correct, and corresponds with the returns made by us to the Court of Queen's Bench of the District of Montreal, to the several Writs to us addressed as Sheriff, up to this 16th day of September, 1848.

(Signed,)

BOSTON & COFFIN,
Sheriff.

Sworn before me at Montreal, this 2nd day of October, }
1848; by William Foster Coffin, Esquire. }
(Signed,) CHAS. D. DAY, J. B. R. }

We, the Joint Prothonotary of Her Majesty's Court of Queen's Bench for the District of Montreal, do hereby certify that the foregoing is a true copy of the Statement and Account of Moneys received and paid by the Sheriff, for the District of Montreal, from the 16th day of March, 1848, to the 16th day of September, 1848; the original whereof was deposited by the said Sheriff in our Office, on the 2nd day of October, one thousand eight hundred and forty-eight.

Given at Montreal, this 14th day of April, 1849.

MONK, COFFIN & PAPINEAU,
Prothonotary.

STATEMENT of all Moneys received, and which are in the hands of John Boston and William Foster Coffin, Esquires, Sheriff of Montreal, from the 2nd day of October, 1848, and of the payments thereof since made, rendered according to the requirements of the Provincial Act, 6 Will. IV, cap. 15, intituled, "An Act for making regulations respecting the Office of Sheriff."

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
12	Pothier vs. Foucher,	9053	0	8	{ 20th April, } 20th Oct., 1842..	Lands ...	8994	10	11	Opposants <i>et al.</i>	58 9 4
17	Badgley vs. Bistodeau,	721	13	6	"	"	658	9	11	Plaintiffs <i>et al.</i>	63 3 7
39	Beaupré vs. Dalpé,	142	13	2	"	"	141	2	8	Oppo-sants <i>et al.</i>	1 4 4
40	Lionais vs. Duclou,	137	1	8	"	"				Plaintiff's Bond	
42	Bank of Montreal vs. Perrin,	248	17	4	{ 20th April, } 20th June, } 1843.....	"	229	14	6	Divers opposants	19 2 10
"	Christie vs. Lacroix,	128	4	2	20th April, 1844	"	124	11	10	Opposants <i>et al.</i>	3 12 2
43	Perkins vs. McCaffray,	0	11	6	"	Goods					
51	Papineau vs. Boisverd,	84	1	2	17th June, 1844	Lands ...	82	5	2	Plaintiffs <i>et al.</i>	2 16 0
"	Paradis vs. Cartier,	659	17	11	"	"				Plaintiff's Bond.	
56	Beaupré vs. Desilets,	4	6	1	"	Goods					
60	Ellice vs. Lepitre,	19	6	8	8th Oct., 1842..	Lands ...	16	4	3	Plaintiffs	2 3 5
64	L'E-pérance vs. Dufresne,	173	3	2	30th Nov., 1843	"	170	8	2	Plaintiffs <i>et al.</i>	2 10 0
87	DeBartzch vs. Plamondon,	44	1	11	"	"					
98	Bertrand vs. Massé,	73	9	5	20th Feb., 1843	"	70	19	11	Plaintiffs <i>et al.</i>	2 9 6
106	Torrance vs. Bolton,	260	13	5	"	Plf's Bond					
107	Crepeaud vs. Lepère,	32	12	2	"	"	31	7	2	Divers opposants	1 5 0
108	Dorion vs. Barcelo,	172	0	0	"	"				Plaintiff's Bond.	
119	Robert vs. Scheffre,	133	14	10	14th June, 1843	"	127	10	0	Divers opposants	6 4 8
121	Colville vs. Bryson,	65	16	2	12th April, 1843	"	61	12	0	Plaintiff <i>et al.</i>	4 8 0
128	Martin vs. Leduc,	211	0	0	20th Feb., 1844	"	202	17	5	Divers opposants	8 2 7
132	Buchanan vs. Mackay,	847	12	5	31st May, 1844.	"	86	6	2	Opposants	Plaintiff's Bond.
163	Cou-sineau vs. Cloutier,	25	17	0	20th July, 1843	"	23	8	6	"	2 10 0
166	Keith vs. Griffin,	1516	8	0	20th June, 1843	"	1508	18	6	Plaintiffs	7 2 2
169	Frothingham vs. Nye,	32	8	2	14th June, 1844	"	26	7	9	Plaintiffs <i>et al.</i>	6 0 6
184	Limoges vs. Delagrave,	616	6	0	{ June, 1843, } { Feb., 1844, }	"	612	19	0	"	3 7 0
191	Deléry vs. Joussein,	5	17	1	"	"				Plaintiff's Bond.	
205	Robert vs. Scheffre,	166	4	3	20th Oct., 1843	"	157	2	6	Divers opposants	9 1 9
206	Benoit vs. Chapdelaine,	52	0	8	19th Oct., 1843	"	49	11	8	Plaintiffs <i>et al.</i>	2 9 8
210	Roivcut vs. Roivcut,	179	2	8	October, 1843..	"	115	19	5	"	63 9 3
215	Morehouse vs. Benoit,	7	7	0	"	"	2	5	10	Hubert, Advocate.	Plaintiff's Bond.
218	Valotte vs. Lanctor,	920	11	0	"	"	486	0	6	Divers opposants	434 4 6
219	Scott vs. Schmetz,	29	4	8	"	Goods	26	15	2	Plaintiffs <i>et al.</i>	2 9 4
232	Roy vs. Lemay,	31	7	8	"	Lands					Plaintiff's Bond.
233	Duplessis vs. Viau,	9	19	13	"	"					Plaintiff's Bond.
Vol. IV.											
3	Globenski vs. Archambault,	0	14	10	"	Goods					
10	Deléry vs. St. Armand,	41	18	3	October, 1843..	Lands ...	38	11	2	Plaintiff	3 11 1
16	Theroux vs. Theroux,	71	2	6	"	"					Plaintiff's Bond.
17	Piréneau vs. Archambault,	8	10	10	"	Goods	4	0	0	Opposants	2 6 9
19	Rouville vs. L'Heureux,	25	9	8	January, 1846..	Lands ...	21	2	11	Plaintiffs	4 10 10
25	Laron vs. Morin,	109	8	8	"	"					Plaintiff's Bond.
37	LaFontaine vs. Valiquette,	348	15	6	October, 1844..	Lands ...	344	5	10	Divers opposants	4 9 8
38	O'Brien vs. Milançon,	10	18	1	April, 1844..	Goods	8	12	4	Opposants	2 5 9
43	Lantier vs. Giroux,	48	7	4	February, 1844	"	53	10	6	Opposants <i>et al.</i>	5 3 4
46	Bagg vs. Rousselle,	109	8	8	April, 1844..	"	81	17	5	Divers opposants	Plaintiff's Bond.
50	Desautels vs. Wait,	4322	13	0	February, 1844.	Lands ...	4321	11	11	Divers opposants	0 19 1
59	Demers vs. Bantrou,	10	0	11	"	Goods	9	3	4	Terroux, Advocate	0 19 6
60	DeBartzch vs. Ouellete,	39	12	4	"	Lands					Plaintiff's Bond.
74	Vallee vs. Regnier,	127	6	3	20th Sept., 1844	"	124	16	3	Divers opposants	2 10 0
77	Lussier vs. Beauchamp,	11	10	4	"	"					
78	Rossiter vs. Ryan,	180	3	0	"	"					
"	Wilkes vs. Caonet,	181	12	0	"	"					Plaintiff's Bond.
79	Viger vs. Cousineault,	255	1	11	20th April, 1844	"	254	7	2	Plaintiffs <i>et al.</i>	0 14 8
90	Guy vs. Gariépy,	2	6	9	"	Goods					
92	Desjardins vs. Brien,	15	6	3	May, 1844..	"	14	4	3	Plaintiffs	1 2 0
104	Workman vs. Clarke,	43	17	4	July, 1844..	"	39	4	8	Opposants <i>et al.</i>	4 12 9
105	Taylor vs. Clarke,	18	4	10	May, 1844..	"	13	7	7	Plaintiffs <i>et al.</i>	5 3 5
106	Ellice vs. Archambault,	212	4	6	"	Lands	208	19	10	"	3 4 8
108	Tremblay vs. Tremblay,	186	5	6	September, 1844	"	184	11	6	Plaintiffs <i>et al.</i>	1 14 0
112	Froste vs. Pacaud,	170	6	10	"	"	161	0	10	Divers opposants	9 5 10
117	Goodnow vs. Salls,	84	11	9	"	"					Plaintiff's Bond.
122	Prevost vs. Leblanc,	27	18	0	"	Goods	23	14	2	Divers opposants	4 3 10
131	Desrivieres vs. Sax,	175	11	0	"	"	174	19	4	Opposants <i>et al.</i>	0 11 8
134	Molson vs. Townsend,	13	5	11	"	"	8	12	11	Plaintiff <i>et al.</i>	4 13 0
135	Hamilton vs. Castonguez,	142	12	9	"	Lands ...	139	13	9	"	2 19 0
138	L'Espérance vs. Geoffion,	368	6	6	"	"					Plaintiff's Bond.
141	Connolly vs. Languedoc,	56	11	7	"	"					Plaintiff's Bond.
142	Turoot vs. Demers,	91	10	4	November, 1844	"	90	2	4	Divers opposants	1 8 0
144	Pigeon vs. Castonguay,	55	7	0	September, 1844	"	30	1	10	Opposants <i>et al.</i>	25 5 2
149	Languedoc vs. Prevost,	59	2	6	"	"	56	19	10	"	2 2 8
150	Johnson vs. Leishman,	39	5	9	"	"	37	0	13	Plaintiffs	2 5 8
151	Bingham vs. Séguin,	58	19	10	"	"	43	9	0	Opposants <i>et al.</i>	15 10 11
155	Mills vs. Thompson,	498	7	10	November, 1844	"	495	17	10	Opposants	2 10 0
163	Freligh vs. Little,	373	6	4	"	"	347	17	11	Frothonotary and Opposants	25 13 5
Vol. V.											
2	Froste vs. Tait,	82	8	7	29th Jan., 1845.	Goods ...	68	11	0	Divers parties,	13 17 7
5	Egan vs. Pitt,	225	10	0	"	Lands					Plaintiff's Bond.

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

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		£	s. d.			£	s. d.		
									£ s. d.
5	Mongenaix vs. Cardinal	48	11 10						Plaintiff's Bond.
8	Mathewson vs. Gauthier	4	19 23						
16	Chef vs. Blot	189	15 9	March, 1845	Lands	188	15 8	Plaintiffs et al.	1 0 0
18	Dorion vs. Berthelot	9	12 11	"	Goods	9	12 11	Divers parties	0 18 7
19	Planté vs. Viau	131	2 6	"	Lands	130	7 4	Plaintiffs et al.	0 16 8
24	Christie vs. Boisverd	1	12 11	"	"				
28	McCallum vs. Pinsonneault	1	0 9						
29	Mathewson vs. Spence	124	16 2	"	"	120	13 7	Plaintiffs	3 2 7
39	Papineau vs. Chevrier	18	17 2						Plaintiff's Bond.
41	Christie vs. Lewis	214	2 0	May, 1845	"	173	7 1	Divers parties	40 14 8
42	Mathewson vs. Hebert	122	10 6	"	"	120	0 5	"	2 10 0
43	Dewar vs. Williams	8	0 4						Plaintiff's Bond.
44	DeBartzch vs. Burgault	202	18 1						Plaintiff's Bond.
45	Petit vs. Primeau	17	7 2	"	"	7	13 4	Prothonotary et al.	9 13 10
47	Christie vs. Leslie	77	11 0	"	"	29	3 11	"	48 7 8½
50	Weir vs. Armour	26	2 1		Goods	14	14 3	"	11 6 11
51	McKenzie vs. Tait	1451	3 6	January, 1846	Lands	1444	3 11	Plaintiffs et al.	6 19 11
53	Christie vs. McDougall	40	13 0	July, 1845	"	20	11 2	Divers parties	20 2 0
54	Christie vs. Babeux	54	8 6	January, 1848	"	35	11 2	Plaintiffs et al.	18 19 4
65	Beauchamp vs. Corbeau	41	2 2	"	"	39	14 2	Divers parties	1 3 10
66	Bailey vs. Tait	220	5 2	July, 1845	Goods	220	5 2	"	Settled in full.
	" Lemoine vs. Tait	516	11 0	"	"	516	11 0	"	Settled in full.
74	Seminary of Montreal vs. Globensky	199	6 9	September, 1845	"	197	4 9	Plaintiffs et al.	2 2 0
75	Frosté vs. Tait	3888	19 3	January, 1848	"	3871	11 0	Opposants et al.	17 8 3
77	Ross vs. Brayton	52	9 3	September, 1845	"	50	7 7	Plaintiffs	2 1 8
81	Massue vs. Bertrand	20	2 8	"	"				Plaintiff's Bond.
	" Christie vs. Giroux	59	10 3	March, 1846	"	32	1 0	Plaintiffs et al.	27 9 3
83	Chef vs. Goyet	43	12 11	"	Goods	43	1 2½	Prothonotary and Plaintiffs	0 11 7½
92	Semple vs. Tait	199	5 4	November, 1845	"	197	10 5	"	1 14 11
93	Bailey vs. Tait	257	1 3	"	"	251	0 8	"	6 0 7
	" Dupuy vs. Viger	155	19 0	"	Lands	155	7 4	"	0 11 8
96	DeBartzch vs. Gaudreau	10	14 8½	"	Goods				
	" McGillis vs. Tait	321	7 4	"	Lands				
108	Derocher vs. Messier	13	9 10½	November, 1845	Goods	12	4 9	Attorneys	1 5 1½
120	Franchère vs. Lebeau	82	15 5	January, 1846	Lands	61	5 10	Prothonotary et al.	21 9 0
124	Yule vs. Scheffre	110	14 2	March, 1846	"	102	11 6	Prothonotary et al.	8 2 8
129	Mondelet vs. Ekenberg	117	18 9	"	Lands				
130	Semple vs. Tait	263	5 7	"	Goods	248	8 7	Prothonotary et al.	14 17 0
133	Laroque vs. Martel	62	6 0	"	Lands	58	12 4	Prothonotary and Opposants	3 13 8
136	Labbé vs. Murray	90	17 11	"	Goods	89	7 5	Divers parties	1 7 6
140	Jussame vs. Dupuis	116	0 0	October, 1846	Lands	114	11 6	Prothonotary et al.	1 8 6
142	Lewis vs. Chalifoux	49	10 11	March, 1846	"	47	0 11	Plaintiffs et al.	2 10 0
147	Kellogg vs. Leishman	217	19 8	May, 1846	"	217	17 6	J. Donegani	3 2 2
150	Delvecchio vs. Gauvreau	209	12 2	"	"	205	11 10	Divers parties	4 0 4
152	Henry vs. Cilley	37	4 11	March, 1846	"	36	19 11	Prothonotary et al.	0 5 0
163	LaFontaine vs. Robert	28	1 2	"	Lands				
167	Masson vs. Bélanger	104	12 6	"					Plaintiff's Bond.
174	Moffatt vs. Porteous	106	14 2	"					
178	Adams vs. Peddie	19	1 0	"	Goods	16	12 0	Plaintiffs et al.	2 8 4
179	Robertson vs. Drolet	43	12 8	"	Lands	40	3 5	Prothonotary et al.	3 9 3
185	Hamilton vs. Curtis	9	13 0	"	"				
	" Rolland vs. Hurton	102	18 6	"	"	71	14 10	Plaintiff et al.	31 3 7½
189	Christie vs. Carlton	71	2 3	"	"	70	1 7	"	1 0 8
197	Rolland vs. Facey	72	2 9	"	Lands	67	10 0	Plaintiffs et al.	4 12 8
198	Bank of Quebec vs. Downes	29	2 4	"	"				
199	Beaudry vs. Trudeau	118	18 6	January, 1847	"	116	19 6	Prothonotary et al.	1 19 0
201	Latham vs. Robb	103	17 6	"	"	93	17 6	Plaintiff et al.	10 0 0
206	Armstrong vs. Bondy	371	8 6	"	"				Plaintiff's Bond.
209	Brunet vs. Lague	40	19 6	"	"				Plaintiff's Bond.
212	Boudreau vs. Boudreau	23	3 10	January, 1847	Goods	22	17 10	Plaintiffs et al.	0 6 0
Vol. VI.									
1	St. Louis vs. Schmeltz	12	9 2	January, 1847	"	11	9 2	Prothonotary et al.	1 0 0
4	Cartwright vs. Monk	6052	17 6	{ July, 1847, } { April, 1848, }	Lands	5178	9 10	Plaintiffs et al.	874 7 8
5	Seminary of Montreal vs. Globenski	156	11 6	April, 1847	"	154	1 6	"	2 10 0
8	Bingham vs. Bélanger	24	15 6	"	"				Plaintiff's Bond.
9	McNider vs. Bellingham	1562	16 2	"	"				Plaintiff's Bond.
18	Jones vs. Compstock	51	4 10	"	"				Plaintiff's Bond.
20	Lacaille vs. Lacaille	143	7 3	"	"	139	19 4	Plaintiffs et al.	5 7 11
21	Brazeau vs. Major	47	8 4½	"	Goods	42	13 11	"	4 14 5
"	" Tarré vs. Frenay	30	11 3	"	Lands				Plaintiff's Bond.
26	Cuthbert vs. Lavoie	157	10 3	"	"	154	10 3	Divers parties	3 0 0
32	Howard vs. Boudreau	832	11 10	{ July, 1847, } { Jan., 1848, }	"	831	19 6	"	0 12 4
42	Osterout vs. Jones	92	7 5	October, 1847	"	89	17 5	"	2 10 0
43	Renard vs. Franchère	5	17 2	"	Goods				
47	Frolich vs. Baker	86	18 3	"	Lands	74	15 3	Plaintiffs et al.	12 3 0
48	Chef vs. McDermott	144	12 5	"	"	141	7 9	Plaintiffs et al.	3 4 8
53	Bonneau vs. Boire	62	10 6	"	"	43	17 2½	"	18 2 11½
60	Laporte vs. Coiton	32	8 2	"	"				Plaintiff's Bond.
62	Montmarquet vs. Gibson	125	4 0	"	"	114	16 8	Plaintiffs	5 7 4
69	Tetu vs. Langellier	116	18 6	January, 1848	"	112	8 4	Divers opposants	4 10 2
72	Mercier vs. Dufresne	23	8 4½	"	"	8	10 4	Opposants et al.	3 0 10½
76	Vallée vs. Guy	429	14 2	"	Goods	285	19 2	Plaintiffs	143 15 0
77	Robly vs. Malsburg	1	0 3	"	"	0	9 8	Opposant	0 10 5
78	Bonneau vs. Gibeau	71	11 8	October, 1847	Lands	69	16 4	Plaintiffs	1 15 4
81	Sherwood vs. Côté	49	9 6	April, 1848	Goods	38	8 8	Divers parties	11 0 10

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
81	Bruneau vs. Schmeltz.....	72	10	0	January, 1848...	Lands	72	0	0	Divers parties.....	£ s. d. 0 10 0
82	Robert vs. Metnier.....	38	6	2	October, 1847...	"	32	14	2	"	5 12 0
86	Gauthier vs. Martin.....	257	7	6	"	"	256	12	10	Plaintiffs et al.....	0 14 6
90	Renaud vs. Wilson.....	269	9	11	"	Goods					
91	Ross vs. Wickstead.....	17	9	6	"	Lands					Plaintiff's Bond.
95	Anderson vs. Hagarty.....	6	2	9	"	Goods					
103	Robert vs. Goyet.....	260	7	5	{ January and } { Oct., 1848... }	Lands	260	7	5	Divers parties.....	Settled in full.
106	Barbeau vs. Jérémie.....	200	14	4	January, 1848...	"	115	8	7	"	85 13 9
107	Mills vs. Goodwin.....	139	0	6	"	"	135	7	2	"	3 15 4
108	Lussier vs. Massue.....	62	3	10	"	"					
116	Gale vs. Thompson.....	1	19	1	"	Goods					
117	Baugue vs. Brouillet.....	19	19	11	April, 1848.....	"	18	15	0	Plaintiffs et al.....	1 4 7
122	Cunningham vs. Strang.....	40	19	2	"	Lands					By Bond.
138	Pinsonnault vs. Baron.....	52	11	0	"	"	52	11	0	Plaintiffs et al.....	Settled in full.
139	Rouleau vs. Claude.....	63	15	6	July, 1848.....	"	56	1	1	"	7 14 5
140	Montigny vs. Dufresne.....	29	1	1	April, 1848.....	"	28	4	5	Divers parties.....	0 16 8
147	Noi-seux vs. Foucot.....	684	3	9	"	"	681	13	8 1/2	"	2 10 1
149	Bonneau vs. Gibeau.....	20	14	0	"	"	16	13	9	"	4 0 3
158	Carter vs. Ellis.....	57	5	0	"	Lands					Bond.
159	Beaupré vs. Cadieux.....	427	17	2	July, 1848.....	"	135	16	11 1/2	Divers parties.....	68 19 6
161	Hall vs. Leitch.....	112	9	0	"	"	110	15	8	"	1 13 4
168	Deléry vs. Huneau.....	70	7	4	"	"	44	9	8	Plaintiffs and Attorney.....	25 17 8
171	Thibert vs. Lepage.....	0	8	10	"	Goods					
	Papineau vs. Robitaille.....	23	19	0	"	Lands	23	19	0	Plaintiffs.....	Settled in full.
174	Anderson vs. Hagarty.....	47	7	8	"	"	44	6	0	Divers parties.....	3 1 8
177	Workman vs. Clarke.....	83	2	11	cap. ad sat.	"					
179	Masson vs. Glen.....	223	2	0	July, 1848.....	"	222	11	2	Plaintiffs et al.....	0 10 10
180	Green-shields vs. Willet.....	66	4	2	"	"	10	6	2	Divers parties.....	55 18 10
183	Power vs. Higgins.....	23	2	8	"	"					
	Mathurin vs. Chapdeleine.....	34	1	0	"	"	2	10	0	Goddard, Advocate.....	Plaintiff's Bond.
184	Christie vs. Henry.....	64	15	6	"	"	61	13	10	Plaintiffs et al.....	3 1 8
192	Titus vs. Lay.....	44	10	2	"	"	41	9	6	Divers parties.....	3 0 8
	Kauntz vs. Telfer.....	849	15	6	"	"	291	6	10	"	558 8 8
194	Macready vs. Dupuis.....	96	16	3	"	"					
195	Sawtell vs. Homier.....	141	4	3	"	"	79	2	6	Divers parties.....	62 1 9
196	Stevens vs. Margee.....	40	4	3	"	"	40	4	3	Chief Justice et al.....	Settled in full.
197	Bryson vs. Archer.....	68	7	6	"	"	68	7	6	Divers parties.....	Settled in full.
198	Pinsonnault vs. Forcheron.....	230	3	9	"	"					
	Orr vs. Lynch.....	15	15	6	"	Goods	15	15	6	"	Settled in full.
199	Lyman vs. Higgins.....	40	19	7	October, 1848...	"	40	19	7	Divers parties.....	Settled in full.
201	Lewis vs. Jones.....	2	14	9 1/2	"	"					
202	Moss vs. Mack.....	1	7	11	"	"	1	7	11	Plaintiff.....	Settled in full.
203	Parkyn vs. Tétreau.....	10	17	0	"	"					
204	McGillivray vs. McDonald.....	72	8	7	Paid Puff by B.C.	A. Gogy.	72	8	7	12th August, 1848.....	Settled in full.
	Doucet vs. Ross.....	9	2	6	October, 1848...	Goods	9	2	6	Plaintiffs.....	Settled in full.
207	McLaughlin vs. Tucker.....	510	18	0	"	Lands	506	3	10	Divers parties.....	4 14 2
	St. Romain vs. Griveau.....	39	10	6 1/2	"	Goods	39	10	6	Divers parties.....	Settled in full.
208	Lyman vs. Tate.....	30	9	9	"	"	30	9	9	"	Settled in full.
	Colville vs. Cornaghan.....	62	9	6	"	Lands	62	9	6	Plaintiff and Defendant.....	Settled in full.
209	Ward vs. Fardy.....	79	12	6	"	"	79	12	6	Divers parties.....	Settled in full.
210	Bryson vs. Derbishire.....	79	6	10	"	Goods					
	Grievaux vs. Hervieux.....	13	19	8	"	Lands	13	19	8	Plaintiff.....	Settled in full.
211	Ryan vs. Hibbard.....	6	14	5 1/2	"	Goods	6	14	5 1/2	Plaintiff.....	Settled in full.
	Pinsonnault vs. Bissette.....	91	16	3	"	Lands	91	16	3	Plaintiffs et al.....	Settled in full.
212	Deléry vs. Garant.....	30	6	5	"	"					Plaintiff's Bond.
	Whitney vs. Perrin.....	30	1	1	"	Goods					
213	Jones vs. Tait.....	63	6	9	"	"	60	13	9	Plaintiff et al.....	2 13 0
	Duchesnay vs. Langellier.....	52	0	0	"	Lands	38	11	1	Divers parties.....	13 8 11
214	Perry vs. Gordon.....	9	16	10	"	Goods	9	16	10	Plaintiffs.....	Settled in full.
	Leroux vs. Prevost.....	26	8	11	"	"	26	8	11	Divers parties.....	Settled in full.
215	Leroux vs. Prevost.....	19	9	11	"	"	19	9	11	"	Settled in full.
	Racine vs. Rousseau.....	25	3	6	"	"	25	3	6	"	Settled in full.
216	Daigle vs. Morin.....	8	1	11	"	"					
216	Molson vs. Irving.....	77	12	6	October, 1848...	Lands	76	10	3	Plaintiff et al.....	1 2 3
217	Brook vs. Smith.....	218	7	0	"	"					Plaintiff's Bond.
	Veit vs. Baby.....	9	7	11	"	Goods	9	7	11	Plaintiffs.....	Settled in full.
218	Jarvis vs. Hamilton.....	0	17	11	"	"	0	17	11	Plaintiff.....	Settled in full.
	Moss vs. Mills.....	39	8	11	"	"	39	8	11	"	Settled in full.
219	Cormier vs. Beaulouin.....	1	2	8	"	"	1	2	8	Pelletier, Advocate.....	Settled in full.
	Moss vs. Bonacina.....	85	16	6	"	"	85	16	6	Divers parties.....	Settled in full.
220	St. Charles vs. Lefebvre.....	15	0	2	"	Goods	15	0	2	Plaintiffs et al.....	Settled in full.
	Lefebvre vs. Pichette.....	50	14	0	"	Lands	50	14	0	Plaintiff.....	Settled in full.
221	Laverdure vs. Mercure.....	36	13	7	"	"					
	Stephen vs. Rennie.....	20	7	6	"	Goods	20	7	6	Plaintiff.....	Settled in full.
222	Cadron vs. Cadron.....	72	6	6	"	Lands					
	Perrin vs. Chapdeleine.....	170	15	6	"	"	39	8	0	Divers parties.....	131 7 6
223	Gerrard vs. Ratelle.....	278	9	5	"	"	275	7	10	"	3 1 7
	Hubert vs. Lusignan.....	51	0	6	"	"					Plaintiff's Bond.
224	Ermatinger vs. Seymour.....	50	5	8	"	Goods	50	5	8	Plaintiff.....	Settled in full.
	Perrin vs. Bawden.....	38	8	9	"	"	45	6	11	Divers parties.....	7 1 10
225	Conroy vs. Stewart.....	18	19	9	"	"					
	Delisle vs. DeBeaujeu.....	293	3	5 1/2	"	Lands	299	3	5 1/2	Plaintiff et al.....	Settled in full.
226	Hamilton vs. Goyette.....	62	15	10	"	"	61	0	4	"	1 15 6
	Valotte vs. Taylor.....	68	17	6	"	"	68	17	6	Plaintiffs.....	Settled in full.
227	Hamilton vs. Curtis.....	47	4	9	"	"	47	4	9	"	Settled in full.
228	Dorion vs. Kenelly.....	22	11	7	"	Goods	22	11	7	"	Settled in full.
229	Green-shields vs. Wilson.....	1	0	4 1/2	"	"	1	0	4 1/2	"	Settled in full.
	Roach vs. Vient.....	28	17	8	"	"	28	17	8	Plaintiffs et al.....	Settled in full.

STATEMENT and Account of all Moneys received by the Sheriff of Montreal, &c.—Continued.

Page.	PARTIES' NAMES.	Amount received.			Date of Order or Judgment.	Whence.	Amount paid.			To whom paid.	Remarks.
		£	s.	d.			£	s.	d.		
230	Kitson vs. Lamothe,.....	55	18	6		Lands					} Piff's Bond for £105.
	Leste vs. Vadebonœour,	146	8	9							
Vol. VII.											
1	Cadieux vs. Lefebvre,	29	14	6							Plaintiff's Bond.
	Ostell vs. Dufresne,	7	13	0	"	Goods	6	11	9	Plaintiffs et al.....	1 1 3
2	Ferrie vs. Crerar,	298	11	6		Lands					Plaintiff's Bond.
3	Martin vs. Murray,	9	0	9	"	Goods					
	Cadron vs. Cadron,	41	13	6		Lands					
4	Taylor vs. Proctor,	2917	8	6	"	"	2917	8	6	Plaintiffs et al.....	Settled in full.
	Bronsdon vs. Hunter,	26	19	6	"	"	26	19	6	Plaintiffs et al.....	Settled in full.
5	Masson vs. Séguin,	8	6	5	"	Goods	8	6	5	Plaintiff	Settled in full.
	Leprohon vs. Derbishire,.....	49	9	0	"	"					
6	Leprohon vs. Bouchette,.....	19	6	9	"	"	18	12	1	Plaintiff	0 14 8
	Adams vs. Smith,.....	49	6	9	"	Lands					
7	Montmarquet vs. McPhee,	242	15	6	"	"					Plaintiff's Bond.
9	Valois vs. Delagrave,	790	19	6	"	"					Plaintiff's Bond.
	Christie vs. Filion,	38	13	3	"	"					
11	Burroughs vs. Adams,.....	0	14	8½	"	Goods					
13	Donegani vs. Dufresne,	209	4	10	"	Lands					

We certify that the Statement hereinbefore written is correct, and corresponds with the Returns made by us to the Court of Queen's Bench of the District of Montreal, to the several writs addressed to us as Sheriff, up to this 20th day of December, 1848.

(Signed,)

BOSTON & COFFIN,
Sheriff.

Sworn before me at Montreal, this 8th day of Jan., }
1849, by William F. Coffin, Esquire. }

(Signed,) J. SMITH, J. Q. B.

We, the Joint Prothonotary of Her Majesty's Court of Queen's Bench for the District of Montreal, do hereby certify that the foregoing is a true copy of the statement and account of moneys received and paid by the Sheriff for the District of Montreal, from the 2nd day of October, 1848, to the 20th day of December, 1848, the original whereof was deposited by the said Sheriff in our office on the 8th day of January, one thousand eight hundred and forty-nine.

Given at Montreal, this 14th day of April, 1849.

MONK, COFFIN & PAPINEAU,
Prothonotary.

Montreal:

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SAINT NICHOLAS STREET.
