Kings Bench. Montreal.

Civil Pleas.

February Term. 1834.

April Term. " "

June Term. " "

October Term. "



JANVIER

Le ☉ entre au ♒ le 21 à 6h. 2

☾ le 2 à 11h 20m M. | ☽ le 17 à 9h 5
● le 9 à 6h 17m Sr. | ⊙ le 25 à 5h 1

ev. M.	Cou. H. M.	Cl.	MOIS.	Sems.	FETES.
39	4 20	b	1	Mercre	CIRCONCISION, *d'obligat*
38	4 21	r	2	Jeudi	Octave de s. Etienne.
38	4 22	b	3	Vendre	Octave de s. Jean.
37	4 22	r	4	Samedi	Octave des ss. Innocents.
36	4 23	b	5	DIM.	*Vacat.* De la Vigile. M. s. T
36	4 24	b	6	Lundi	EPIPHANIE, *d'Ob.* [lesph
35	4 24	b	7	Mardi	De l'Octave.
35	4 25	b	8	Mercre	De l'Octave.
34	4 25	b	9	Jeudi	De l'Octave. (Semi-double
33	4 26	b	10	Vendre	De l'Octave. [m
33	4 27	b	11	Samedi	De l'Octave. M s Hygin, p
32	4 27	b	12	DIM.	1er. dans l'Octave.
31	4 28	b	13	Lundi	Octave de l'Epiphanie.
30	4 29	b†	14	Mardi	s. Hilaire, évêque.
29	4 30	b	15	Mercre	s Paul, hermite,
28	4 31	r	16	Jeudi	s. Marcel, pape, mart.
27	4 32	b	17	Vendre	s. Antoine, Abbé.
25	4 33	b	18	Samedi	Chaire de s. Pierre à Rome.
24	4 35	b	19	DIM.	2e. s. NOM DE JESUS.
23	4 36	r	20	Lundi	ss. Fabien et Sébastien, mar
22	4 37	r	21	Mardi	ste. Agnès, vierge, mart.
21	4 38	r†	22	Mercre	ss. Vincent et Anastase, mart
20	4 39	b†	23	Jeudi	s Raymond de Pennafort.
18	4 44	r†	24	Vendre	s Timothé, év. mt. (3 *D. ap. l'I*
17	4 43	b	25	Samedi	Conversion de s. Paul, apôtr
16	4 44	vl*	26	DIM.	SEPTUAGESIME.
15	4 45	b	27	Lundi	s. Jean Chrysostôme, év. dr.
14	4 47	r†	28	Mardi	s. Polycarpe, év. mart. M
13	4 48	b	29	Mercre	s. François de Sales, évêque.
12	4 49	r†	30	Jeudi	ste. Martine, vierge, mart.
11	4 50	b	31	Vendre	s. Pierre Nolasque.



FEVRIE

Le ☉ entre aux ♓ le 19 à

● le 8 à Midi 8m | ☽ l
⊙ le 23 à 4h 6m

Cou. H. M.	Cl.	MOIS.	Sems.	FETES.
5 33	vl†	1	Samedi	s. Ignace, évêque, mart.
5 34	vl	2	DIM.	SEXAGESIME. Sol. Purif
5 36	vl†	3	Lundi	Pur. de la ste. Vierge. M
5 38	b†	4	Mardi	s. André Corsin, év.
5 39	vl†	5	Mercre	ste. Agathe, v. m.
5 41	vl†	6	Jeudi	ste Dorothé, vierge et m
5 42	b	7	Vendre	s. Romuald, Abbé.
5 44	b	8	Samedi	s. Jean de Matha.
5 45	vl	9	DIM.	QUINQUAGESIME.
5 46	r†	10	Lundi	ste. Scholastique, vierge.
5 48	b	11	Mardi	*Missa Sine Tractu.*
5 50	b	12	Mercre	LES CENDRES.
5 52	vl†	13	Jeudi	
5 53	vl†	14	Vendre	M s. Valentin, prêtre, m
5 55	vl†	15	Samedi	M ss. Faustin et Jovite,
5 56	vl	16	DIM.	1er. du Carême.
5 58	b†	17	Lundi	
6 0	vl†	18	Mardi	M s. Siméon, év. mart.
6 1	b	19	Mercre	4 *Tems.*
6 3	vl†	20	Jeudi	
6 4	b	21	Vendre	4 *Tems.* [Antioc
6 6	b	22	Samedi	4 *Tems.* Chaire de s.
6 8	vl	23	DIM.	2e. du Carême. *Sol.* s. M
6 9	vl	24	Lundi	s. Mathias, ap.
6 11	vl	25	Mardi	s. Pierre Damien, év. do
6 13	vl	26	Mercre	
6 14	b	27	Jeudi	
6 16	n	28	Vendre	
6 17	b	29	Samedi	
6 19	b	30	DIM.	**PAQUES**, 1 classe.
6 20	b	31	Lundi	Fête de Dévotion, 1 classe.



MARS.

Le ☉ entre au ♈ le 20 à 9h. 18

☾ le 2 à 7h 21m M. | ☽ le 18 à 8h 8m
● le 10 à 6h 25m M. | ⊙ le 25 à 1h 23m

Cou. H. M.	Cl.	MOIS.	Sems.	FETES.
		1	Samedi	
		2	DIM.	3e. du Carême.
		3	Lundi	
		4	Mardi	s. Casimire, prince. 2 M
		5	Mercre	
		6	Jeudi	
		7	Vendre	s. Thomas d'Aquin, doct. 2 M
		8	Samedi	s. Jean de Dieu. M
		9	DIM.	4e. du Carême.
		10	Lundi	ss. 40 Martyrs de Sébaste. M
		11	Mardi	ste. Françoise, veuve. M (9)
		12	Mercre	s Grégoire, le Grand, pape, dr. M
		13	Jeudi	
		14	Vendre	
		15	Samedi	*Cessant Suffragia.*
		16	DIM.	De la Passion. *sol.* s. Joseph.
		17	Lundi	s. Patrice, év. M
		18	Mardi	
		19	Mercre	st. Joseph. (1re Cl. M et *Cre*
		20	Jeudi	[à la messe.
		21	Vendre	N. D. de Pitié. M
		22	Samedi	s. Benoit, Abbé. M (hier.)
		23	DIM.	DES RAMEAUX.
		24	Lundi	—
		25	Mardi	—
		26	Mercre	—
		27	Jeudi	Saint, 1 classe.
		28	Vendre	Saint, 1 classe.
		29	Samedi	Saint, 1 classe.
		30	DIM.	**PAQUES**, 1 classe.
		31	Lundi	Fête de Dévotion, 1 classe.



AVRIL.

Le ☉ entre au ♉ le 20 à 9h

● le 8 à 11h 49m Soir. | ⊙ le
☽ le 16 à 7h 24m Soir. | ☾ le

ev. M	Cou. H. M.	Cl.	MOIS.	Sems.	FETES.
39	6 21	b	1	Mardi	Fête de Dévotion, 1 class
37	6 23	b	2	Mercre	De l'Octave.
36	6 25	b	3	Jeudi	De l'Octave (sémi-double
35	6 27	b	4	Vendre	De l'Octave.
33	6 29	b	5	Samedi	De l'Octave.
31	6 30	b	6	DIM.	1er. Quasimodo. 1 cl. dble
30	6 32	b	7	Lundi	Annonciation, (25 mars) ni d'obl. ni d
28	6 33	b	8	Mardi	s. François de Paule. (2 d'
27	6 35	b	9	Mercre	s. Isidore, év. doct. (4 d'
24	6 36	b	10	Jeudi	s. Vincent Ferrier. (5 d'
23	6 37	b	11	Vendre	s. Léon, pape.
21	6 39	b†	12	Samedi	De la ste. Vierge. Mém. de
20	6 40	b	13	DIM.	2e après Pâques.
18	6 42	r†	14	Lundi	s. Herménégilde, roi, mart.
16	6 44	b†	15	Mardi	
15	6 45	b†	16	Mercre	
13	6 47	r†	17	Jeudi	s. Anicet, pape, mart.
12	6 48	b†	18	Vendre	
10	6 50	b†	19	Samedi	De la ste. Vierge.
9	6 51	b	20	DIM.	3e. Ste. Famille,
7	6 53	b	21	Lundi	s. Anselme, év. doct.
6	6 54	r†	22	Mardi	ss. Soter et Caius, mart.
4	6 56	r†	23	Mercre	s. George, mart.
3	6 57	r	24	Jeudi	s. Fidèle de Sigmaringa, m
1	6 59	rvl	25	Vendre	s Marc, Evang. *Abstin Pr*
0	7 0	r†	26	Samedi	ss Clet et Marcellin, papes
58	7 2	b	27	DIM.	4e.
57	7 3	r†	28	Lundi	s. Vital, mart.
55	7 5	r	29	Mardi	s. Pierre, mart.
54	7 7	b	30	Mercre	ste. Catherine de Sienne, v



MAI.

Le ☉ entre aux ♊ le 21 à 9h

● le 8 à 3h 31m Soir. | ⊙ le 22
☽ le 16 à 3h 2m Mat. | ☾ le 3

ou. M.	Cl.	MOIS.	Sems.	FETES.
7	r	1	Jeudi	ss. Philippe et Jacques, apt
8	b	2	Vendre	s. Athanase, év. doct.
10	r	3	Samedi	Invention de la ste. Croix.
11	r	4	DIM.	5e. ste. Monique, ve. M Sol. ss. Phil. e
13	b-vl	5	Lundi	*Rog.* s. Pie, pape.
14	r-vl	6	Mardi	*Rog.* s. Jean Porte Latine.
16	r-vl	7	Mercre	*Rog.* s. Stanislas, év. m. M
17	b	8	Jeudi	ASCENSION, *d'obligatio*
18	b	9	Vendre	s. Grégoire de Naz. év. doct
19	b†	10	Samedi	s. Antonin, év.
21	b	11	DIM.	6e. Dim. dans l'Octave.
22	r†	12	Lundi	ss Nérée et Achillée, &c. n
23	b	13	Mardi	Apparition de s. Michel. M
24	b†	14	Mercre	De l'Octave.
25	b	15	Jeudi	Octave de l'Ascension.
26	b†	16	Vendre	s. Ubalde, év.
28	r	17	Samedi	*Jeûne* de la Vigile.
29	r	18	DIM.	**PENTECOTE**, 1 cla
30	r	19	Lundi	Fête de dévotion, 1 classe.
31	r	20	Mardi	Fête de dévotion, 1 classe.
32	r	21	Mercre	*Jeûne des 4 Temps,* (sémi
33	r	22	Jeudi	De l'Octave,
33	r	23	Vendre	*Jeûne des 4 Temps.*
34	r	24	Samedi	*Jeûne des 4 Temps.*
35	b	25	DIM.	1. STE. TRINITE'.
36	b	26	Lundi	s. Philippe de Néri.
37	b†	27	Mardi	ste. Madeleine de Pazzi.
38	b	28	Mercre	s. Paschal Baylon. (17)
39	b	29	Jeudi	FETE-DIEU, *d'Obligati*
40	b	30	Vendre	De l'Octave. M (sémi d
41	b	31	Samedi	De l'Octave. M



JUIN.

Le ☉ entre à ♋ le 21 à 6h. 29

● le 7 à 5h 3m Mat. | ⊙ le 21 à
☽ le 14 à 8h 9m Mat. | ☾ le 28 à 9

Cou. H. M.	Cl.	MOIS.	Sems.	FETES.
7 41	b	1	DIM.	2. Dim. dans l'Oct. M *Proces.*
7 42	b	2	Lundi	De l'Octave. (sémi-doubles.
7 43	b	3	Mardi	De l'Octave.
7 43	b	4	Mercre	De l'Octave.
7 44	b	5	Jeudi	Oct. de la FETE-DIEU.
7 44	b	6	Vendre	s. Norbert, év.
7 45	r	7	Samedi	s. Venant, mart. (18 mai)
7 45	vr*	8	DIM.	3e.
7 46	b	9	Lundi	s Pierre Célestin, pape, M [19 mai
7 46	b†	10	Mardi	ste. Marguerite, reine.
7 46	r	11	Mercre	s. Barnabé, apôtre,
7 47	b	12	Jeudi	s. Jean de *Facond,* M
7 47	b	13	Vendre	s. Antoine de Pade,
7 47	b	14	Samedi	st. Basile, év. doct.
7 47	vr*	15	DIM.	4e. M
7 47	b	16	Lundi	s. Grégoire VII, pape. (25 Mai
7 48	b†	17	Mardi	s. Bernardin de Sienne, (20 Ma
7 48	r†	18	Mercre	ss. Marc et Marcellin, mart.
7 48	b	19	Jeudi	ste. Julienne, vierge. M
7 48	r†	20	Vendre	s. Silvère, pape, mart.
7 48	b†	21	Samedi	*Jeûne.* De la ste. Vierge.
7 48	b	22	DIM.	5e. Sol. s. Jean Baptiste. M
7 48	vl†	23	Lundi	De la Vigile.
7 48	b	24	Mardi	s. Jean Baptiste,
7 48	b	25	Mercre	s. Guillaume, Abbé. M
7 47	r	26	Jeudi	ss. Jean et Paul, mart. M
7 47	b†	27	Vendre	De l'Octave.
7 47	b†	28	Samedi	*Jeûne.* s. Léon, pape 2M
7 47	r	29	DIM.	6. ss. PIERRE & PAUL, ap. M
7 47	r	30	Lundi	Commémor. de s. Paul, ap. 2M

Armstrong	& Baril & Lajoie	2			
Archambault	& Brien & Durocher	20	96		
Adams	& Cilley & & ors.	23			
Ahern	& Ranger & al	39	67	148	
Alger	& Bourke	52			
Albeck	& Lett	86			
Aubertin	& Mazere & ors	87			
Belain	& Demers & ors	146			
Baker	& Piccard	154	156		
Bank of Montreal	& Murray	155	1		
Bureau	& Baril & ors	158			
Busby	& Guy	161			
Brenan	& Weir	162	177		
Beaubien	& Lucas & al	165			
Brazeau	& Desjardins	166			
Bruneau	& Malhiot	167			
Bowman	& Martin & ors	170			
Brunet	& Kerrison	172			
Bradbury	& Metzler	177			
Bellouin	& Keller	1			
Bourassa	& Vandal	2	46	68	
Bonneau	& Raimond	4			
Bax	& Privat	9			
Brewster	& Abbot	9	22	29	
Bond	& Center & J. S.	11			
Beauchamps	& Robie	12	125	150	
Betts	& Harwood	13	96		
Busby	& Williams	17			
Buckley	& Janet & al	19	112		
Bagg	& Blot	29	53		
Blondeau	& Lacroix	37	106	148	159
Beaujeu	& DeLongueuil	50			
Bastien	& Grant	50			
Babcock	& Bingham	55			
Bewley	& Millar & al	56			
Brewster	& Brabant	57			
Bouchewille	& DeBleury	61	180		
Bagg & ux	& Robran Duplessis	70	110		
Bliss	& Perrault	77	83		
Beauchamps	& Dechantal	81			
Bleury	& Hart	81			
Burton	& Gerrard & al	88			
Belouin	& Demers & ors	91			
Bourgeois	& Parent	92			
Bellanger	& Fournel & ors	95	98		
Bell	& Alger & opps	102			
Bouthillier	& Cater & Fraser ors	104	148		
Bond	& Whitmore	106	115		
Bank of Montreal	& Filgiano	107	112		
Bellhouse	& Hartley	110	151		
Bradbury	& Hoyle	113	175		
Burroughs	& Alger & & ors	114			
Blodget	& Woodsworth	114			
Bond	& McKenzie & al	118			
Baron & ux	& Delery	131	178		
Brenan	& Weir	138			
Bagg & al	& English	143	164		
Betts	& Hatt	143	151		
Berthelot	& Renard	143			

Coupal	Rice	1				
Classon	Curran & opp^{te}	3	53			
Curillier	Dufaux	3				
Cheney	Sewyler	6				
Cartier	Cartier	8	78	151		
Colford	Dufaux, Cur^{t}.	11	94			
Chapman	Perrault & al^{i}	16				
Carabon	Carabon	18	58	131	150	
Coupal	Guertin & al	18	51	103		
Cutler	Reynolds	28	45	60		
Cornish	Portous & Ent	32	96			
Cardinal	Williams	46	61	64	126	
Cardinal	Sharp	47	53			
Cameron	Cameron & op^{t}	54				
Crawford	Desrivieres & al	61				
Cartier	Cartier	64	78			
Crookes	Barnes & al	73	97			
Cartier	Lemonde	100				
Chicoine	Thompson	103				
Campbell	Achain & al	114				
Cain	Burn	118	146	151		
Campbell	Shay & al^{i}	119	150			
Clapp	Stearnes & al^{i}	124				
Carswell	Muckle	141				
Creed	M^{c}Gill	154				
Chicoine	Spinard	162				
Chicoine	Duchesne	165				
Corpor^{n} of Montreal	Mandamus	174				

Doyons	M^{c}Innes & al	5				
Dorions	Bagg	5	50			
Dumouchel	Proulx	9	50			
Decamp	Ferguson	15				
Delisle	Augé	16	43	47	90	
Demers	Gibson	16				
Daunton	Languedoc &	16				
Doyons	Roi	18				
Dowrer & al^{i}	Proctor	20	51			
Dean	Henrichon	20				
Donegani	Kennedy & Ent	31	96			
Drouin	Labrosse	59				
Deshaubels	Deshaubels	72				
Duff	Herman & al	74	148			
Dumouchel	Monsciau	81				
Dillon	Cushing & al	84	98			
Dufort	Cadieux	84				
Davenport	Henshaw	115	149			
Delery	Roebuck	115				
Dezery	Lorimier & al	117				
Dupras	Labourelle & E	119	178			
Dorwin	Lunn & al^{i}	120	177			
DeBleury	Hart	125				
Donaldson	Hartley	129	150			
Dumouchel	Glassford	145				
Donegani	Blackwood & op^{t}	162				
Denis	Errington	164				
Desrivieres & al	M^{c}Gill & al^{i}	180				

Ellison	Bowker	10					
Elkins	Elkins	92	98				
Fontaine	Brouillet	9					
Folsome	Brownlee	19					
Fabrique de Montreal	Barré	23	96				
	Tavernier	"	96				
Foley	Knapp	37					
Flanery	Després	48	72				
Fabrique de Soulo	Soires	83	116				
Filgiano	Baby & opt	90	112				
Fisk	McKillip & al	111					
Farquhar	Labbé & opt	143	158				
Ferrière	Desrivieres & opt	155	157				
Gauthier	Shay & opt	12	110	112	144		
Gibson	Demers	16					
Greene	Morin	20					
Gaudry	Dumais	30					
Gravelle	Jordan & al	34	51	109			
Guichard	Heaven	35	51				
Gauthier	Jammes	36	51				
Goodman	Ferguson	40	97				
Gillespie & al	Roi & opt	40	97				
Gamelin	Jaraud & al	44					
Gates	Pillet & T. S.	53					

Hart	Hart	7	167		
Hubert	Cartier	8	65	177	
Hodge	Bromley	40			
Harwood	Quenelle	47	56		
Holt	Martineau & al	49			
Hutchinson	Armstrong & al	50			
Hoe	Duvernay	57	115		
Hart	Bromley	60	83		
Handyside	Russil	62	97		
Harrison	Wells	77			
Homier	Courrette & al	77	101		
Hartsey	Botteville	102			
Handyside	Stewart	102			
Henshaw	Henshaw & al	129			
Hart	Squires	140			
Hart	Canyré & ors	144			
Harper	Jackson	153			
Hettrick	Tassé	160	177		

Jones & al'	Peloquin	44	52	71	
Jacques	Sabourin	73			
Johnston	Beckwith	93			
Izon	Henshaw & al	124	178		
Jones	Simpson	140	158	180	
Jones	Scott	144			
Jones & al'	Peloquin	166	177		
Jessups	Ashes & claim'	170			

Kidd	Smith	5	117	126	179	Lewis	Love	7	50
Kidd	Girardin	17				Labelle	Parizeau &c	28	
						Leslie	M^c^Gregor	39	
						Lefevre	Warwick	43	52
						Laroix	Lacroix	44	
						Lacombe	Lebouf	50	
						Leonard	Mooney &c^ls^	81	
						Lane	Brown	88	98
						Laroique	Labelle &al^s^	123	
						Liddy	Thornton	125	
						Lacroix	Laroique &c^ls^	132	

Moreau	Barron & Gar[t]	7				
M[c] Evila	Murray	8				
M[c] Korkil	Bowker & al[l]	10	51	61	120	
Marleau	Fournier	18				
Maitland & al	Toulon	32	97			
Mills	Buck & al[l]	33	97			
M[c] nider	Soney & ors	39	51			
M[c] donald	Hippesley	43				
Moffat & al	Solomons	63				
M[c] Gowan	Rochon	68				
Molson & al	Perrin	81				
M[c] Cord &	Thompson	83				
Murphy	White	87				
Miller	Guerish	107	112			
Miller	Feligh	113				
Mills	Hart	116	150			
Metivier	Moquin	119	149			
M[c] Callum	Moreau & al	122	151			
Matheson	Hudson	124				
M[c] Kay &	Rezereau	124	159			
M[c] Cord & al	Johnson & al[l]	138				
M[c] Cord & al[l]	Malligan	139				
Main	Shaw & al[l]	140	178			
M[c] dowall	Bromley	153				
Molson	Handyside & al	163				

Oliva & ux	Desrivieres & al	63

Perrault & al	Noxon	6	28
Pothier	Lovis	19	112
Perkins	Boston	19	
Perrault	Fraser & opp.	30	
Peltier	Beauchamps	37	
Piccard	Deshautels	38	51
Perrault	Whinfield	72	
Peltier	Beauchamps	103	106
Portras	Marcotte	123	179
Pothier	Roi & al	126	
Porteous & al'	Desrivures & al	132	178
Potvin	Thompson	138	
Price	Devlleraye	147	157
Poirrier	Prudhome & al	153	

Roi	Lesperance	4	
Roi	Bussola	7	
Roi	Lionais & J. S.	17	
Ross	Hebert & contra	30	
Rolland	Desrivieres	45	
Robertson	Grey & contra	48	
Robertson	Grant	48	
Rex. Dominus	Hoyle & al'	69	107
Raymond	Stevenson	76	97
Rollins	Fay	82	
Rex, Dominus	Roe & al	83	
Rex Dominus	Hoople	108	
Rourke	Rourke & al	110	117
Rhodes	Linn & al'	112	
Russel & al	Fisher & al'	118	
Rolland	English	123	
Rattray	Dumont & al	125	
Raimond	Quintin & J. S.	128	
Rhodes	M'Nider & al'	141	178
Robertson & al'	Bourdeau	145	
Rascor	Sharp	147	151
Rolland. exp.	Mandamus	153	180
Rossiter	Sarrault & opp.	162	
Rex Dominus	Barbeau	164	177
Robinson, Rogue	on Petition ex p.	167	
Russel & al'	Guy & al'	169	
Rickerby	Brown	172	
Reynels	Penet	173	

Scriver	Gilbert	4			
Stewart	Dunn & ux^r^	5			
Scriver	Gilbert	6	92	148	
Snowdon	Goquet & Belisle	22			
Stearns	Desforges & al	23			
Skakel	Somerville	35	45	88	
Scott & al	Wilcox & al'	39			
Stewart & al'	M^c^Kenzie & al	41	68	126	151
Saxton	Barnard & al	46	69		
Smith	Buchanan	48			
Savage	Jones	48			
Scayler	Risk & e contra	49			
Starnes	Desforges & T. S.	55			
Senecal	Leblanc	55			
Shaw	Cameron & al	57			
Sol: General	Fuld & al'	70			
Stansfield	Everett & al'	80			
Squire	Dubuc & al	92	148		
Snowdon	Kemp	113	139	166	
Smith	Brown & al	117	129	178	
Sol. General	Bastien	139			
Shedden	Grant	140			
Sabourin	Sipiot	168			

Truax	Ritchie	2			
Tait & al'	Glen	9	46		
Temple	Weir & al	71			
Thompson	Stuart & al'	80			
Talon, & Lesperance	M^c^Vicar	94	145	150	

White	Murphy	4				
Waterhouse & al	Desrivieres	12	15	31	58	
Wilson	Fuller	44				
Walker	Quintal & al	47	113			
Wright	Durell	61				
White	McGannon	69	153			
Wilkie	Mead &c	73	150			
Walker	Molson & al	119				
D°	D°	120				

V

Vallé	Hervieux & al	160
Vincent	De Longueuil	172

February Term 1834.

Saturday 1st. February.

Present.

Ch. Justice Reid
Mr Justice Pyke.
Mr Justice Rolland.

No 787.
Coupal
vs
Rice

On Plffs. mo. to name Expert — agreed to.

No 2613
Bilouin
&
Keller

On Defendr mo. to quash writ of S. Gazzie
Mondelet for Defendr. The writ is irregular
as it is to attach goods for rent not yet due, as for a
droit de Suite in every place where they may be found
which is irregular — there should have been an affidavit
to support it — not being for rent due — to seize in every
place when the party chose to make it is too general
for particular place ought to have been pointed out
Mr Bleury for Plff. The writ is the only one
the plff could have obtained to be effectual under the
circumstances.

№ 2190
Armstrong
vs
Bareil dit
Lajoie —

On merits —
Driscoll for Plff, action for value of wheat —
Dft. Defendt has failed to declare to Plff —
Defendt's counsel did not appear —

Monday 3d. February. —

Pres.t
Ch. Justice & Justice Pyke & Rolland

№ 423.
Truax
vs
Ritchie

On Defendt's mo. to quash Ca. ad Respondm
as affidavit is insufficient, being made by the attorney in Court & not the Attr ad negotia, who must have a knowledge of the fact of the existence of the debt. — This is an affidavit upon the word of the Client. —

№ 2178
Bourassa
vs
Vandale

On Defendt's mo. to open the Enquete, which was declared closed the 13 Nov.r last —

Mr Ch. Bruneau for Defendt — all the wits. of Defendt were not exam.d on that day —

Mr Lafontaine for Plff, the enquete closed by opinion by two of the Judges — The enquete went from 8th to 11th when list of Wits. was produced — was went to 13 when Ant. Papineau was produced — Defts. had summoned no wits — the facts which the wits. are to prove must be stated in the affidavit — Rule of Prac. 2d. 37. §. 8 —

Mr Brunson in reply — The rule cited does not apply — Issues to try such Facts only as were called before the Court.

Casson
P. Curran
M: Curran Opp.

On oppos.n afin de distraire —

Mr Boston for Pltff — The oppos.n founded on connivance between the parties to depriver Pltff of the effect of the Seizure made here — Sale made subsequent to the Pltffs Judg.t — Moves to reject the testimony of James Curran, as being the brother of Defd.r & son of Opp.t — not stated whether he is related or not —

Mr. Rossiter for Oppos.t — There is no proof of fraud or collusion between Defend.r & Oppos.t —

Tuesday 4th February. —

Prest

The Ch. Justice & Justices Pyke & Rolland. —

N.o 1840
Cuvillier
Dufaux —

On Defend.r mo. to be allowed to take off default entered against him & be allowed to answer to the Interrogatories on Facts & Articles, proposed to him by Pltff.

Mr Pelletier for Pltff. The question here is whether the rule of the 19th October last will apply to this case. The Defend.r made default to answer in June last — Pltff gave notice of his enquete to Defend.r in November last — when Defend.r ought to have come forward & offered to answer, but he did not, when he demanded that the Enquete should be closed, but the Judge reserved the Case —

Mr Walker — the rule of Prac. cannot apply — and besides, the Enquete is not yet closed. —

No 1885.
Scriver
v
Gilbert —

on motion of Defend^r to be admitted to open Enquete & adduce new evidence —
Mr. Nye objects — no sorrow of suit — Cause inscribed for hearing —

No 1980
White
v
Murphy —

On Pltffs mo. to reject plea & mid demand, as having been filed after Defend^r was foreclosed
Mr Rossiter for Defend^r The notice given was not filed and there was nothing on which a foreclosure could be established —

No 4
Bonneau
v
Raymond

On demand in Evocation —
Mr Ph. Brunean contends that evocation cannot be admitted —

Mr Cherrier for Defend^r the rejet of Evocation must depend as well upon the plea as upon the demand & here the Defend^r alledges that he means to call in question the validity of the will in question —
Mr Brunean — & w^d have required a Special action

No 2295
Roi
v
Lesperance

action for goods sold to Defd & partner, one Smith
Grant for Defend^r no evidence of the partnership The goods were sold to M^r Smith, who represented himself as the partner of Defend^r but without the case being so — The articles has furnished, were wearing apparel for Smith not chargeable to Defd^r had he been a partner —

№118
Doyons
v
McInnis et al

Action for wages as clerk to Defts
Lafontaine asks for wages up to time of the cessation of his agreemt the Defendrs have failed & dismissed the Pltff. refuse to answers of Defts on fait & articles. — & no proof of any offer tender of money by Defts
Mr Grant for Defendrs says there is no evidence before the Court — unless as admitted by Defendrs —

№1954
Dorions
v
Bagg

Action en declte d'hypotheque —
Lafontaine for Pltff cites Repue vo Substitn 515. 20 22
The grevé de substitution seul responsable envers les heritiers pour les sommes de derniers —
Mr Walker for the Defts The Pltff is merely an usufructuary legatee, claiming the principal money vested on the real Estate — The will of Testator directs that the principal shall remain vested on the property liable for it — 1 Desp. 558. No 7. 549. 2. Col. Rep 394. Lacombe. Vo Usufruit —

№1224
Kidd
v
Smith —

Ore tenus —
Driscoll for Defts declte insuffte it says, that Pltff leased and rented the property to Defts wh is inconsistent —
Mr Bolton for Pltff the language of the declte is sufficient applied to the other words in the declte —

№1519
Stewart
v
Dunn et ux

Action for an assault —
Hart for Pltff objects to evidence of Thomas Pearson — as being the child brot up by charity by Defendrs Cite Lacombe vo Temoin —

Wednesday 5th February. —

Pres:

Ch. Justice Reid & Justices Pyke & Rolland.

No 14.

Cheney vs Schuyler —

On Defendr — motion to quash the writ and declaration from variance between writ & decln

Mr Day for Plff — no proof of the fact alleged as to no copy of the writ being served on Defendr — as to the variance alleged between the writ & decln it is not stated nor does it appear —

Mr Nye, the copy served on Defendr is unauthentic being signed by the Sheriff, & filed in support of the motion —

No 1885.

Scriver vs Gilbert —

on motion —

On Defendrs mo. to re-open the enquete to rebut the testimony of Goodsell, a writ issued by Plff.

Mr Nye for the Plff — The Defendr had an opportunity of cross-examg Goodsell, & also of controverting his testimony & ought not to have another day for it. —

No 1289

Perrault dit Labbé vs Noyon. —

On rule for contrainte par corps against the Defdt.

Mr Nye for Defendr offers to lay affidavits before the Court to shew the effects are now under seizure by other persons. —

№ 2424
Moreau
vs
Barron
&
Garants

} Ou action pétitoire –
Mr Pelletier says his evidence is complete & prays Judt
Mr Rossiter for Defendr says there is a variance on the number of the lot stated & that proved. –

№ 2579.
Lewis
vs
Love –

} action on notes – & mo. for Judt. –
Mr Grant for Dyds. contends that Pltff cannot have his Judt. on exh. № 2. not being proved – the note was indorsed by the Pltff as one of the partnership of Sempler & Lewis to himself, & he cannot maintain the action –

№ 791
Hart
vs
Hart

} action en bornage –
Mr Buchanan for Defendr – the plea denies the Pltffs demand – and there is no proof in the Cause – the two letters filed are not recited in the deeds & do not apply – and Pltff has proved no possession to maintain his action as Defendr – as possessor – the letters filed are insufficient – the acte de partage has not been registered in the County where land lies – as to the other deed, it is sous seing privé, & not proved – the lands in question are not within the district. –

№ 2612
Roi
vs
Bussola

} action for house rent –
Gale for Dfts. action for balce of rent – plea, that the two leases were innovated & set aside by a cession made by Defendr to Pltff – & a discharge given by him to Defendt –

Mr. Lafontaine for Plff. The Plff. action is well founded. The cession en question does not change the rights of the Plff as to house rent —

No 1261
Cecile Cartier
Sylv.ie Cartier
et al —

The exception 2d. pleaded by Defendt. dismissed, touches right of Plff to maintain her action as act. of the Judgt. of separation she obtained after her husband had not been executed, it appears she was still proceeds to effect this object — Proof ordered before adjudging on the other Exceptions —

No 1260.
Jac. Hubert
Jac. Cartier et al

The exception 2d pleaded by the Defendt as to the transfer of the right to share of one of the legatees, dismissed as both Cedant & Cessionnaire were in the Cause. The Defendt. wants obtain a legal discharge from the person claims under the transfer. — Proof ordered on the other Exceptions —

Thursday 6th February. —

Ors

Ch. Justice Reid & Justices Pyke & Rolland

No. 169.
Mr. Evilla
Murray —

On Verdict for £2.10 — damages for defamation
Rossiter for Plff moved for Judgt on Verdict wt. full Costs —

Mr. Burton for Defendt contends that from the circumstances of the case there ought to be costs only as in the Inferior Court —

No 1030
Fontaine.
v
Brouillet.

On Pltff mo. for a provisional allowance — action en Separation de Corps & biens. —

Mr Bleury for Defendt. The Defendr is without means all his property having been seized at the instance of the Pltff in this Cause — The sum is besides extravagant. —

No 349
Bax
v
Privat

On Defendr mo. for a bill of particulars —
Smith for Pltff — The bill filed is sufficient — details are not requisite. —

Brewster
v
Abbot

On Pltff mo. to ex. Defdt on fait & art. —
Drisoll for Defendt — There is no reservation in closing the enquete to ex. Defdt on fait & art — & if there is, yet the application not being renewed the first day of the Term, it must be considered as abandoned. —

No 942
Dumouchel
v
Prowse

action on transport —
Cherrier for Pltff — question here whether Pltff is entitled to recover the interest on the Capital contends for it. —
Mr Rolton for Defdt — he has offered the Capital, contends that Pltff cannot recover the interest, as the same has not been transferred to the Pltff by the transport. —

No 2741
Tait & al
v
Glen —

action for work done as Carpenters & Joiners —
Bleakley for Pltff refers to the testimony of wits particularly of John Whitlow —

Mr

Mr Driscoll for Defendt. The testimony of Watson is the only man who speaks to the value of work, which three creditable Witt declare the work to be worth only £10 — instead of £13. claimed by Plff. The action ought therefore to be dismissed from this Court —

Mr Blackley in reply — There is no tender here by Defendt even of what he acknowledges to owe — but the opinion of the Defendts Witt was formed on a survey of the work in the absence of the Plff — The difference between the Witt should be divided. —

No 1731
Ellison
v
Bowker

{ action for goods sold — evidence referred to —

No 1728.
M'Corkill
v
Bowker & al

{ Action of Debt on obligation for £125. —
Hart for Plff. refers to agreement, by which the Defendt would be discharged on performing certain conditions which they have not performed — The ~~obligation~~ sum demanded was argued as being a penalty, but this was overruled by the Court.

Mr Buchanan for Defendt. The nature of the Contract must be considered — it appears to be a lease, with an option to Defendts to keep the property at the end of the lease, if they chose to keep it and pay the value £125 — but Defendt never made any option to retain the land — There were three conditions either of which would have liberated the Defendt on the performance of them, & consequently should all have been negatived to entitle Plff to his action — That the oblgn of Defendt was to pay the annual value of the land, & it is proved not to be worth more. —

No. 1751

Colford
vs
Dufaux
Cur.

Action for work & labor – as a Taylor –

Walker for Defendt – There is no sufficient evidence of the demands, – 2 witnesses requisite – has produced the pass-book of late Mr Dufaux, but in taking this the Pltff must take it in toto. – The fact sworn cannot be taken as confessed by the Defendt – who is only a Curator & cannot by his default bind the Estate of the deceased. –

No. 504.

Bond
vs
Centerdal
&
Bartleson
J. J

On the Defendts mov. to quash the attachment.

~~The sum~~ Mr M'Gilles for Pltff, states, that the sum sworn to is only £60 whereas the ~~sum~~ writ has been sued out for £75. – variance between writ & affidavit – no order of the Judge for the attachment –

Mr Walker for the Defendt – According to the course of proceeding the sum in the writ is immaterial, that sworn to being the guide for the Sheriff to take the security for the ~~demand~~ effects seized – 1. Tidd's Prac. 187. 219. 227. 247. – 2d. Art. of 8th. Sec. Rep. Prac. 1. Doug: 330 – 1 East. 89 –

Hart for Pltff in reply refers to case of Garden vs Snowden – when this point was determined – April 1822.

Friday 7th Febry. 1834.

Prest.

Ch. Just. Reid & Justices Pyke & Rolland

№2038.

Waterhouse & al
vs
Desruisseaux & al

On Oppn. mo. for ex. Dpt. Blackwood on facts & arts. on 11th

M. Bruneau for Dpt. There is a previous motion as to the Defendr being admitted to plead anew —

№337.

Beauchamps
vs
Robie —

On Defendr mo. to appear for Defendr & take off default as him — Granted

№1657

Gauthier
& Jane Shay
& J. Shay oppts

On merits of oppn

M. Rollin for Pltff — The sum of £25 — not ground of oppsn — pd before Judt — The interest on £150 — cannot be a ground of oppn for same reason — as to interest pd since the Judt this cannot be imputed to the principal of the Judt — but on a sum of £150 — remaining in hands of the Dpt & his heirs — as to £22. 10 — this was pd. on account of the Costs on two different writs of Exn on a delays granted thereon to Dpt —

Mr Stanley for Oppts — The question here is whether the heirs are bound to take up the instance here — In Feby 1832 writs for Exn vs the heirs — with drawn — In June 1833 a rule ecbey they did not take up the instance — that is the point before

the

the Court, as heirs pure & simples, or sous benefice d'Inventaire
the heirs have not changed their situation, & the Pltff has
made no proof of them — The heirs took up the instance sous
benefice d'Inventaire in April 1826 — +

Robbin for Pltff. The opposition should be first heard —
the heirs have appeared & answered to the rule —

No 2040
Betts
vs
Harwood

Action for work and labor —
Bleakley for Pltff — The evidence is suff. to maintain
the action —

Mr. Andrews for Defendt — The plea to this action is
pay. w. Incidental demands — The object in dispute
is the charge for a threshing machine — Pltff charges
£66.17.4 & Defendt considers extravagant. — There is a
variance in this charge from that stated in an act. given
in at another period by Pltff & Defdt — The value of
this machine is proved by witnesses to be at most only
£40 —

Bleakly in answer — objects to charge for board & lodging
£4.10 — pd to John Smith — no proof of it —
Drayage £3.15 pd Guy Warrick & Co — not proved. —
Charge for transport of goods stored by ~~Pltff~~ Defendt from
Pltff. —

207

Cutler. a
vs
Reynolds

Saturday 8th February. –

Prest.

Ch. Justice Reid, & Justices Pyke & Rolland

No
Waterhouse
v
Desrivieres
& al –

On Defendr mo. to be permitted to fyle a new plea –

Brunean for Defendr – Mr Blackwood one of Defdts having made an assignment of the property of Desrivieres & Blackwood to Trustees of ye Defendr had no knowledge they claim now to plead the pay. rec'd by the Plff under this assignment. –

Mr Griffin for Plff – Mr Blackwood must have had a knowledge of the fact, he was one of the Defendrs – the mo. is made in the name of all the Defendrs and – Blackwood must have communicated this fact to all the other parties – The affidavit of Desrivieres does not say that any monies have been received, but only that monies must have been received – The Copy of the assignment produced here is certified by Mr Blackwood himself, & not forward long after it was made –

Mr Brunean for Defdr The motion is made by the Desrivieres, not by the other Defendrs

No 727
Decamps
v
Ferguson

Mr for Lndr. on Verdict w[ith] full costs –
Mr Driscoll for Defendr – opposes this, Verdict only for £15. –

№ 294.

Delisle
vs
Angé —

Def^dr mv. for communication of certain papers. & that the proceedings be suspended until this is given —

M^r Beauchien for Def^dr there was an agreement between the parties, on which present demand is founded — certain books are produced, but there are others not produced, which are necessary to shew the rights due to Def^dr as to the fees due to him on certain proceedings in the Office of the Clerk of the peace —

Hon Pelt says he consents to produce all the documents demanded, except the № 5. —

Demers
vs
Gibson
and
Gibson
vs
Demers —

on Pl^ffs mv. for nomination of Experts —

on motion of Pl^ff to unite these causes —

M^r Lafontaine for Demers — two causes cannot be united as there is not enough stated in the declar of Gibson, to unite the causes, as he states merely a vous de fait & Cicot, & calls on Demers to answer for it —

№ 1450
Chapman
vs
Pissault dit

action for goods sold &c On merits —

M^cCord for Pl^ff. 2 Def^dr have appeared & admitted Pl^ffs demand to the sum of £22.16. as to the Def^dr no proof is made & Pl^ff discontinues as to them —

№ 2277
Daunton
vs
Langevin
& contra

action on obligⁿ —

M^cCord for Pl^ff — Incidental demand filed, somewhat has been admitted to £82.14.9 —

Kidd
v.
Girardin
&
Econtra

Action of acct — ag Defts as Exrs of Garvin —
Lafontaine for Defts — claims that Pltff render an
acct. of some effects — & this settled there will be a
balce in favor of Pltff on principal demand, and
a balance in favr of Defts on the Incidental demand

Mr Boston for Pltff — The Court must order the —
restoration of the articles in question having been sold at
a low inadequate value — a deduction of £13. from the
Garvin's charge & £4. from Moreau's acct — under this the
Pltff claims the restoration of a gold watch and Sabre
gt Garvin purchased — Admits the last demand. —

No 2454
Busby
v.
Williams

Action for wages —

Grant for Defendt — action cannot be maintained except
as to the last year — no action beyond this. — The Pltff was taken into
employ of Defendt when a child about up for charity like Defendt
child. —

No 1412
Roi
&
Lionnais
&
Millard
&
Raymond

On merits. —

Pltff sued out a Saisie — Gagnè for house Dent
Lafontaine for Pltff — upon attacht the Defendt in Gaol
made a transport of his effects to Millard — on this the
T. S. went to house of Defts — about delivery of the effects
from one Lynch — The Pltff arrived some day but too late
the effects were gone — on this Pltff sued out an attachmt in the
hands of Millard, who denied having any thing in his hands
belonging to Defts — Pltff contested this declaration — a Jugt in favr
of Pltff, whom Defendt was in a state of Deconfiture. —

Mr Pls. Bruneau for T. Saisi. — submits case

N° 1815
Cazabon
vs
Cazabon

} action for establishment of a rente viagere in favor of Deft on consequence of a disagreement in temper between the parties. —

Mondelet for Defend. The Pltff is not entitled to this right he here claims under the deed of Donation — the incompatibility of disposition is a right reserved to the Donataire, but not to the Donataire. —

Bleury for Pltff. The incompatibility of temper has been proved and as to the clause in the deed it is equally beneficial to both parties & not in favor of one more than of the other —

N° 637
Marleau
vs
Fournier
& al

} Question only as to the Costs. —

Bleury for Pltff. The Defts parties agree to the rescision of the deed in question & complain only that they were not put en demeure before the action —

Rolton for Defend. first notice of the insufficiency of the deed in question was in the present action which was wholly unnecessary. —

N° 1000.
Coupal
vs
Guertin
& Merrard

} on law. On Exception pleaded by the Intervenant Cour submitted. —

N° 2540
Doyons, Ecr
vs
Roi.

} on Law. —
Action for 6 l. of a legacy. due to the absentee. —

M. Beaubien for Defend. The Pltff is not entitled to this action as Curator, either for the principal, or for the interest as demanded, but only from the service of process — Rep. v. Legs. —

Bleury for Pltff. the Defend was Exr & was bound to keep —

№ 814
Pothier
v.
Lovis. —

action for rente constituée &c—
Mr Henshaw for Defdt— Defendt— is not in possn— The property was granted to Jos. Lovis — it is not said that he is dead, & that Defendt is his heir — & possessn is proved —

№ 1194
Buckley
v.
Saml. & Brainard

In Law. Mr Bliss for Defendts— This action cannot be maintained, the facts stated do not give Pltff any right of action to Pltff
Mr Mondelet for Pltff— The right of Thomas Buckley has been transferred to the Pltff, who exercises his right —
Bliss persists in his allegation that Pltff has no right of action. —

№ 54
Folsom
v.
Brownlee

action petitoire — on law —
Plea— Defendt— is only tenant & not proprietor, & has pointed out the real proprietor — Poth. Poss. p. 455 — Repn. vo Revendication. p. 619. 2e Col —

№ 2434
Perkins
v.
Boston

Ments. —
action for work and labor of Pltff as a writing Clerk
Mr Fisher for Pltff refers to evidence adduced. —
Mr Bruneau for Defendt— there was no contract entered into w Pltff, nor any regular service performed, but service done occasionally as required — Offers his oath Repn & Vol. p. 102. 2. Bouv. 580 — 1 Humph. 4. ch. 6. Duplessis — Poth. № 723. obl. 2. vol. Fr. Ci. Conn —
Fisher in reply the Pltff here is not a domestique — Defendt should use his plea under his oath —

№1647.
Downes dal
v
Proctor &
Hanston Gt

On saisie arrêt on Judgt
Borton for Defendr pleads that Defendr was to be exonerated from the Judt rendered against him on payt of £52.10 on acct of which Plff has rect part & the balance now due is only £46 for wch Defendr agrees that the Judgt that T. Saisi pay over what is in their hands, to the Plff — refers to the claim & opposn of the Plff on the Judt of distribution of the Defendrs property in Court & by wch Plff claims only the above sum of £52.10

№1804
Greene
v
Morin

Action upon fees as an Attz —
Case submitted

№2261
Dean
v
Henrichon

Action for goods sold
Pleas Defendr payt made to Hogarth & Dean or partners —

№2100
Archambault
v
Brien & Duvernay
dal

on merits —
Action by Plff as notary for work & labor in making necessary documents touching the expropriation for the parish of St Rose —

Mr Lafontaine for Plff. Plffs demand consists of several items — amounts to 1300 & upwards — The plea is that the Plff had agreed to do the whole for £20. — & to prove this they have examd Plff on f. cart. but failed in the proof —

The

The first item of 110£ is included in the act of reparation
q. wch the Defendr obtained the homologation —
The 3e item of £5 — is proved by the marché produced &
by qr they promise to pay this sum to Pltff —
The sum of 24£ is a moderate charge & must be allowed —
Has objected to the testimony of 7 Wit. as being
punishment — Polh. Obl. Nr 825. 827. —
Here there is no commencement de preuve par ecrit —
& the evidence of Defendr not admissible —
Conclds that there must be a Judt for Pltff for £81. 8. 2. —

Mr Guy for Defendr — The agreemt made by the
Defendt with the pltff, was that he should do the
whole work for £20 — Contends that there is a sufficient
commencement de preuve par ecrit to open the door for
verbal testimony —
Should even the verbal testimony be rejected and the
first item of 110£ be considered as proved, the Pltff
demand must be limited to this, as there is not sufficient
proof of the other items of his demand — The Pltff
acknowledges to have recd £22. 8. 4 before action. & the Defr
for £6. — for balce due —

Monday 10th Febr7 –

Enquete-day.

Tuesday 11th Febr7 –

Enquête-day.

Wednesday 12th Febr7 – Ash Wednesday

Prest.

Ch. Justice Reid, Justices Pyke & Rolland

№1608
Snowdon
vs
Geyer & Bilodeau

On Defendr. mo. for delay to plead to 1st April next – as exhibits have been but lately filed along after the action brought

Mr. Greene for Plff contends he is entitled to a plea immediately according to the usual course, –

№1130
Brewster vol.
vs
Abbott –

Beaubien for Plff moves for Judt on Evidence

Mr Driscoll – the indorsement in blank is here not sufficient to maintain the action – No proof that the make was a trader – The note was never presented after it became due – it was presented before, but this not sufficient –

Mr Beaubien for Plff. – Payt was demanded at the Bank – & it is also proved that the drawer is a Merchr –

Chitty. 259.

№ 2587
Adams
vs
Cilley
& contra

action for goods sold work & labor
Grant for Plff asks for Judgt
Driscoll for Defdt says he has proved large deductions from demands — by Contra £3 — & also for 17/6 — for horse hire — horse whip lost 5/— a double bridle sol 20/— remuneration for services at sale 10/—

~~№ 2211~~
~~Gauthier~~
№ 2495
Starnes
vs
Desforges
&
Guay. T. S

Lafontaine for Plff demands Judgt — & that T. S. be held to pay over to him not only the monies he had to be in his hands, but also what was adjudged to Desforges on Judgt of distribution, he has been paid

№ 1604
Starnes
vs
Desforges
&
Girardin
oppt

On opposition for house rent —
Lafontaine for Plff has visited the oppos^n as it concluded to costs of the Plff alone — & was wrong, as Plff did not ask these costs, and has admitted the oppos^n

№ 2368
La Fabrique
de Montreal
vs
Nicol^s Barré

& № 2364
Same —
vs
Tavernier
—

Mondelet for Plff — action that Defend^r be held to give up the possⁿ of pews held by him for 4 years as the lease is expired — There is no law in virtue but an admission in writing to cause effect as in case of Tavernier — In Tavernier case the pews were sold anew, & adjudged to others, & Defend^r refused to deliver them up — action founded on the Contract between the parties & to obtain the execution thereof — this is a legal conclusion

&

Mr Lafontaine for Defendts The law in Lower under this country in regard to the letting of Pews in Churches -
327 Rejs vs Marguillers - the functions of marguillers is to administer property of Church without altering it - they are simple administrateurs - Id. p. 329 - p. 164 7 8. 9
As to the concession of pews - N. Denys v Bare - also D. Denys & Rejs. ~~p. 164~~ - when any difficulty occurs, the Marg.s cannot change the terms of the pews, & a general meeting of the parish is necessary to make such change - the concessions & the adjudications are made for the life of the parishioner & there are many arrets referred to - & it will be seen that the same difficulty occurred in France as here - N. Denys p. 170 &c. These principles have always observed in this Country under particular ~~arrets~~ arrets of the Kings of France - It was only in 1824 that the Church here has altered the usual form - 1 Vol. Edit. 434 - is the most important reglement we have on this subject - of bancs d'Eglise - it regards only the rights of widows and Children of Concessionnaires, yet as it appears that their right had been contested, this ~~arret~~ reglement was made declaring their right, which necessarily admits that the father & husband had a right during his life, or otherwise it could not have been adjudged to the widow or Children - That the rent of the pews ought not to be encreased to raise a benefit for the Church beyond the usual expences -
2 Vol. 251 - The ordre of Randot in 1708 for parish Pte Levy contains the same principle -

These arrets altho' not enregistered in this Country, have been considered as constituting the Jurisprudence in this Country - Lauzon. p. 56 - & seqs. - p. 355. 387. 411. 427. 445. 465 495. 509 - L'abbé Ake, new work in France - refers to the old law as being the same as now alledged - Durand

Maclaren

Maillane. Vo Bans — Lacombe. Jurisp. Canon. Vo Droits
honorifiques p. 960 — Id. Vo Fabrique — shews that Bancs were
granted a perpetuité — work by M. Maylorie — Vo Banc. p. 2
Ouvrage de M. Roup — 1. Marechal 467 —
When the question is whether an adjudication is to be considered as a
Convention — It is not in the power of the Marg. to depart from
the general law, let they do the act may be considered as null
p31. 1 Nouv. Denizt — the public law cannot be altered by any
individual — without the general consent — that individuals
cannot give up a right in their favor to the prejudice of third persons
such as the widow and children —
Rejon Vo Conventions. p. 14 & suiv. — This not to be assimilated to
an adjudication — a tenant had a right to give up the bail whenever
he chose on paying rent of one year — The Marguilliers are mere
administrators & must follow the law — 1 N. Denizt. Vo administrateur
The general rule in France was that Banc was heard for the
life of the party, if this rule can be altered, leases may be
made for 3 months or a shorter or greater period at their
will without consent of the parish —

Mr Cherrier for Defendts The general law is, the pews shall
be granted only for the life of the grantee — they were at one
time perpetual, & the legislature interfered to limit them to
the life of the tenant — and it is said in some of the arrets that
the pews shall be considered only upon the decès of the present
incumbent, which is very clear as to the right of such incumbent
Jousse 488 Jousse — Art. 38. Fabrique de Fermenil — N. Denizt. 168. Vo
407 Banc — unless the right were for life, there could be no
373 retrait to the Children — who succeed to the right of their
385. art. 32 father on his death only — There is a positive rule in
the law of the Country on the point — upon to Edits cited —
and the usage has always been accordingly been in this Country —
Van Espan. p. 37. — Gibbat. 945 — Loiseau 64 — Droits honorifs
the consent of all the parishioners necessary to change the conditions
of the adjudication or to alter the usages — Where the change was
made by an assemble of the marguilliers alone —

This is a nullité absolue, where every person interested may claim to have the effect — 247. vo Nullité. Repve not necessary that a demand should be made to declare null every act affected by such nullity — Id. p. 250 — refers to Dunod p. 47. as to the public rights & the power over them — The pews here are public property, & can be administered only as the law allows — 4. Dsvit. Ve Droit. p. 249 — whatever belongs to the Church is considered as belonging to the public — and when the right of the Individual is affected by deviating from the public right may claim upon it — The private act of the party that he had taken a lease for 4 years does not deprive him of his right to claim as the validity of the lease made to him — This Court has declared null some bancs granted in perpetuity in the parish of Lasprairie, in favor of the Fabrique, and the Courts may do the same thing here in favor of the parishioner — So also where a parishioner leases two pews, the Court has compelled him to give up one of them —

The lease here does not hold the Defendt liable to what the Plffs demand — the lease for 4 years simply does not say that at the expiration of the 4 years the tenant is to give up the possession he then held, —

Mr Mondelet for Plff — The law must regulate the Convention between the parties, and here it is not what are prohibited — there is no nullity here — no prohibition of the law — Lev. 5. tit. 2. §. 5. 6. Tullier. Nº 190–191. 195 — 7 tom. Nº 480 — les nullités sont établies par la loi seule — but where the law is silent, nullity cannot be alleged — Id. Nº 496. & Dupare Poullain. 75. the act must have its execution until a rescision shall be had by a special action — The right to possess a place in the Church can come from the Marguilliers only — they are so when compelled to grant during the life of the party The only entrave of prohibition is that they shall not grant à perpetuité — Marguilliers have same right as other Administrators

and

1 Edits 344

and may lease in consideration of a certain sum — All the laws for the subject in this Country tend to encrease the revenue of the Churchs, & by no means to lay restrictions on them — N. Denys. p. 175. v° Banc. 2e Col. same principle is held 2d. p. 168. 9 — where it is held that a lease for life is not a positive rule, unless it be for the benefit of the Fabrique. —

The right in favor of the widow & children cannot come in question in a case of this nature, & if it does, it can extend only to what the husband was entitled — Neither the law nor usage are constant as to leases for life — p. 176. n° 12.

" Roup sur les Fabriques — la concession de bancs est contre le droit Commun — Loiseau. des Seigneuries. ch. 11. Droit hon. p. 62. 67. 68 nous but the patron & Seigr H. J. can have a place in Church without consent of the Marguilliers — Id. p. 72 — 2 Henrion. p. 139 — the right to a pew originates in the Marguilliers — Lacom. 56 — 59. 63 — vendre, louer a cens — ou pour certain Domine — but not beyond the life of the incumbent — D. Denys v° Banc. refers to an arret in Loisel — N. Denys p. 167. v° Banc. louage de chaire pour 4 ans seulement — Lacombe. 260. Jurisp. Can. v° Droits hon. Bacq. ch. 20. N. 4 — no action for right in the pew in Church. p. 165. Marechal. Vol. 2. a fo. 169. — usage not law unless confirmed by legal decision Bonhotlier Dom. Revale — 7 Tudier p. 647.

That here the Marguilliers as Administrators were at liberty to make conditions for any length of time not prejudicial to the interest of the Church required it — of which they were the best Judges — In towns, and in France the Fabriques build the Churches — It is no public right for an individual to have a lease for his life of a pew in the Church — The Marguilliers are not public officers — but bound to serve as such when named —

Mr Cherrier in reply — refers to authorities already cited by him

Perrault vs Noxon. — On Defendt's motion for opening the delibré that he may be admitted to prove that the effects of which he became the guardien, are now under seizure and not under his control. — This motion was opposed by Mr Peltier, on the ground, that this fact if true was within the knowledge of the Debtor, and ought to have been alledged before this time —

Cutter. vs Reynolds — On plaintiffs motion to reject the Defendt's plea, as irregular, and as the matters therein contained have already been rejected by the Court. —

Beaubien for Defendt — The plea is to the merits of the action — it denies the fact upon which alone the plaintiff can maintain this action, namely that Defendt is about to leave the Province, and although the Pltff's affidavit may have created that suspicion as the Defendt in this respect, as to warrant the granting the Ca. ad resp. yet the Defendt ought to be allowed to rebut that suspicion & shew that it is without foundation. —

Scott for Pltff. This plea is irregular, the writ of Ca. ad resp. issued regularly & the fact of Defendt's being about to leave the Province cannot here come in issue. the only fact he can plead is in regard of the debt claimed — That this plea has already been rejected under another form — the Plea besides is double and contains but one conclusion —

Labelle fils vs Parizeau & Contra — Hearing on report of Experts —

Lafontaine for Defendt — says the report has reduced Pltff's demand — & costs ought to be divided —

Mondelet for Pltff — Report is wholly in favor of Pltff —

Thursday 13th. February

Prest.
Ch. Justice & Justices Pyke & Rolland

No. 1130.
Brewster
v.
Abbott
&
Bromley
Cal. Intes

On motion on behalf of Bromley Cal. to intervene in this Cause. —
Mr. Beaubien for Pltff. objects to the application as too late, the Cause having been heard yesterday and being now en delibéré. —

No.
Holt dal.
Maitland
&
Divers
No 2291
Bagg
vs.
Blot —

Action on promise of sale —
Grant for Pltff. promise on part of Defendt. to pay the amount of a Judgt. entered up here or to execute a title of certain farm to pltff. as by agreement between the parties — the Defendt. has pleaded lesion d'outre moitié — and parties have gone to evidence, by wch it appears that the value of the property did not exceed that estimated by the parties. —

Mr Bender for Defendt — The Defendt. was hurried into the agreement to sell his land by the artifice of Pltff. Repse. Vo. Vente. 484 — the day having elapsed at wch Defendt. was to execute the sale without demand of Pltff, the right is gone — Poth. Vente. pa 644. — Same point — But there is besides in this Case a lesion d'outre moitié — The property being worth £2000 — whereas the Contract of sale was for £1000 —

Grant for Pltff. The sale here is perfected — except as to the

execution

opposition of the latter — Defendt does not ask for the rescision of the said Contract of Sale —

№405.
Perrault
vs
Fraser
&
Fraser opt —

Mr Grant for opport. prays main-levée of the effects seized

Mr Beaubien for Duff contends that the right of opport is not made out.

№2165
Mr Ross
vs
A: Hebert.
&
E contra

On report of arbitrators — case debated

—

№378.
Gaudry
vs
Dumais

action for loss of a batteau & damages —
Mr Donald for Defendt The damages amount only to two or three pounds — The parties were in partnership —

Friday 14th Febr.

Pres.
The Ch. Justice & Justices Pyke & Rolland

No 2038 & No 2396
Waterhouse al
& Desvignes al

On Pltffs mo. that the Enquête be declared closed —

Mr Bruneau for Deffr. The rule refered to applies only to the proof to be made by the Pltff — but the Deffr cannot be concluded in their proof of their plea — and which they are prepared to make to shew the error in the Pltffs obligation. —

Mr Griffin in reply — The neglect to answer to fait & dt. is tantamount to a Confession of Judt — & Deffr cannot now be admitted to make a Contrary proof —

No. 1109
Doncegany
vs
Kennedy
& Contra

Mont. —

action for goods sold and delivered —

Walker for Pltff — plea of Compensation & Incidental demand — Deffr charges for 144 days work. evidence not above one half — has been given — 84 days charged as whole days —

Mr Smith for Deffr — The action must be dismissed the only exhibit filed is for goods sold &c — & also for so much money pd to Deffr This is not for money pd laid out & expended for Deffr — This is also supported by the evidence adduced by Pltff — that the money was pd on acct of money due by ~~Deffr~~ Pltff to Deffr — As to the Incidental demand it is clearly made out —

№1072
Cornish.
vs
Porteous
&
E contra

} action for damages for breach of Contract
Walker for Pltff. Pltff was employed as a brewer in 1830 to superintend a brewery for Defendt for one year at rate of £125 per an — from 1 Augt 1831 — but was discharged in January 1832 without any cause or excuse — Defde has alledged the insufficient work & unskilfulness of Pltff On the other hand Pltff alledges the insufficiency of the buildings the utencils unfit for doing the work —

Mr Griffin for Defendt The evidence adduced shews that the pltff was unskilfull — The Pltff had full power to put the brewery in the state he should desire — refers to Wats Whelan as being agt Defde but his character will not stand the test nor his evidence be admitted agt all the others. The Pltff failed repeatedly, was conscious of his own failure

№ 1214
Maillard &c
vs
Tenlon —

} action on promissory Note or aval —
Mr Buchanan for Pltff — This a similar case of Smith vs Porteous on an aval, refers to Heinecc on Contract d'change p. 27. — Pardessus on bills of Exch. p. 186. 188 — The Defendt not the payee of Note. 1 Pardessus on Comt. law. № 396 — Rogue Jur. Consultum. 2 Vol. p. 354 —

Mr Day for Defendt — The law of aval, will not apply — no guaranty has been made out here as the Defendt — nor the name of Defdt was merely given to enable the payees to discount the note —

№ 2649

Mills
v
Buck & al

Action of assumpsit—

Walker for Plff— action for a quantity of pork sold to Defendt who plead that the work was deficient both in weight and in quality— & claim a deduction on the whole quantity of 140 barrels— they communicate a survey had of the pork at Quebec of ten of the barrels, & from this conclude that a deficiency of equal quantity existed on all the barrels not inspected this cannot be admitted— Defendts insist on a reduction of 10 ℔ barrel— Pork & Pearl ashes are purchased from the brands— Pork loses wt. in Summer & gains in Winter.—

Day for Defendt— The question here is whether there shall be a deduction of 10 ℔ upon each barrel of the pork— Defdts have tendered the value deducting this sum, and it has been taken out of the Court by Plff— The brand of an Inspector is not conclusive but an error may be shewn by sufficient evidence of any brand.— The Commission of the Inspector not renewed on accession of the present King to the Throne— & therefore no Inspector— at time of Inspection there was no law in existence for inspection— The St. 4 Geo. 4. ch. 22 having expired in 1828.— Objects to testimony of Tyson, the Inspector— as liable to penalty of acts contrary to law, & as being merely the agent of Plff who employed him.— he says he inspected the pork at 9/— being half price— Defendts have clearly traced the pork to Quebec & proved the deficiency.— Ten barrels were inspected & a medium deficiency thereby calculated on the whole— This is according to the Custom of trade— The opinion of pork shrinking in warm weather is controverted by several very competent witnesses— Plff also to Capdeville that he would allow a deduction of 5 ℔ barrel—

34 Geo. 3. ch. 3 s. 14—

4 Geo. 4. ch. 22 sec. 7.—

Walker for Plff – The Stat. 4. Geo. 4. was a temporary law when it expired the general law which it repealed was revived – & the Inspectors still continued as public officers Tiffin was a public officer at time of his inspection, & by no means interested – & the last writ from having expired and superseded the first – he is besides a witness of necessity The testimony of the writ at Quebec under the Comn – not very creditable – Not proved that all the pork was shipped to Quebec – The exam[n] was confined at Quebec to Prime pork alone – whereas 3 kinds of pork were on the to the Defend[t] Prime – Prime Mess – & Mess Pork – the duty of pork not proved – besides the weather was very warm, and had been in poss[n] of Deft[s] for a considerable time – the pork to be exam[d] was pointed out by Defend[t]

No usage of trade has been established in evidence – The offer of Plff to deduct 5/ p barrel can be applicable only to the 10 barrels inspected – & this arises only upon an accidental conversation –

No 2476
Gravelle
v
Jordan
&
McNider
Intervs

} Ord Law –

Mr Cherrier for the Plff – orders on dispensation de biens – on the Intervention of a Creditor to arrest plff's demand – Contends that the allegations compris in the Intervention and the conclusions of it are insufficient to arrest the progress of the Plff's suit –

Walker for the Intervening party – The Defend[t] is a considerable retail dealer – who has contracted debts to a considerable amount about a short time before the commencement of this action

№ 2313
Skakel
v.
Sommerville

On law

Mr. Gale for Pltff. action for recovery of monies advanced for the Defendt.

Mr. Fisher for the Defendt. has pleaded a defense au fond en droit to the two first Counts in the declaration, that in point in law they do not contain enough to entitle him to his action, the presumption being, that if Pltff advanced monies, it must be the monies of the persons to whom he was Curator & tutor — That Pltff has rendered no account of his gestion & cannot stand in this action until it be rendered — cite Denizt. Vo. Compte — Pltff is bound to give an act. of what monies received & paid, even when no money has been received — Mesli
379 p. 379 — Pand. p. 106 Tutor & Curator is not bound to lay out his own money for his pupil — The 2. Count does not state how the Defdt is liable for the monies laid out for the son —

Mr Gale for the Pltff — Pltff was Curator to the person only of the Defendt — he had no property of the Defendt — in his hands — The second count is also sufficient — as it is stated the ~~Defendt son~~ Defdt being the father became bound to pay for his minor son — Defendt might have had his action de compte up Pltff — but this not a plea to the present action —

№ 458.
Guichard
v.
Heaven —

On merits —

On action by hypothecaire —

Hemshaw a The Defendt — is not proprietor, nor in possession of the land — Defendt having sold the land to another person —

Buchanan for Pltff — a sale without possn — is not effectual particularly to a foreigner —

№ 2211.
Gauthier
&
Sammes

on law.

Mr Cherrier for Defendt. The declaration is not sufficient - allegation of a collusion between the adjudicataire and the Tutor - The Defendt here is not stated to have participated in any collusion in the sale of the Minors property - The action should have been action en restitution - but when all the formalities have been observed this action will not lie Renusson. Rept. p. 329 - The parties concerned ought to have been parties before the Court. Bourbel. Vo Restitution. p. 336 - Merlin p. 32 - 2d part. ch. 14 - 2 Pigeau 96 - Gales v Beaudry et al. 20 Oct 1830 -

Mondelet for Plff - There was an incapacity in the Tutor to purchase and therefore could give no title to the Defendt - it is an nullité absolue - The Defendt may call his garants - the Plff not bound to call them into the Cause as parties - Merlin p. 229. 487. 488. 9 - 1. Bourj. 55 - D. Denizt Vo Vente. 805 - 7 Tuller № 521. 534 - Du. du Defaut. Vo Tuteur -

Saturday 15th Febr

Prest

Ch. Justice & Justices Pyke & Rolland

No 1440.
Blondeau
v.
Lacroix —

Ar Defendr mo. that Pltff be held to answer
over to certain interrogatories, & also to be allowed
to propose new Interrogatories

Mr Pelletier for Defendr action on obligation, & plea
payt by an act of sale & for professional duties to 9th
prescription has been pleaded — The answers are evasive &
in some respects contradictory, as she acknowledges to have
paid no other monies to the late Mr Bedard than what
is mentioned on the two receipts produced by her —

Mr Bender for Pltff contends that the answers of Pltff are
sufficient, and as to the supplementary Interrogatories they
are not made upon any answers given already by Pltff
but upon matters which the Defendr had omitted to
propose. —

No 2891.
Pelletier
"
Beauchamps

Ar Defendr mo. that Pltff answer over to the Interrogs
proposed to him
Mr McDonell for Defendr complains that answer to the
5th Interrog is not sufficient —

No 1278
Foley
"
Knapp

action for work & labor —
Grant for pltff — demand is proved —

Mr

Mr Day for Defend — The work has been proved but no proof of materials being furnished by him — on the contrary they were furnished by Defend — and therefore a deduction should be made from the demand on this object — Some of the work not sufficiently done — & a deduction also ought to be made on this acct. Other witnesses estimate it accordingly —

Mr Grant en reply — no complaint made of the work till the action brought — till then Defr appd. satisfied & promised to pay — furnished all the materials & upto the sand and lime —

No 2078
Piccard
vs
Deshantels

Action on transfer of Debt to Plff

Binder for the Defend — one Jos. Dufant Tutor to Minors Lafone was authorized to sell the lot of land in question under certain grounds stated in his petition in this respect — The sale was not made according to the authority given to him by the Court but sold the property for ready money instead of the money of the money remaining in the hands of the purchaser until the age of majority of the Minors and paid to them — The money therefore could not be transferred by the Tutor to the Plff

№2433.

Ahern — Ranger & Ekenberg. pour reps: d'act

action en declar d'hypotheque. — at 160. Et. 4. № 9 1 Pigeau 388. 2 ars on

Mondelet for Defendt — It is not the question here whether the instance is permis or not, ~~is not the question~~, but whether the Defendt — in the other cause ought to have pleaded it — in ~~another~~ that cause — and whether this Court can declare the instance perie in a cause not before it. —

Scott for Pltff. the instance is permise by operation of law and Defendt — cannot ~~by any~~ avail himself of it

№296

Scott vals vs Wilcox Jr

action en partage — by default —
To draw Interlocy

№2421.

Leslie vs McGregor

Action for goods sold. —

M. McDonell for Defendt — The seeds sold by Pltff were of no value and rotten — and besides there is no evidence to support demand beyond £12 a £15 — for pruning gloves & tennies —

№1089.

McRider vs Lowry Hart — en dist: de depens Mr Mondelet opt

Dan appos: of Hart & McRider —

Mr Hart atts of Defendt obtained distraction de depens, and upon this sued out ps ecution agt the Pltff —

Mr Mondelet for Pltff objects to the rght of Mr Hart to sue out this Ecrn — as such demand en distraction de depens was never made before the Court — and therefore opposed the dezpen — That the Pltff had no notice of the application for distraction de depens, and was therefore ~~was~~ irregular

The motion is not filed, nor made in this Court —
Hart the party on distraction — No notice is necessary
when both parties are before the Court — Rep. v. Dishaw
p. 731. — No notice requisite when mo. made on rendering
the Judt —

No 1911
Goodman
Archr Ferguson } action for damages by Defendt taking down the
gable wall of his house encroaching that of Pltff to
injury of weather —

Hart for Pltff Here was an unusual delay in rebuilding
the wall of the house, & Pltff protested ag. Defdt
The delay and damages are grounds —
Driscoll for Defdt Pltff agreed to making a joint
wall as the opening was only a few feet from an inner wall

No 2314
~~No 781. Oct. 792~~
Hedges
vs
Bromley } action on promissory note —
dal —

Driscoll for Defdt Bromley — Note was
given to Pltff for being appointed to one Charles
Wilson, to stop a suit brot by her — Heas ag. and
~~Defdt~~ Pltff on oath — from answers of Lyman the action
must be dismissed —

Gillespie dal
Roi vs
Civillier
Chamberlain dux } Opposn

On opposn

Moreau for Chamberlain avise opposn
founded on a Judt obtd ag. the father
of the Defendt. —

Mr

Mr Brunean for Defr — have pleaded payt of the Debt since the Instt. Saisie-arets have been had at Instt of opposts by wh. they agree that £36. 15. 8 for wh. interest on £15 11. 8 per ann 1823 — was the balance due —
Another Saisie arret at Mr Bidaman, who pd. the balance due on the Instt — in principal interest & Costs — & the balance to O Sullivan & Grant the Attorneys of the Opposts — That O Sullivan & Grant are justified in Law as the Garants of the opposts — who shew the payt to have been made. —

Mr Grant, mis en Cause — the opposts have rec. the full amount of their demand — have no int. the oppr on fact & articles, who say they rec only £5 — but on consulting the bills of Costs it will appear suffl to pay

Mr Pelletier for Cuvillier, when interest was demanded Chamberlain Levise on £15. 11. 8 for a Instt bearing interest & shews the writ was for Costs —

Mr Morgan for oppts — there is no proof of payt to the oppts — They Did not know for what sum the Saisie-arret was made in hands of Bunny — The oppts Chamberlain says he rec 5 — & his wife £5 — from Mr Grant — there is no receipt here from the oppts but only from O Sullivan & Grant — who had rec different payments —

No 673
Stewart
McKenzie
& }
Ann. Bethune
dat —

On motion calling on the s. Ann. Bethune &al. why they should not take up the instance in the Lieu & place of Defrs

Mr. Rossiter for Mrs in Cause — says the process in this

This cause was never served on the Defendts but on their attorneys in Court who had no authority to receive such process.—

Monday 17th Febr

Pres.

The Ch. Justice & Justices Pyke & Rolland. –

№ 294.
Delisle. –
Auger. –

On Defendr motion that Pltff be held and obliged to produce certain papers – and moves that the Court will revise its Judt rendered on the 12th inst. made on the Defendr motion. –

Mr McCord for Pltff, communication open to Defendr to all the public Books in his office touching the Pltff's demand

№ 934
Lefevre –
vs
Warwick
&
Warwick
opt –

On oppos. afin d'annuller –

Mondelet for ~~Oppos~~ Pltff. this oppos. not founded on the grounds alledged. –

Boston for Oppos. the Sheriff has levied sufficient monies on another writ of execution to satisfy the present demand. a delay ought to be granted

№ 1797
McDonald
vs
Hepfresley

action for goods sold & delivered

Hunt for Defdt says he owes only £10. 18 9 opt is not within the jurisdiction of the Court – has left the demand to the valla of Pltff & from his answers that the action should be dismissed. –

№ 2441.
Lacroix
vs
Lacroix

Defendr alleges that there has not been suffe delay of notice — Dismd —

№ 105
Jones et al
vs
Pelogenin

Ex capture à la forme — cumulation d'action — Cherrier for Defendr action of account — Pltff also claims a certain sum agreed to be paid by Defendr on a suit in the Inferior Court, and also for damages —

Mr Mondelet for Pltff. Hitherto many kinds of action are allowed to be joined — The Pltff here alone can suffer by the delay to account — at all events the action ought not to be dismissed. —

№ 1504
Gamelin
vs
Sarault
&
Sarault opp.

Mr Rossiter for the Pltff — The oppost here has made a second opposition, which must be dismissed — no moyens filed — but reference made to the oppn itself

№ 1708
Welsh
vs
Fuller

Action on obligation &c &c

Buchanan for Pltff — Plea of Compensation contends that Pltff is entitled to Judt for £12.10 — Lt and of obligation —

Day for Defendr — The settlement of such discharges the bond. — The receipt for wood could will comprehend the sum of 10/ acknowledged for rent —

Buchanan. sold of act. in 1821 —

Nº

Cutter
v
Reynolds

Judgt granting Pltff. mo. pr rejecting plea of Defts as filed too late & after proceedings had by Pltff –

Nº 2313.–

Skakel
v
Somerville

Defendrs pleas of general demurrer, over-ruled

Nº

Rollard
v
~~Cayers et al~~
Sawyers

Judgt for reprise d'instance aft. McKenzie exs. –

Tuesday 18th Febr. —

Prest.

The Ch. Justice & Justices Pyke & Rolland. —

Bourassa
v
Vandale

On defendr mo. to be allowed to add 4 names to his list of Witnesses exhibited in Novr. last — and to revise the opinion of the Judge who rejected the testimony of one of the witnesses, as interested. —

Mr Cherrier for the Pltff — The Wit in question is interested as he sold a part of the land in question to the father of the Defendr —

No 401
Saxton dal
vs
Barnard
dal
&
Burroughs
Can. par repris
d'instan —

On mo. of Defendr for a folle enchere. —
Mr Smith for Pltff moves for delay as Pltffs are in England —

No. 795
Cardinal
vs
Williams
&
No 205
Cardinal
vs
Williams

On Defendr mo. to unite these Causes, both being for homologation — plea same in both —

No. 2741.
Yates —
vs
Green —

On rule of Pltff why Report of Expert should not be homologated —

Mr Driscoll for Defendr submits cause — mov

№ 172
Harwood
vs
Quesnelle

On Plff's mo. that Defendrs produce their moyens de faux —

Buchanan. The minute of the act appears to be lost. and Defendt ought to be held to file their moyens de faux, as the minute may not be wanted — Desjardins Cods de faux. 184 — 189 — & p. 393.

Mr Cherrier for the Defendrs — there is no proof that there ever existed any such minute as that stated —

№ 294
Delisle
vs
Allen —

On Defendr mo. to proceed ex parte —

Beaubien for the Defendr. The Plff has not filed the exhibits as required by the rule of this Court, & this rule ought to be discharged.

№ 371
Cardinal
vs
Sharp

on law —

action on note — plea of compensation for horse hire

Buchanan for Defdr. Tuttle on compte. № 370. 2 deg —
the party then is ready to establish his demand without delay —
comme in Court. de Fenis —

№ 2690
Walker.
vs
Quintal
et al. —

action for the price of a lamp sold to Defdrs

Taylor for Plff. The Plff has proved his demand which was made according to the orders of the Defendrs who were Churchwardens. —

Mr. Mondelet for Defendrs. The engagement of the Defendrs was for a lamps not exceeding £75. — The lamp has been delivered, but not used — Defendrs have offered 2000# — or at least the balance due to complete that sum, before the action brot — Dousse. p. 112 — as to power of Marguilliers — p. 328. Repse. vo Marguilliers —

No 1232
Smith
Buchanan

Buchanan for Pltff demands Judge considers the his conclusions as Defendr has not answered

No-2445
Robertson
v. dans
Gray et al
& contra

Action for a stack of hay -
Stanley asks Judt for balance of hay - £16 -
Ross for Dfdt - the hay was bad, and this fact was concealed from the Defendr - when he purchased - an incidental demand for the damages sustained -

No 1841.
Flaniry
v.
Disjres dans

On question touching right to exp. a witness -
Greer for Dfdt The Wit. not a party to this. & has no interest in the suit -

No 711
Savage
v.
Jones -

Action en vove de fait -
Scott for Defendr contends that there is not proof to maintain the action, & no proof of possession
papers not ready

No- 1943
Robertson
v.
Grant.

On rule to shew cause why Judt should not be declared ex contumacy as the Dfdt a Devisee of late Robt Grant -
Walker for Defendr prays for delay to answer to Rule
Mat McDonell & Wife have renounced

Holt et al
v.
Martinant
&
Dwens opps
&
Ernatinger
et al

On new Judgt of Distribution —

Walker for oppts same points are not now before the Court, as when last case was given — No reasons of Judge —

№ 2529
Schuyler
v.
Risk
&
Contra

On report of arbitrators — & hears on both demands
Case submitted —

Wednesday 19th Febry. —

Pres.t

The Ch. Justice & Justices Pyke & Rolland

No 2559. Lacombe v. Lebeuf —	Action dismissed - see J. Pyke's notes -
No 1095. De Beaujeu v. De Longueuil	Judgt for Plff — see do — do
No 878 Hutchinson v. Armstrong & Moffat & al Intervs	Intervention dismissed, & Judgt for Plff M.r J. Rolland dissents. —
No 2168. Bastien v. Grant —	Judgt for Plff. —
No 1954. Dorions & Bagg —	Action dismissed. —
No 2519. Lewis & Love —	Judgt for Plff - except as to one of the notes —
No 942. Dumouchel & Proulx —	Judgt for Plff —

No 1728. McKorkil vs Bowker	Interlocutory Judgt. —
No 1009. Coupal vs Guertin & Menard	Demurrer pleaded by Defendt. dismissed
No — Downer vs Proctor & Hanston T. S.	Judgt for Plff. as demanded
No — Gravelle vs Jordan & McNider Intervs	Exception to the Intervention dismissed —
No 458. Guichaud & Heaven	Judgt. for Plff. —
No 2211 Gauthier & Jammes	Action dismissed. — proper parties not before the Court.
No 2078. Piccard & Deshautels	Action dismissed —
No 1089. McNider & Loney. — & McNider opt.	Opposition dismissed. —

No 934.

Lefevre. —
v.
Warwick. —
&
Warwick op^t

Opposition dismissed

No

Jones & al
v.
Pelloquin

Plea of exception maintained. —

No

Alger
vs.
Bourke —

Judg^t for one half of the demand only the Court considering that there was no solidarité between the parties. —

Thursday 20th Febr 1834.—

Pres:

The Ch. Just. & Justices Pyke & Rolland

Classon vs Curran & Curran opt. } Opposition dismissed

Bagg vs Blot— } Judgt giving a day to the Defendt to pay the amount of the debt & costs

No 371.

Cardinal & Sharp— } Judgt admitting plea of Compensation

Gates et al vs Pillet & Guy. T. S. } On motion of the plaintiffs that the T. Saisi pay over to the plaintiffs the money by him declared to be in his hands due and owing to the Defendt in deduction and part payment of their demand of the Defendt the Pltffs reserving to discuss the account rendered by the T. S.

Mr Guy for the T. Saisi, contended that the motion could not be granted, as the Pltffs must either accept the account as rendered by the T. Saisi or contest it— That hitherto the T. Saisi stood as a Witness in the Cause and until made a party the acct he has rendered could not be contested.—

Mr

Mr Beaubien for the Defendt moved that the T. Saisi should be held and bound to file all the documents in support of the account rendered by him that Defendt might have the communication thereof reserving the right to contest the said account hereafter — and consenting that the monies in the hands of the T. Saisi, be paid over to the pltffs

The Court rejected the Defendts motion as he was not entitled to call on the T. Saisi to produce any documents in support of his account or to take any proceedings agt him until he should be made a party in the Cause — Reserved to determine upon the motion of the pltffs —

Cameron
vs
Cameron
&
Mrs Cameron
opt

On opposants motion to proceed ex parte as Pltff had not pleaded to the Oppos[n]
Boston for Pltff. The Pltff is stopped from proceeding in this Cause, as the Defend[t] is dead, a fact alledged by the oppost himself, which must also stop him from proceeding also — That the Pltff has in consequence of the intimation given to him by the Oppost — taken a rule upon him to shew Cause why he should not take up the instance as the brother and heir at law of the deceased. —

Stanley for the oppost alledges that Pltff made an illegal seizure in his house which the oppost has contested by his opposition, and to which Pltff is bound to answer — that there is now no rule befn the Court calling on Oppost to take up the instance. —

April Term. 1834.

Tuesday 1st. April.

Present.

Ch. Justice Reid
Mr Justice Pyke
Mr Justice Rolland.

No 251.

Babcock vs Bingham } On Pltff's mo. to be allowed to discontinue the cause without pay of Costs, on grounds stated in the affidavits fyled.—

Starnes vs Desforges Guyy. T.S. } Mr Greece on behalf of Mad. Desforges, moved to intervene in the Cause — This was opposed by the Pltff's counsel, on the principle that the Cause was to be considered as now being en delibéré — Greece observed that the delibéré had been opened by an order to fyle papers.—

Senecal vs Leblanc } On Pltff's motion that facts & articles be taken pro confessis.—

Mr Bleury for Defdt — prays that a further day be given to answer to the 9th inst.

Wednesday 2d April.—

Pres.

The Ch. Justice & Justices Pyke & Rolland.—

No 172
Harwood
vs
Quesnelle

Rule absolute for filing moyens de faux—

Thursday 3d April 1834

Pres.

The Ch. Justice & Justices Pyke & Rolland.—

No 101.
Bewley
vs
Millar et al.

On motion for a new trial.—

Mr. Fisher for Pltff— The Judge allowed proof of the character of Pltff to be made, yt was irrelevant in this case—

Evidence was also allowed that Pltff had been in the habit of making great noises to annoy Defts in an adjoining room— 5 Dozen & Bronn—Wits.

Evidence of a prior assault committed by Pltff on Defendt was also allowed—

Misdirection of the Judge on all the evidence in submitting all these above matters to their consideration— cites 5 T. Rp. 20—

Mc

Mr Driscoll for the Defendts. The facts referred to came out incidentally in the Cause, were not adduced as a justification of the Complaint —

№ 1885
Scriver
v.
Gilbert
} on mo. to ex. a writ for Defdt —

№ 1926.
Hall
v.
Duvernay
} Mo. to proceed ex parte — objected — no statement filed Answr — not necessary —

№ 714
Brewster
v.
Brabant
} Ore tenus —
Perrault for Pltff — the plea of ex captivis filed by Defendt — is too vague & insufficient —
Mondelet for Defendt — The plea tho' is positive — & regular —

№ 918.
Shaw
v.
Cameron
&
Hudsons Bay
Co. T. S.
} On motion of the T. S. that writ & process be granted, owing to the death of Pltff & Defendt —
Mr Gale for T. S. — The proceedings in this Cause are irregular, this must be considered as an action, as it adjudges the monies of the Defendt to be paid to another person — 2 Raym. 1072. 322. 1 Salk. 6 Mod. 250 — 1 Vez. Cod. Civ. tit. 26. art. 3. 44 Sirpellon

Mr Grant for Pltff — This is not an action, but an execution

execution — and may be issued in the name of the deceased Plff — 66 q. 2 Bourj. de p. 670 — Poth. Pro. Civ. ch. 2. art. 3 — .—

№ 1815.
Cazabon
vs
Cazabon

Re-hearing on merits —

Mondelet for Defendt. The retention of usufruit shews the intention of the parties to retain the property during their life-time — The Donors alone could invoke the claim of incompatibilité d'humeur —

Bleury for Plff — The clause here is general & to be interpreted in favor of each according to circumstances —

Friday 4th. April.

Present

Ch. Just: & Justices Pyke & Rolland

№ 2038 & № 2394.
Waterhouse
vs
Desrivieres et al

Action on obligation —

Mr. Bruneau for Defendt — The conclusions are singular, as they are jointly & severally claimed to be condemned, whereas they are here only par bénéfice d'inventaire —

N° 1505
Drouin
& }
Labrosse }

Pr Pltff motion to reject the report of the Experts filed 2 October last, & that new Experts be named

Me Cherrier for Pltff — The right of action is acknowd by the rule of reference, yet the report of the Experts dismiss the Pltff's action, but on a mistaken principle as the part. of the rents & pension to the third person, is not a question before the Court & does not affect the right of the pltff in this Cause —

The Experts have also refused to receive evidence on the part of the Pltff which is ascertained by the affidavit of one Labrosse. — The witnesses of Defts are related to him & his report his relation also —

Me Rollin for Defts — a similar motion of Pltff was heretofore made & rejected — the only difference here is the affidavits of 2 persons —

Saturday 5th April. —

Prest.

Ch. Justice, & Justices Pyke & Rolland

No 598.
Hart
v
Bromley

On objection by Pltff to one of the Interrogs proposed to be put by Defendt —

Mr Hart for Pltff. objects to 3. Interrog as irrelevant to the matters in issue — The setting the note after it was due is of no moment —

No 2677
Cutter
v
Reynolds

On merits —

Bramwell for Defendt — The Pltff has no right of action — The Pltff does not prove the facts he has alledged — nor can he have a right of action on a draft of another Court — The facts alledged are not sufficient to warrant the action — not alledged that Defendt is about to leave the Province

Scott for Pltff contends that the demand of Pltff is well founded —

Monday 7th. April 1834.—
Prest.
Ch. Just: & Justices Pyke & Rolland.

№205. & №795
Cardinal
vs.
Williamson

On Defendt mo. to set aside the inscription for hearg on merits —
Mondelet for Plff — mo. too late.

№446
Wright
vs.
Durrell

On Defendt mo. to take off default entered at hum last term & to enter appr —
Buchanan for Defendt — refers to affidavit fyld —
Day for Plff. application too late. & not well founded —

№1728
McCorkel
vs.
Bowker et al

On Plff. motion to be allowed to addce evidence of his damages on refusal of Defendt to deliver up the lands in question
Case submitted by Deputy

№749
Crawford
vs.
Desrivieres
et al

On mo. for delay to plead to Order

Dr Boucherville
&
Dr Bte Leroux —

On re-hearing —
Mr Charrier for Plff

1. The testament essential — There can be no reunion of the fief. of the part held by Defendt under the will

The remainder here will not apply – nothing express on the subject – The elder brother here was considered to hold as Seignem – and the right of Seignem Survivorship is devised to him – The testator could not make a division of his fief into a number of arriere-fiefs
The acceptance of the legacy by the heirs Blemy confirms the will –
The words in the will that all the Children shall hold their shares independantly & equally – & particularly in the case of Bromberrow –

Mr Beaubien for Defend^t – The will must determine the rights of the parties, & the whole bearing of the will ought to be considered, looking at the law of the land as to the partage it would have made among the Coheirs – The testator gives a 1/11 to each of his children deducting the part given to the eldest son – the legacy to the younger children is given with the like rights and privileges with that of the eldest son –
It appears there were other arriere fiefs besides those contended for by the Plff. in the deed de Joseph Delmestre. & by the acts made between Plff & his brother – & also from arriere fief of Bromberrow –

—

No 160
Hardyside
Russel

on action for goods sold

Fraser for Plff – question here as to delivery of a hogshead of brandy – refers to circumstances – delivery to Carter – Ross. on Vendors p. 66 7th Woodeson's Comt. laws. 220 – Jones on bailments. p. 106 – notes –

Mr Rossiter for Defend^t – The proof of delivery not sufficient – he even requests that the Carter shd have proved the delivery to the Defend^t 14. Johnson p. 220. – 320 – 6 Taunton p.

No. 810.

Moffatt & al
vs
Solomons.

on merits —
Grant for Defend. moves to discharge dis'mptain —

No. 741.

Oliva dup
vs
Desrivieres
et al —

On motion for the appointment of a Sequestre
Mr Charrier for Defendr The Plffs demr shews that there is no right to this demand — The parties are all heritiers par benefice d'Inventaire, & it is extraordinary that the parties should have such a right of each other — the same as if they were heritiers purs & simples
The Plff may have an action to ascertain the state of the succession, but not the present demand. —
The Defendrs have produced evidence to shew that

Tuesday 8th April. —

Pres.t

Ch. Just. & Justices Dyke & Rolland

No 1160. & 1176
1978. 972. & 1163.
Jac. Cartier
Jos. Cartier
& contra —

Mr Mondelet for Plff. prays Judt on the Report of Arbitrators, & Costs in the several causes — That it is here a question how the Costs should be adjudged — The first action was instituted for one Londemande in regard of a land possessed by Jac. Cartier, in consequence of his refusal to settle accounts with him —

Mr Green for Jac. Cartier — The Court will not be enabled to homologate this report from the complicated nature of the objects it comprehends. — accounts had been settled between the parties in 1824. yet the arbitrators have taken up matters previous thereto — The arbitrators have allowed interest on interest, yet the law does not allow — Cont. to 11h to put reasons in writing. —

No 205. & No 795
Cardinal
Williams & al

on action of Defendt for house rent
Mr Cherrier for Defendt — There can be no Judt in this cause until both cases are fit for Judt —

Mr

Mr Mondelet for Pltff. There can be no difficulty in giving Judgt. as the principal debtor in this cause it is essential that Judt be given here as there may be collusion between Defts & the Cautions & the principal Debtor —

Mr Cherrier for Defts. on the matters of law, says, that the contract here of the Caution is not binding as not accepted by Pltff — in order to entitle him to the benefit of it. — cites Massue sup. & Buchanan where the right was allowed, but on circumstances different from the present — there was in that case some acceptation by Pltff — here there is none —

Mondelet in answer, it is enough that he state in the declaration that the Defendt became security for his Debtor, as this implies an acceptation of that security — This acceptation the Pltff also alledges in his replication —

Cherrier in reply — proceedings incomplete — there is no answer to the plea of payt alleged by Defts —

—

No 1260.

Hubert dit Cartier dit &

action for a legacy made of a legacy made to them by the late Jas. Cartier —

Mr Ols. Bruneau for Pltffs — The Defendt is proved to have come into the possession of the property in consequence of which they are bound to pay the legacy demanded —

Mr Lafontaine for Defendt — The action is brot against the Defendts solidairement, & the Defendt contends it is singular, as there is no solidarité here — nor can it be

be presumed — where there are two legatees — the debt a legacy is divided between them — The Defts are bound to pay an annuity of £30 — to their aunt & £500 — to their brother — The testator intended a division of the property Devised, & consequently a division of the obligation —

Poth. Obl. N. 263. 5 — 269. — Only the legatee who accepted the legacy was bound to the payt of the annuity — the solidité ought to be renounced — & one of legatees here could not have demanded the whole — and in an action hypothecaire — one of the legatees could not give up & abandon the part of the other — cite case of Pand. v Malbank Poth. 373. Don. test. 408

Repse vo accessoire p. 112. 113. — 1 vo Legataire 63. 4 — 76

5. Jullien, ch. 5. p. 517 No 554. — 555 —

2 Defts. Succ. Test p. 228. No 41. & p 232

D. Dmor vo acte No. 10 — 2d vo Legataire p. 88 —

2d Lemaitre. vo Solidité p. 543 —

Domat. des Test — Vol. 1. Sec. 9. 10. p. 434. art. 13. p 480. art. 8. —

The Defendt contends that the legacy of Madame Hubert only is payable, and not that demanded of £500 for her children during her life time — The Defendt not bound to pay the £500 — in case they took poss. of the land during the life time of Mad. Hubert — This appears by the general tenor of the will — Refers to the clause of the legacy of this land to the young children nés & à naître of his son & daughter — to shew that this sum of £500 was not to be paid during Mad. Hubert's life —

The Defts. demand each 1/6 of this sum, whereas it appears there were three other children brother & sisters of Defts. who are dead, who had a right to their proportion of this sum —

That the legacy is due only on the majority of the children of Mad. Hubert — & must mean the majority of the youngest of them, & there is one yet a minor, & not in the cause — action is therefore premature —

That Mr & Madr Hubert are still alive & may have more children — & the legacy has been extended to some of the children born since the death of the testator — & it can only be at the death of Madr Hubert, that the number of children entitled to this legacy can be ascertained

It was the intention of the testator that Defendr should retain this property in their hands, but if they were bound to pay this legacy immediately on taking possn they would be obliged to sell the property, which would render the testator's intention wholly void; and therefore a delay should be granted to the Defendr to acquit this legacy —

Demand of Interest cannot be allowed — as it is due only from the day of the demand —

Has pleaded payt of Mad. Hubert's demand. —

That the first year of the rents of £30 — falls into the Community to Pl — Madr Hubert has renounced —

Mr Ph. Brunean for Pltff —

The possn of Defdr is admitted — Poth. Nr 269 — Ob. to shew there is solidity in this case of the Defdr —

That the legacy of £30 to Mad. Hubert is referred to in several parts of the will, and it is apparent from the 5e art. of the will that the £500 — was payable to her children during her life time —

—

Nr 2433.

Abers — Ranger — al. pour Reps d'hd

Action en Delte d'hyps —

Mondelet for Defdr — says, he was bound to keep the monies in consequence of a Saisie-arrêt made in his hands —

Scott for Pltff — this Saisie arrêt is gone, perie, from lapse of time —

№2178.
Bourassa
Vandale

On 2 Motions of Pltff & Defendt—

Mr Lafontaine for Pltff moves, that the enquete on the part of the Defendt be declared closed—

The Defendt was bound to do diligence to adduce his writs— he set down the cause on the Enquete book, but without notice to Pltff—

Mr Bruneau for Defendt— contends that he has done all necessary diligence—

Wednesday 9th April—

Enquete—day.—

Thursday 10th April

Enquete day

Present

Ch. Justice Mr Justice Pyke.—

№1262.
M'Gowan
vs
Rochon

On Defendts mo. to quash process for short service—

№673,
Stewart
McKenzie
&
Bethune & al
mis en cause

On motion of Mis en cause that she be held to take up the instance—

M^r Boston for Plff, a day was given to the mis en Cause to fyle her reasons in writing to the first day of March last, but a paper has been put in at this late day which ought not to be admitted. —

Friday 11th April

Prest

The Ch. Just. & Justices Pyke & Rolland

No 401
Saxton dal
vs
Barnard
&
Barnard
dal — opp^t

On motion for a Sale at folle enchere of the purchaser —

No 86
Dom. Rev
Hoy. vs Hoyle
dal

On motion of Defend^r that they be held to produce & file a certain opposition made & filed by the prosecutors before the Defend^r —.

No 170
White
vs
M^cKinnon

On Plff^s motion to amend his declaration —
M^r Gale for Defend^r — no amendments can be allowed so as to make a new demand — Plff demands a Sasf by his motion to amend so as to meet the laws of L. Canada Amendment not a matter of right. 7 Toullr. p. 146 6^to 483 Com. Dig. vo Amendment — 7 T. Rep. 769

№ 1173.
Sol. General
vs
Field'al —

Defend. can

№ 2345
Baggaways
vs
Robreau &
Duplessis —

Dr Law

Mr Lafontaine for Defend. — contends that Plff. have no right of action, as Defend. were not present at the time of passing the Deed on wh. the demand is founded — Clarke sold to Brazeau in 1817. & vested the rents in favor of Clarke — in 1821 Brazeau sold to Defend. — & by the Deed the Defds were bound to pay to Clarke the sum of 500£ wh Brazeau owed to Clarke but there was no acceptation on the part of Clarke of this promise on part of Defds — who was still the debtor of Brazeau —

Laurens
on 99e art. 279
105 — 284
102 — 293

Jacob v Frechette — april 1819.
1 Bourj. p. 306 —
Poth. Bail a rente
№ 23.
2 Pigeau 233 —
3. Despeaux p. 52
Poth. Constit. Rente.

This action cannot be considered as an acceptance of the delegation, but the delegation is different from a transport & cession —

Brazeau & Defend. might have annulled this agreement without consent of Clarke —

That Defend having possessed for upwards of 10 years has prescribed against by suit by action of Clarke —

3 — 4 years ago
Masson
vs
Buchanan

There must be 3 persons to make an effectual delegation — & the delegeant is thereby discharged — Poth. obl. № 57. — № 585. № 600 - 605. — N. Denisart vo Delegation — 7. Toullier 350. № 286. —

Mr Beaubien for Plff. The action is founded Instit. de Just. 5 Vol. Lib. 3. tit. 20. §. 4. p. 13 — 1 p. 15 — How Plff shews he had a debt due by Brazeau, thereby acquired a right in the present stipulation of Defdt — Poth. Obl. N 58. — how Plff had an interest to recover Brazeau an interest to get his debt paid —

Loiseau
Lacombe v. Rente
Demsp. v. Rambaumont
N 13 14. 15.

2 Tullier. p. 148. N 150 — p. 149. — N 151. 152. —
Merlin. Quest. de Droit v° Stipulation pour autrui p. 32 — pp. 454-455

N 2312
Temple
Weir
Workman
Garr

On Report of arbitrators —
Day for Plff — Question now as to Costs —
Borden for Defend — The object in question came properly within the Jurisdiction of the Inferior Court — & costs must be regulated accordingly — The damages allowed are limited to £7. 10 — The report as to the possession of the garret by Plff. is not within the reference —

N 105
Jones vals
Peloquin

action of ant — on lease
Mr Cherrier for Defendt — The Defendt has made a demande en Reconvention, as he considers on the ant he has to render he will be the Creditor instead of the Debtor of the Plff —
Mondelet for Plff. the demande en Reconvention ought have been by a separate action & as not consistent with this action —

No. 1841.
Flanery. vs.
Fournier —
Desfrés dal

action of damages for vous de fait —
Mr Greca for Defend. The Pltff held as the tenant of the Defend — she held the house à titre de précaire. which belonged to the Defdr

Binder for Pltff. contends that the Pltff tenants have been dispossed of the house by violence & occasioned great damage to the Pltff —

No 540
Perrault
— Whitfield

action on note
Nye for Defend — no value — the potash
Kettles were never delivered —

Morcan for Pltff. the value was for 2 potash kettles sold to one Manning upon ye Defdr became Security

No. 2079.
Deschantels
vs.
Deschantels

action en reddition de Compte
Mondelet — question as to Costs —
Cherrier for Defdr — no costs can be allowed as Defend had paid a great part of the demand before the action —

Saturday 12th April

Pres.t

Ch. Just. & Justices Pyke & Rolland

№ 250 & № 300

Crooks
vs
Barnes
&
Bradley T. S.

On merits ex parte & on contestation on the declaration of the T. Saisi —

M.r Card for Plff. The Plff has proved that there were sundry articles in the possession of the T. Saisi at the time of the seizure —

M.r Hart for the Garnishee. The testimony adduced will show a sale of the horses & Carts from the Defdr to the Garnishee — The witness of Plff on the ~~Sons~~ servants of the Defdr is interested to obtain a condemnation in favor of the Defdr as the T. S. —

Rejn vs indicia — Id. vs presumptions —

№ 329

Jacques
vs
Labourin

action for wages as a Clerk — no plea — with.d and

№ 1938

Wilkie
vs
Meads
&
Contra

action for wages —

M.r Day for the Plff — action for wages & for damages for breach of Contract — has now discussed Plff from Defds service — objects to testimony of Wm T. Evans —

M.r

Mr Boston for Defendt The ways to the Ship were unfit from the nature of the work to be performed and this work has been so insufficiently done as to occasion considerable damage to the Defendts—
Potts. Dougl. N° 174 as to right of master to discharge the Servants — also N°. 403 — 455. 456
Reg.m vs Owen. p. 468 — as to responsibility of Servant to warrant his work..

The Day on answer — the examination of the Pianos was made in the absence of the Pltff. and upon the statement of Pltff. defects as pointed out by Defendt — Defects were in wood not in Pltffs work

The Defendt had his brother who came from New York as a finisher & had a motive in getting rid of Pltff

N° 1965
Duff
vs
Herrmann
Hall —

Action for value of a Piano Forte —
Walker for Pltff — a Piano Forte was lent on hire by Pltff to Defendt The Defdt undertook to guarantee the instrument from all danger & accidents as well of fire as otherwise — The Instrument was consumed by fire when the D. American Hotel was burnt —
Potts. Obl. N° 7 — The evidence consists of testimony of 3 Witnesses — of has been objected to — Pltff was a Vender of Musical Instruments & hired them out & as such was a trader in this respect — —

Petersdorff Bankruptcy 454

This case would have fallen within the Consular Jurisdiction in France — In England the Pltff would have been liable to the Bankrupt laws —
It is P. that ~~unless~~ both parties must be traders. Toubeau p. 310 — Rep^re p. 277. v^o Marchand. — p. 181 - Toubeau Id. p. 186 — Id. 191 — p. 12. Proc. des Juges & Consuls — Toubeau 192. — 1 Roger. p. 12. — 17. — 2 Roger 21. — Toubeau 310. 311. — Boucher N^o 2172. 3. 4 — Poth. Louage p. 194 — Toubeau 263 —
Question as to condemn^n of Defd^s jointly & severally
2 Roger. 240 — Then was a joint interest —
Poth. Soc. N^o 96. — Partners jointly severally bound —
N^o 266. Poth. Obl. 2 Roger —
Nouveau Ferrier. Oblig^n Solidaire —

Buchanan for Defd^s — denies any special undertaking to warrant the instrument in question refers to testimony of Mr Hart as the cause of the suit & to testimony of Mrs Hanley —
The Defend^s paid an extraordinary rent for the Piano — The value the Pltff is entitled to is its intrinsic value not the profit he could make of it —
The Defend^s even if insurers could be bound to no more. 2^D. Marshall 628. 2 p. 632. —

The Verbal testimony of the Contract is not admissible here — originally the Jurisdiction of the Juges Consuls was limited to purchases & sales between Merch^t & Merch^t ordre 1673 — Louage. 4^e art. of 12 title of 1673 — does not extend it to cases of this kind —
The Contract between Pltff as a Merch^t & them to whom he lends is not Commercial —

This is not a commercial fact. 6 Tuttin N^o 127. — Dic. Droit. v^o Commerce — Id. Marchand & Negociant —

buying & selling is not here included —
Fait de Commerce — art. 632. Nouveau Code de Commerce —
Pardessus — refers to works of this kind. No. 6. 7. 18. —
No. 19 refers to a number of Cases — but that of lending is not included —

Walker in reply — The rent of the instrument not unusual — see Hall's testimony. —
The value of the instrument must be ascertained according to what it was worth at the time — & had it been insured its value would have been so estimated —
The Edicts & arrets on the subject of the consular Jurisdiction have greatly extended beyond the Edict originally creating this jurisdiction. —

Toulouse — 180. 190. 2. 3. 4

No 2317

Raymond & Stevenson } action on transport for balle of furs on deed of sale —

Mr Ph. Brunean for Pltff. —
Mr Bleakly for Defendt. The Defendt. sold the land to Johnson & the balle due Pltff was to be paid by him — as a Ratification of the sale was obtained & an entire obligation due by Beaudry before he sold to Defendt & carried a prior mortgage on the land, & the monies of the sale were ordered to be paid to the obligee Garipy — who carried off all the money, & as Beaudry was the Garant of Defendt so he must depend upon to whom Defendt sold — Denisart. p. 573. n° Subrogation — same plea is allowed at the Common law as at Admlty — Poth. Pand. No 81 — 82 — 83. 86 — 97. —

Mr

M. Mondelet of counsel for Defendt — The plea amounts to a demande en garantie —

M. Bruneau in reply — The Defendt is too late to call on the Plff en Beandry to warrant the land sold to him —

№ 2417
Harrison
vs
Wills —

& Ex

action — apt — matter of note

Mc Cord for Defendt — note given for a raft of timber — & was good for nothing — Refers to answers of Plff on faits & articles —

Bleakley for Plff — Plff is entitled to his Lesdt — Men can be lesion in contracts of this kind —

2 Taunton. p. 2 —
1. Starkie. 51. — 2 Starkie Ev. 128. —

№ 31.
Bliss —
vs
Perrault

on law —

Mondelet for Defdt — pleads misnomer — & that Plff has sued out a Saisie-arret without Cause — Bleakley for Plff — The Defdt has waived all right by filing a general appce Defdt is rightly called Labossiere — his proper name, he may also be sued by his Nickname — As to 2d plea, it is insufficient — it is no plea to the action —

№ 389
Hommier
vs
Courcelle
&
Bourgouin
opp

on law on opposition —

Mr. Mondelet for Plff — contends that the opposition

opposition, as the opport has not been separated from her husband, nor authorized to bring this claim

Poth. Comte N° 248 — Pand. Fr. de Mari. N° 18-62 art. 234. Contra —

The opposant pleads payt of Plff's debt, but it is vaguely asserted, & in right of Defdt for whom she is not entitled to plead it —

N° 1160. 1176
1978. 972 & 1163
Jac. Cartier
Jos. Cartier
& Cartier
and
E contra —

On report of Arbitrators
Mr Mondelet for Jos. Cartier
prays for Judt on the award

Mr Green for Jac. Cartier objects —

1. The arbitrators have exceeded their powers. & allowed what the law would not allow — The incidental demands made by Jos. Cartier do not bear interest except from the day of the demand, yet the arbitrators have allowed these demands in compensation of the demands of Jac Cartier which carried interest ex natura rei and allowed interest upon interest to him

Domat. Vo Compromis, says the arbitrators cannot go beyond the authority given them, nor allow any thing beyond what is demanded —

No interest is due on a legacy but from day of demand — Poth. tit. 16. Introduction a la Coutume d'Orleans — art 98 — Don Tut. Ch. 5 sec.

Sec. 3—

Mondelet for Plff contends that by the compromis between the parties and the authority given to the Arbitrators no question can now be made as to the allowance of interest made by them —
N. Denys vs Arbitrage p. 241 the powers of arbitrators is clearly established — Lacombe vs Arbitr. No. 1 — Instructions sur les Conv. 421 — See Dort vs Arbitrs Arbitrateurs & amiables Compositeurs — The parties were heard, and admissions were made by them before the Arbitrators upon which they have adjusted

Monday 14th April

Pres.
Ch. Just: & Justices Pyke & Rolland

No 2112.
Thompson
Shawbeal

action for an assault & battery — wound by
~~Defendt~~ of Plaint —
Driscoll submits the case on the evidence
Rosseter for Defendt — action ought to have been
brot in the Inferior Court — Witnesses not
competent — no proof of the assault

No 2470
Stanfield
Everett and
The Sol. Genl
&c

on Law — on opposn
Mr Griffin for Defendt states opposn —
States a sale from the King to the Montreal
Water works — for a certain sum of money —
This claim is not made to apply to the Defendts
in the Cause, as they are not stated to be the
persons who made the purchase, or representatives
them — The property was sold as the private
property of — Thos Porteous — 2 Taunton 386 —
Mr Sol. Genl for oppt — The opposition
necessarily has a reference to the whole proceedings
in the Cause — & in which the property sold was
that of the Porteous — This man was in effect the
whole corporation of the Water Works — This is a
private corporation & every individual bound
to

the acts of the Corporation, like a partnership —

No 765
Mohondal
vs
Perrin

Action to recover a quantity of barley on Contract —
Lawler for Pltff states the balce due to the Pltffs on the Contract —

No 2004
Leonard
vs
Mooney
&
Mooney
Opt

On opposition afin d'annuller —
Mr Henshaw, upon to default of the Oppt to appear and answer on the last rule

No 2448 —
Beauchamps
vs
Dechantal

On law
Mondelet for Defendt — the action prescribed as it could not be instituted until another action had been discontinued — & 2dly That the award was not duly signified to the Defendt —
order for proof —

No 340
DeBlenry
vs
Hart —

on law — ?
Mr Mondelet for Defendt The bill of Costs not taxed, and the bill ought previously to have been taxed before bringing the suit. —

Doumouchel
vs
Monsicau
& Opp

On objection to a question proposed to a Wit made by Defendt

№ 870
Rollins
vs
Fay

action on Special assumpsit on Contract

Mr Foster for Pltff objects to the tender made Pltf. Exh. № 284 —
as insufficient

Mr. Andrews for Defendr the Pltff was bound to take Stock, which was tendered to Pltff, & a sum of money to make up the difference of the amount of the Contract —

Tuesday 15th April.—

Prest—

Ch. Justi & Justices Pyke & Rolland

No 31.

Bliss. vs Perrault.— } Judgt on motion — as J. Pyke's note —

Fabrique de Sorel vs Jones — } Pleas dismissed —

No 959.

McCord vs Thompson } defendt allegs that Plffs have not made out their qualité —

No 598

Hart vs Bromley dal } action on note —

Mr Smith for Defendt — a quantity of furs were furnished by defendt & ought to go in discharge of the note, & as note was transferred after note became due, this ought to be considered by the Court: and admitted in discharge of the note

No 2517

The King vs John Hall Roe dal } On a certiorari —

Green for the Plffs — on a conviction before the Magistrates for selling Spirituous liquors without licence —

The Magistrates had no authority to take notice of this complaint at St Johns — by Stat. 35. Geo. 3 Ch. 8. sec. 14 regulates the course of proceedings to be had before Justices of the Peace in their weekly Sessions in Montreal —

The Witness again to support the prosecution had laid a bet that the prosecutor would gain his cause —

Mr. Rossiter for Magistrates — The party ought to have appealed to the Jurisdiction of the Judges —

No 2573.
Dillon
vs
Cushing
& al

} Action for damages occasioned to Pltff by the carriage of Defendt —

Mr Bowman for Pltff — discontinues the action as to John Molson, — all the Defendts have are jointly & severally liable for the damages —

Day for the Defendts — admits the right of action but it was by the default of a Servant —

No 127
Dufort
&
Cadieux
&
E contra

} action for house rent — on Lease Lafontaine for Pltff — made a lease to Defdt for 1 Year to 1 May 1824 — Plea — that damages are due to Defdt on the adjoining prop. had taken down the partition wall of the Vaugard & prevented Defdt from using it — Pltff contends that this is not sufficient to excuse the Defendt from paying the rent and by a special clause in the Lease Pltff is exonerated from

from all damage as to repairs of every kind — But by law the Pltff is not bound to indemnify the Defndt — for his damages in this case — as the taking down the wall was the act of a third person — and was a necessary repair — the neighbour has a right to build up the mur mitoyen Poth. Louage. N° 84 — art. 194 Contr. Paris — as to right of the neighbour —

Me Chirier for Defndt — The clause in the lease cannot excuse the Pltff from the damages demanded — it refers to the state of the house leased — and not to the circumstance of the partition wall in question — The authority cited does not apply, it refers only to apparent servitudes on the property — The lessor is bound to warrant the lessee agt all troubles on the part of a third persons as to any servitude on the property — The Pltff has to a certain extent acknowledged the right of the Defr to damages by offering to submit the amount of damages to the decision of arbitrators —

Lafontaine in answer — The tender made by the Pltff was to avoid a law suit. —

Wednesday 16th. April 1834.—

Prest.

Ch. Just. & Justices Pyke & Rolland.—

№22.
Albeck
Lett —

} action to eject Defendt. from possn. of
House on Line pont / Nov.

Rossiter for Pltff — There is not sufft. furniture
to answer for rent —
2d. Three quarters of rent unpaid & fourth runs —
3d. Bad usage of the house —
Considers that the lease was never disputed nor
the amount of the rent —
The facts have been made out upon all the
facts — The want of furniture is established from
the effects seized on a Saisie-gagerie — Defdt. offers —
a heap of books afterwards found, but these may
have been introduced into the house subsequently
to the first seizure —
The house has been injured by filling wood
up the walls & injuring them

Scott for Defendt —
The Pltff must bring himself within the
grounds stated in the Statute —
The non payt. of rent & ~~was not~~ not furnishing
the house are contained as one ground in the Statute
& cannot be divided —
There is no proof of part of the rent — not alledgd —
The Pltffs witnesses prove too much — as to the injury
done to the house, but this is shewn not true — a Survey
subsequent to the action shews it —

As

as to the injury to the plaintiff — it was proved at time house was rented, and easily injured —
The value of furniture & articles in the house has been estimated at £20 —

A notice to quit was made to Defendt — subsequent to the action, which was produced by the Defendt — which he considers as a waiver of the plffs' right of action in this instance —
Does not consider the production of this paper as admitting the contract between the parties — it is merely a notice to quit & can be considered as applying no further to the present contest between the parties.

Auberten
v
Mazere and
Godin. Ints
Oppt

On opposition of Godin — afin d'annuller —
Mr Turner for Oppos[t] — There can be no presumption of fraud, without proof —

№ 97
Murphy
v
White

on Exception à la forme —
Griffin for Defendt — There are various counts in the declaration — but they ought to be distinct matters. Stevens 318 — In the first 4 Counts there is no undertaking by Defdt to pay — The last count of Insimul comput[t] — refers only the assumpsit to the four first counts — There is no conclusion to the damage — nor to the first 4 Counts in the declaration

No 617
Lane
vs
Brown

on merits de novo

Mr Sweeny for Pltff — question as to the Costs — on sufficiency of a tender after the writ was sued out —

Mr Day for Defendt Costs are to be considered as a penalty, & there must be a demand made to put the party en demeure — the costs are due from the date of service of Summons only — Interest also is due from the Service of the Summons —

No 2313.
Skakel
vs
Somerville

on law —

Smith for Defendt The exception to the action, is that this action cannot be maintained because the pltff has rendered no account of the property that came to his hands — and the allegation that there came nothing to the hands of the Pltff as Curator, is no sufficient answer, as it cannot be ascertained, until account rendered, whether the Pltff ever came into such possession of property or not. —

Gale for Pltff The prior hearing embraces all the objections now adduced —

No 1543
Burton
vs
Gerrard
Atty Genl Intervs

Ogden
vs
Devins, Curr
Burton Intervs

on merits of both demands —

Mondelet for Pltff action on the Demands given by Defendt — refers to the proceedings had — and the evaluation of the tenths

The question which now arises, is whether the Caution is bound for the Costs — The nature of the security given by the Defendt must hold him bound for the Costs as well as for the principal —

Then is an attachment made by the King in the hands of Gurrard & he considers he is not bound for Costs in consequence —

Mr Buchanan for the Plff Gurrard & Defendt considers that monies in the hands of Gurrard be paid over to the King on the bonds given by him —

The obligation of Gurrard was to produce the timber; if he had done so, he would have been discharged — had the intention been to hold him for the Costs, there wd have been an express stipulation to that effect —

That at all events the Defendt must be exonerated from the Costs subsequent to the Saisie arrêt —

Mr Mondelet in answer — had the timber been delivered up the amount of the costs might have been recovered over & beyond the amount of the security —

Thursday 17th April. —

Pres.t

Ch. Justice, & Justices Dyke & Rolland

No 294
Delisle
vs
Auger. —
& contra

On Pff's motion for appointment of
auditors to ascertain statement of accounts
between the parties

Mr Beauchien for Defend.r objects that the Court
cannot delegate such authority to any person, nor
is it necessary here to do so — The Defend.r here
among other things pleads pay.t of all the objects
demanded —

M.r Cord for Pff — The action comprehends a number
of transactions between the parties, and do not go back
beyond a certain period, and cannot be examined by
this Court without great delay —

No 297
Filgiano
vs
Baby
& Lassus Oppt

Mr Beauchien for oppos.t —
By the sale the Defend.r is become
bound to pay to the oppos.t an annual
rent of £ 18 — The Oppt. obj.s —
a Inscr. as Defend.r and has a right that the
lot of land be sold without any charge —
Lacombe. 10 Decis. No 13 — Ed. Rents Constitutes
Rep.re v.o Rents Cont. No 4

Mr Gray for Pff It is the interest of all parties
that the sale be made subject to the rents —

The

The oppost — was the person who originally constituted the Rente, and cannot now claim the remboursement of the capital — his interest is preserved to heirs — Denizt. vo Decret. No 30 — There can be no objection by a Creditor to the proceedings of the Decret upon the partie saisie — There the Mortgage of land opt is preserved to him — Denizt. vo Remboursement No 13. & No 15. in case of a Rente privée there is no remboursement because the hypothèque of the Creditor is preserved. There is a difference between Rente constit. a Prix d'argent — & from le prix du fond — the one is personal right, the other goes with the fond, and the Creditor has no interest to claim the remboursement Fr. Dic. vo Rente foncière —

Loiseau. Deguerp. liv. 3. ch. 9. No. 4. 5. 6. 7.

M. Beaubien in answer — the rente Constituée gives only a personal and hypothecary right, and does not necessarily go with the fond — and it cannot be sold subject to this rente without the consent of the Creditor of the rente — Every sale creates lods & Ventes, which would eventually absorb the whole fond — at all events Plff is entitled to security that property to sold high enough to pay his Demde. —

Pothr. Prve. Lis p. 238. 33 — & Pigeau 711. —

Beloin & Deneux sol & Deneux opt

Our law

Turgeon for Oppost — The Defendt confessed Judt & allowed Plff to proceed to sale of the lot of land on condition of Plff's paying the improvements made on the lot by Defendt — But Defendt has not had an opportunity of proving this agreement —

Mr. Morgan for Plff. objects to right of Defr to oppose this to the Ends.

No. 742
Elkins
vs.
Elkins

On leave
Walker for Defendt action for words of wife. & for words of the husband, in wh the husband & wife are joined —

papers —

No. 2125
Squire
vs.
Dubreuil

On leave
Cherrier for Defr. This action should have been instituted agt the successors of the Defendt as Sousvoyers — proof or exception must first be had —

No. 2214.
Bourgeois
vs.
Parent

action on a writ of possession —
Ch. Mondelet for Plff. refers to evidence adduced as to the acts of devastation committed by the Defendt
Mr. Trenholme for Defendt submits case. —

No. 1885.
Scriver
vs.
Gilbert

on merits —
Pyke for Plff. action for balce due on a number of barrels sold & deld to Defendt —

Walker

Walker for Defendt – Contends there is no proof of the quantity of barrels demanded –

The Goodsells are incompetent witnesses as being liable over to the proprietors of the Steamboat Edwin Henry –

The whole proof rests on Memorandums given in by one McKillop the Clerk of the boat –

The Goodsells not to be believed on oath – refers to testimony of Barnard – Bostwick – That conduct of Goodsells very irregular as to delivery of Goods

Moves to reject their testimony, also that of one Wingate –

M. Nye for Pltff – The evidence here is conclusive and that there is no ground to reject the testimony of the Goodsells – nor of Wingate –

№ 1959
Johnstone
vs
Beckworth

On law –

M Scott for Defendt – action on endorsed note after it became due – as Defendt as endorser without any demand alledged to have been made on the maker – therefore this action cannot be maintained – The provt Statute requires that a demand & notice of refusal by maker must first be made before action as endorser –
Chitty 126 – Woolrich 388 – 9. 2 Phillips 231 –
Ogden v Gray. June 1824 –

M. Day for Pltff The note was in the hands of the Defendt at the time of the protest ought to have been made – refers to Chitty cited. p. 126 – the endorsing a bill is like drawing a bill payable at sight – he has

has renewed a contract & had expired at the original drawer — Vide is notice here necessary Chitty. p. 129 — The Defendt here has put the note in circulation, after he himself ought to have demanded the payt. holding it at the time —

Scott in reply. the authority cited applies only between the indorser & the indorsee —

No 1751
Colford
v.
Dufaux

Hart for Plff, action for work & labor as a taylor — The Plff has filed the pass book by wch a balce appears to be due to Plff of £30 — in the handwriting of Dufaux — & on hand writing of Defendt a certain deduction from the above sum —

Walker for Defendt. The pass book must be taken in toto, or not at all —

—

No 240
Talon & Lespinasse
v.
McVicar

on law —

Sowerby for Defendt — note not negotiable & cannot be supported by Plff

Parnell for Plff. cites N Dawst. v. Ballet Sec. 3. p. 531 — here there was a transport — Vide Serg Pennc. 2 Vol. 199. Gr Com. No. 44 — Pardessus. no. 3. 2 Vol. p. 74. 5. & 6 — No. 490 — this transport was signified & acknowledged Savary liv. 3. ch. 7. p. 221 — Instruc. Com. 451 —

Sowerby

Sweeny on reply — This action is not founded on an assignment, but on an endorsement —

Blanque
v.
Fournelle
&
Pargman ofe

Arguments —

Pltff caused a community property to be sold, in gt. the Children of Defdt. had the one half — thereon a licitation made & sale at Church door, & the Defdt. became the purchaser by means of his brother — Here the Legatee demands lots & rentes on both acts of sale and re-conveyance to Defendt — both which were void, and in any case such sale could be considered only as a partage of the Community —

Poth. Succ. 136. on a sale null — no lods. — 2 Ps. 148. 9 on licitation between Coheirs no lods & Ventes Fournaux p. 255. art. 288. Jud. 2 vol. p. 129. — no lods on a rent sold Lebrun Comte. — p. 524. N. 21. — art 80 Cout. Paris —

Mr. Griffin for the Opport — The deed from the purchaser to the Defendt has made an actual sale of one half of the property he purchased at the Church door to the Defendt, and also a deed from the Defdt as Tutor authorized to sell, to the brother — Repse. Vo Possession p. 203 — Fournx. 213 — Pd. Cout. 418. N. 101. Poth. Prescpte. Tradition Symbolique — N. 229 — juste titre is that which transfers the property — Boutaric 197 even there was a changement de mains There is nothing here to shew the illegality of the sale — no simulation is proved —

Friday 18th April

Prest

Ch. Just. & Justices Pyke & Rolland

No 2100 Archambault vs Brien, & Durocher et al —	Judgt for Plff
No 2040 Betts — vs Harwood & Econtra	Both demands dismissed
No 1073. Cornish vs Porteous & Econtra	Both demands dismissed
No 1109 Donegani vs Kennedy & Econtra	Compensation of the respective demands with Costs as Pleas
—	
No 2364 Fabrique de Montreal vs Barré —	Judgt for Plff
Same vs Lavernier —	Similar Judgt

№ 1911. Goodman v Ferguson	Action dismissed —
Gillespie ex al v Roi — Dwes opt	Judgt on opposition of Chamberlain set aside
№ 1244 Maitlands v Teulon	Judgt for Plffs
№ 2649 Mills v Buck et al	Judgt for Plffs —
№ 160 — Handyside v Russel —	Action dismissed
Crooks — Barnes — Bradley J. P.	Judgt — agt the Tiers Saisi —
Raimond v Stevenson	Action dismissed —

Dillon v Cushing } Judgt for Plff

Lane. t Brown } Judgt for Plff

Elkins v Elkins } Exception of Defendt dismissed

Bellanger t Fournelle & Pangman opp. } Opposition maintained

June Term 1834.—

Monday 2d. June.—

Prest.—
Ch. Justice Reed.—
Mr Justice Pyke.—
Mr Justice Rolland.—

No 1828.
Cartier
&
Lemonde

on a rule on the Defendr for a Rebellion in Justice—

Mr Chevrier for Defendr The rule irregular all that Defendr could be held to pay is the amount of the effects seized— There is no rebellion in Justice here— a mere refusal to deliver up the effects— The P. Verbal of Seizure here is insufficient— the Deers cannot write & his mark is irregular & constitutes no proof— The cattle were seized when not in the view of the Officer but at a league & a half distance from the place when the Seizure was made— Nine Cattle were in the possession of a third person at the time, & had been sold by Defendr—

Mr Mondelet for Pltff— The grounds alledged are insufficient— Not necessary that a guardien sign— There is here no inscription on pains of the return of the Sheriff—

Tuesday 3.d June.

Pres.t

The Ch. Justice & Justices Pyke & Rolland

No 389.

Fornier.
Corivette.
& Bourzois

Motion of the Opposant that the entry made on the 6 May last be set aside as having been irregularly made and without notice to Opt.

Mr. Mondelet contends that the proceeding is irregular

Wednesday 4th June 1834 —

First

Ch. Justice & Justices Pyke & Rollands —

№ 997. Hartsey v. Botteville	on Plffs motion to have the exparte declaration closed — Hart for Defendr The plea was left w. clerk to be filed & understood to be filed —
№ 444 Hanoyside v. Stewart —	On Defends mov. to foreclose Plff from filing a replication —
№ 675 Bell v. Alger & Alger. oppr	On opposition afin d' annuller made by Defr — ~~Buckley for Plff~~ — cause submitted —

Thursday 5th June.

Pres.t

Ch. Justice & Justices Pyke & Rolland

No 1213.
Chicoine
Thompson

On motion to reject plea as inconsistent and contradictory —

Mr Greene for Defend.t — The plea of part.t goes only to the goods seized —

No 2491 —
Pelletier
&
Beauchamp

On Pltff.s mo. to declare enquête closed —

Blenny for Defend.t — moves that proceedings be suspended until a criminal accusation of the ~~Defend.ts~~ Pltff.s be adjudged upon for perjury in his answers given on oath in this Cause —

See —
2 Pract. Repos. p. 3
Att.y Gen.l v. Woodhead

Mr Cherrier for Pltff — the criminal charge cannot affect the proceedings in this Cause, nor give the Defr a better right than he already shews in the Cause — also because the Criminal Court has no connection with this Court & can remit none of its proceedings to it —

No 1009.
Coupal
&
Guertin
&
Menard

On objection to the competency of Raymond a Witness produced by the Pltff —

Mr Rollin, states that the Witness has stated his interest in the Cause —

Mr Bleury for Plff - the interest of the witness if any is as to himself - he has already been heard in the Cause - this objection of interest was ruled -

No 199.
Boushillier
Calvé -
& Jones T. S.
& Fraser Oppt

On opposition of Fraser - on merits -

Mr Smith The effects in the hands of T. S. were seized by oppost. en revendication before the attachment sued out by Plff - The goods seized were sold by oppt. to Defendt sans jour et sans terme -

The right exercised here by Plff was not by Saisie Gagerie, but by Saisie-arret - & the claim of Oppt. is preferable to that of Plff - refers to art. 176. of Custom - Poth. Vente. No 322. 3. 4 - Credit not to be presumed - Tho a part of the money was paid, but this can carry no presumption of credit as to the balance - Pemberton y Poth. liv. 19. tit. 1 - s. 2. - About two months had elapsed between the sale & seizure of Saisie Revendication - this no presumption of credit given to Defendt

Mr Beaubien for Plff - The furniture sold by Oppt to Defendt was on 25 Sept 1832. & came into the house rented - these effects on 28 Nov - were put into the hands of Jones. & T. S. for sale - The Oppt. recd £20 - from defendt on acct - & now by his Saisie claims the whole goods - There is no proof of the sale, sans jour & sans terme - There is no affidavit to prove the claim of Oppt - of a sale for ready money -

The

action of the pltff was instituted the day after the effets were removed by a simple saisie in the hands of the T. S. of the effets after had become subject to the rent— the Pltff obtd his Judt & sued out execution thereon & on which the oppositn of the Opport came in, he having previously commenced his action en revendication which still remains undecided—

There is no proof of the sale by the Opport to the Defendt of all the articles he claims— the witness adduced speaks only to the articles sold in Augt 1832 wch amount to £40. 10. 6. on acct. wch Opport rect £20. 10— but not proved that sale was made for ready money—

The receipt of money on acct— was giving a credit for the balance— 2 p. 1323. Fr. Coust. on art. 176— & p. 1324— & p. 1333. 4— The privilege of the Seller will not extend beyond a reasonable time— one month is considered too long & as giving credit. — 4 p. 1335— — The privilege of the Seller has been considered as of no avail agt the Landlord— 1 Pigeau 619

Smith. in reply. cites art. 167. p. 1339— privilege of Vendor where articles sold is found among other articles— & p. 1341— when privilege is allowed for 6 months—

Friday 6th. June

Prest.

The Ch. Justice & Justices Pyke & Rolland.

№ 2491.
Pelletier
vs
Beauchamps

Pltff mo. rejected —

№ 1028.
Bond
vs
Whitmore

Def^dt mo. to take off defaults & to be allowed to plead to the action — under facts stated in affidavits filed —

M. Walker for Pltff affidavits not suff^t. —

№ 1440.
Blondeau
vs
Lacroix —

Def^dt mo. to re-examine the Pltff on facts & articles —

Pelletier for Def^dt as to the course of exⁿ on fait & art — it is not now in question, as Pltff has already submitted to the demand & answered thereto — as to the new Interrogatories, it seems right to allow them, when the object to be ascertained is truth — In France the Commissy had a right to propose new & other Interrogs to the party ex officio besides those proposed by the adverse party — Merlin. v^o. Interrogat^re sur Faits & art —

425

Pigeau p. 244.5.

M. Bender for Pltff, the age of the Pltff, and the great length of time since which the circumstances took place entitle him to object to the new Interrogatories

Oct 1811 — Bender & Fonblanque —

№ 667
Bank of Montreal
vs
Filgiano

action on protested note —

Mr Binder for Defendt — No value was ever given for the note — it was given as a Collateral Security for a protested bill — the payt. of which the Plffs — were bound to prosecute — the Plffs cannot have an action on the Bill of Exchange & on the note also —

Mr Griffin for the Plffs The facts are that the bill was not removed before the note became due. he would pay it —

№ 291.
Miller
vs
Gerrish

action on a Joint & Several promissory Note —

Smith for Plff — The only defence here is as to a trifling variance between Note set out

364.5 Chitty on Bills. 364.5 —

№ 80.
Rex
vs
Hoyle et al

In motion to amend the return —

Churrie for the Prosr — the return signed by only one of the Justices — also. there is no return of the opposition filed before them —

Mr Boston for Defendts — only one Justice has charge of these proceedings & alone able to make a return, altho' not alone competent to hear the Cause — That the Opposition referred to was never filed or used before the said Justices —

The King
v.
Hoople

Motion on behalf of the Defendt a prisoner in Gaol, under a charge of felony to be admitted to Bail & for obtaining a Hab. Corpus

The Solicitor General on behalf of the Crown objected, under the circumstances of the Case — that Defendt was entitled to the benefit of Cases

Saturday 7th June.

Pres.

Ch. Justice & Justices Pyke & Rolland

No 81
Summers dit
Cooke —

on Pltff's mo. to close the Enquete —

No 2476
Gravelle
vs
Jordan
&
Mc Nider
Intervs

Action en séparation de biens. —
Cherrier for Pltff. cites 2 Pigeau 198 — altho' there be an exclusion of Comte — yet the husband is entitled to the enjoyment & revenues of the Pltff's property —
The action here is founded in sufficient evidence —

Mr Walker for Intervening party, contends that the Pltff has not made out her case — She had no property when married — and besides the evidence is insufficient as to the situation of the Defendr affairs — The fraudulent conduct of the Defend. in regard of his creditors and the disappearance of his goods, shew a collusion with the Pltff. & to secure the proceeds of those goods to enable her to carry on trade for herself
Ravant. 699. 706. 709. 710. —

2. Pigeau 198 — Pltff had no property. —

Mr Cherrier for Pltff. The action founded on the insolvability of her husband, which is evident — The charge of Defendr of his not accounting for property in his possr is without foundation —

Objects to the competency of the Creditors as Witnesses on acct. of their interest. —

№1657 –
Gaultier
&
Shay
~
Shay dal oppt

Pltff agrees to a deduction as stated in his pleadings of £25 from the principal demand & asks Judgt for balance –
The oppt's Counsel did not attend –

№1106.
Billhouse
~
Hartley –

Ex parte – Henshaw for Defdt – no proof of sale of goods – no statement filed –
Walker for Pltff proof suffl. of – an acct stated –

№801.
Rourke
~
Rourke –
~
Omaley his

action on note
Driscoll for Defendt no date of the note, altho' so stated in declr – does
can it apply to the other Counts –

Baggdal
~
Robeau &
Duplessis –

Defendt Exception dismissed –
on note –

Monday 9th June
Tuesday 10th " } Enquete days

Wednesday 11th June —

Pres.

Ch. Justice & Justices Pyke & Rolland

Fisk
McKellip
& Andrews opp.t

On Plff. motion to reject the moyens d'oppn. as irregular & insufficient —

Mr McCord for the Plff — The reasons of oppos.n cannot be maintained, being neither afin d'annuller, nor afin de distraire — and may be said to be both —

Bolton for the Oppost. The saizure in this case is very irregular, & unintelligible — 800 shares in the Canadian Patriot — The saizure was now made of the 800 shares referred to — The Oppt. is but one of many owners, but has a right to prevent a Stranger from ~~buying~~ saizing shares of the Boat which do not belong to the Defendr — who is a stranger —

McCord for Plff — the conclusions of Oppn are insuffte —

№ 1861.
Rhodes
vs
Lunn et al

Petts moved for Judgt
Smith for Defts Stay proceedings on execution

№ 291
Miller
vs
Gerrish

Judgt for Petts

№ 824.
Pothier
vs
Lovis

Judgt

№ 1657.
Gauthier
vs
Shay
et
Shay et al. Opts

Opposition dismissed

№ 1194.
Buckley
vs
Jaret dit Beaurivage

Action dismissed

№ 667
Bank of Montreal
vs
Filgiano et al

Judgt

Filgiano
vs
Baby.
et
Lacroix opt

Opposition dismissed
see entry in note book

Thursday 12th June.

Pres.

Ch. Justice & Justices Pyke & Rolland

No 419.
Snowdon
v
Kemp

On defendts mo. to reopen the enquete
Mr Hart for Defendt — Affts sworn & client absent when enquete was closed —
Mr Greene for Pltff — party was present at the enquete and when the enquete was closed — The facts to be proved not stated on the affidavit, nor the names of the Witnesses This application made too late. —

No 2690.
Walker
v
Quintal & al —

On motion of Pltff for Judgt — That Court proceed to give Judgt — as the Defendts have refused to comply with the Interlocutory order of this Court.

Mr Mondelet for Defendts There is no service of the rule on the Defendts

No 2605
Bradbury
v
Hoyle & ux
v

On Pltffs mo. to close enquete —
Walker for Defendt — filed affidavit at Enquete to shew he had not time to produce his Wits —

No 2130.
Miller
vs
Fuelch —
v

On similar motion of Pltff —
Walker for Deft — a Wits absent — affidavit & subpoena

№952
Burroughs
vs
Algier
& Contra —

On plffs. mo. to discharge the rule of reference to the Arbitrators —
Buchanan for Defendt. The rule was obtained at the instance of the plff himself —

№1552
Blodget
vs
Woodsworth
& contra

On report of the Arbitrators —
Taylor for Defendt, moves for hearg. of Report —
Boston for Plff. The Arbitrators have not taken into consideration the two notes of proceeds by Defdt — the demand in this report

№195 & №1104
Campbell
vs
Achaindal

In 2 Causes united — action on award — & action for building a boat under contract

Mondelet for Defdt. There is no proof that the parties contracting had authority to bind the Defdts — As to the Sentence Arbitrale, it is likewise without authority, as the party making the submission had any power to bind the others — The Sentence is not proved, nor authentic —

Walker for Plff. There is sufficient proof of partnership — the boats were delivered to Defendt & have since been navigated by them — The compromis is sufficiently binding on all — case of Molson & Jones — when notice of rendering the award to the parties not required — Burton v Potts —

№1028
Bond
v
Whitmore

Ex parte
Action for arrears of rent & for value of cattle
Day for Defendt There is nothing in writing to shew that the Defendt was in bad faith or had done any thing to evade the claim of Pltff for his rent —
Walker for Pltff. The Defendt had removed some of the cattle & sent back to him, & carried them off the farm in a clandestine Manner —

№2618
Davenport
v
Henshaw

Ca Law
Walker for Pltff. The Defendt has pleaded a discharge obtained under the bankrupt Laws in New York. His discharge is only from arrest of his body not from the action —
Henshaw for Defendt pleads a discharge in State of New York in 1828 — when the debt was contracted — This discharge has been pleaded & allowed in other Cases in this Court —
Walker in reply — has stated the law pleaded to be merely territorial & not available beyond the State where made — & further that the discharge was obtained fraudulently

№1307.—
Delery
v
Roebuck

Ca Law — action for tort —
Walker for Defdt — Proof — not necessary —

№1926
Hall
v
Diverney

action on 2 Bills of Exchange
Green for Pltff. only question as to Damages on bill —

№ 889.

Fabrique de Sorel
R. Jones —

On law —

Boston for Defdt — action en nom de Curé & Fabrique de Paroisse de Sorel — The names of the individuals composing this Corporate body ought to have been given on whom could for fait & default have been had? —

The Plffs. shew they are not entitled to this demand the law being that Corporate bodies cannot acquire real property — 1 Ed. & Ordre $40 —

1 Ed. canl. $40

Cherrier for Plff. The title of the Corporation is sufficient — The exception here taken should be taken à la forme — as to the other question of the rights of Plff the defendt cannot be allowed to raise the question as to the right of Plff. to hold the land en question —

№ 2341.

Mills
Hart

action on notes

Smith for Defdt — variance between Note as stated & proved —

Friday 13th June.

Pres.t

Ch. Justice & Justices Pyke & Rolland

No 1224
Kidd
vs
Smith —

On Pltff's mo. to declare facts & articles as confessed
Driscoll objected that no notice given him of mote —

No 801 —
M. E. Rourke
vs
Jas. Rourke
&
Omealy, par
Rep. Trust.

On motion of the Defend.r to be admitted to intervene in the Cause as Tutor to the Minor Translatt. —
Bleakley for Pltff. The application comes too late, as the Cause is now en delibéré — Defend.r cannot stand also as pltff in the Cause — There is no petition here filed en Intervention —

No 1149.
Smith
vs
Brown
&
Ferguson Trst.s
opp.t

On pltff's mo. to conclude oppt. from filing a Replication to plea of Pltff to Oppt.
over till to morrow wt. leave to Oppt. to file a Replication in the meantime —

No 1182.
Dezery
vs
Delorimier
Oppt. Roi.
Be. & Chamilly
opt.

On mo. of Pltff that the opposition of Mr Delorimier be dismissed with Costs —
Lafontaine for Pltff. In 2.d Dec. 1833 a Writ of Exp. was sued out by Pltff on charge of 2 oppos.n to this ~~opposition~~ Writ, a Supersedeas was granted, as it alledges that the fiat is without date — 2.dly because

Thurs

there was no Judt rendered on the opposition of Intervenant Roi — but the Oppost was before the Court and would have contested the other oppositions. —

Bleury for Oppt — There is no Judgt directing the sale of the land subject to any charge —

On opposition of the immoveable property — Lafontaine says he does not contest the oppn

No 2365.
Bond & McKenzie & Webster, Cur' Intervenant

On mo. of Intervenant that the enquete be declared closed, from want of diligence in Pltff

Walker for Pltff. The Witness lives at a distance in U. Canada — a Com. Roy. should be sued out for this purpose — and a delay ought to be allowed to produce the Witness —

No 1632.
Cain & Burn

On mo. to revise order on objection to evidence given on 13 May last

Lunam for Pltff — question touching the alienation of property of a minor — question as to the value of the land.

Griffin for Deft There is no question about the value of the land here, but the right of action of Pltff —

No 282
Russel dal & Fortin dal

Smith — only objection is as to the interest demanded

~~№ 285~~
№ 1228
Metivier
vs
Moquin

Mondelet demands Dist- except as to a small sum for which there is a retraxit

C. Brunet for Defdt- There is evidence of a consent on part of Pltff to meet Defts- to arrange this matter before suing out writ- & the Pltff failed to do- as Defdt- had obtained a transfer of a debt due by Pltff to

№ 177
Campbell
vs
Thayer

action for boards sold & deld to Defts
Walker for Pltff demands Dist- for the amount demanded -

Mr Scott for Defts- avers Pltff- can at best recover only the boards under the jurisdiction of the Court -

№ 678.
Dupras
vs
Latourelle
& Contra

action for wages -
Cherrier for Defdt- the Defdt- has set up an incidental demand for monies paid & various articles furnished to Pltff - denies that the pltff has proved his demand

№ 691.
Walker
vs
Molsons Bk

action for Attorneys bill - on merits -
Walker for Pltff- produces taxed bills - question on opl- № 2 - £3- on charge of £10- for extra copies - & a second charge of same kind -

M^r Buchanan for Defd^s admits the taxed bills — As to the extra charges for retainers & drawing an affidavit of M^r Mclean cannot be admitted —
£147. only due

No 692
Walker
v
Moisons al

Similar demand
Buchanan for Defd^s objects to £46 — part of the taxed bills, as they were the costs accrued by M^r Mckenzie — also the bills in appeal. — retainers £100 — the narration £100 — The undertakers bill is not joint demand —

No 1728.
M^c Corkill
&
Bowker
&
Econtra —

On report of the Arbitrators —
Hart for pltff — moves for the homologation of one part of the report of the arbitrators, and that the other part be rejected, as not falling within the power vested in them — Merlin. v^o Arbitrage. p. 293 & p. 306. — 1 Louis

M^r Buchanan for Defend^t — The rule of reference submits all the matters in difference between the parties, which includes even the Judge given in favor of the pltff

No 2469
Dorwin
&
Lunn al

action for damages for demolishing a mill
Mutuum between him & Defend^t —

M^r

Mr Smith for Defendt — The wall here was mitoyen, and was insufficient & going to decay — Defendt by 204 art. Cout. had a right to take down the wall in question — Dargodets on this article says, all that was requisite was to give adequate notice — Poth. N° 215. Fr. Societé — 1. Desplessis 125 —

Objects to the testimony of 4 Witnesses, as they had given a voluntary certificate of their opinion 9 Toullier 472 — Three Witnesses removed, there will remain only one Witness to prove damages Pardessus Servitude p 364. N° 179 —

Cites case of Hunter v Peck — ascertained that a previous report not necessary before taking 19 April 1826 Journal to show damages not allowed, in such cases

Buchanan for Plff — The facts here established that the Defendt opened a right at a time when it was injurious to Plff — It is not in the power of the neighbour to demolish a mur mitoyen whenever he pleases — The art. 203. 4 & 5 — lays down the precautions to be used — and it is essential where there is a marked dissent shewn by one neighbour it is not in the power of the other to take
271 down the wall of his own authority — Dargodets p. 271 — p. 160 g. Fr. Comrs 2d Vol. —
Necessary there should be a defect in the wall to warrant its demolition — here no opportunity given to the Plff to name an Expert to ascertain
283 this essential fact — Dargodets p. 283. 4 —
2 Bourg. p. 23. Ch. 10. Sec. 1 — 5 Vol. Pand. Francs —

Pothier p. 770 & p. 304. 5 — 3. Tullier. № 206. 7 & 13 —
At all events the neighbour ought not exercise his right at a time & season the most disadvantageous
to Delinquent.
The certificates have given by the workmen can affect their testimony — no law to exclude them — 2 Louisa. p. 79 —
Expert may be a witness in the cause he has given his report — id. p. 101.
4 Vol. Jour Audience. p 650 — establishes the principle on which this kind of objection is founded —
Rodier. Ut. 23. art. 1. p. 361 —
17 Vol. Paud. Fr. p. 272. 280 — it is left to the Judge to determine on the admission or rejection of the testimony of the Witness in such a case — see 9 Tullier. № 306. 7.

9
306. 7

№ 2168. & № 1577.

McCallum
Moreau
& Others —

Rule on Alexr. Pence for a folle enchere sale and also a rule on George Baby for like sale —

Mr. for Pence files affidavit to shew he had never become the purchaser —

Saturday 14th June.—

Prest.

The Ch. Justice & Justices Pyke & Rolland

No 303
Rolland
&
English

On motion of Plff that Defend— answer over to the 4e & 7e interrogatories submitted to him —
Stanley for Defd—

No 893
Lavergne
&
Pre Labelle
& al—

Action on Obligation—
Lavergne for Defend pleads minority pr Labelle & Incidental demand for other Defd— moves to have the supplatory oath of Plff

Bender for Plff— The evidence adduced by Defend is inadmissible — Incidental demand not proved —

No 1444
Poitras
&
Marcotte

action for recovery of monies pd for Defend
Harbo for Defend— the obligation was illegal which the Plffs granted to Clement — & cannot bind the Estate of the Defend— at all events not bound for the whole demand— Plea is a general defenses au fond en droit — & also a special exception, allegation of collusion between Plff & Trust. Clement —

Blumy for Plff— The monies pd by Plff— even on act of the mina children

Clapp
v
Sterne
&
Landry
bpt

on opposition of Landry
case submitted —

No 1030
Izon
v
Henshaw
dal

On law —
Chevallier v Strutt — Douglass Rep — 1 Doug. 170 —
Question touching the power of Trustees in England over a bankrupt Estate here —

No 1268.
Mathewson
v
Hudson

On law
Driscoll for Defdt — no notice of the protest given to the Indorser —

Mr Smith for Plff. The exception of the protest to suspend proceedings not a valid objection nor binding — The demurrer here is general to the whole declaration & therefore bad — moves to amend first count in the declaration —

No. 1671.
McKay
v
Rozereau

Merits —
Action to obtain possession of a lot of ground conveyed to him by Deed of Donation —

Mr Greene for Defendt pleads for Exception that at time he was in a State of imbecility & unable to transact any business — died passed 10 days after death of his wife, at which time he was much affected refers to the evidence in the Cause —

Mr

Mr. Mondelet for Pltff — The Defendt was not afflicted to the extent pretended by him — Does not insist upon retaining the property, but that Pltff ought to pay the costs of the action —

№1094
Rattray
v.
Demontal

action for goods sold —
Hart for Defdt Demont — Pltff's demand not made out — & the goods he ndt have been paid for.
Stanley for the Defendt — contends incidental demand is made out —

№340.
De Bleury
v.
Hart —

Advocate's Bill —
Mondelet for Defendt — one of bills of costs not taxed — objections — 3d item in bill filed — the charges on motions

№337
Beauchamp
v.
Robie —

action on Obligation
Boston for Defdt — pleads usury — refers to the obligation — 200 cords pine wood for £50 — pine wood is known to be of a specific value, & much above the value stated — vide Repts de Usure, p. 418. —

№338
Liddy
v.
Thornton

action of Assumpsit for goods sold —
Driscoll for Defendt plea non assumpsit — the articles not worth the sum demanded — 12 only of the Collars were agreed to be sold & deliv'd to Defdt — proof of demand not made out —

Bleury for Pltff, witness is suffr — has objected to the kind of evidence adduced by Defend. as inadmissible — but at all events the Collars not having been returned Defdt is bound —

№ 205.
Cardinal
Williams &
al —

Mondelet for Pltff. demands Instr. agt Orkwood
Cherrier for the Defendt. Considers the Pltff
has no action on the ampliation of the Defendt
as he was no party to the act — the subsequent avowal
of the Defendt. cannot avail the Pltff nor render the
act valid, if not so when made —

№ 673
Stewart
McKenzie
&
Bethune, mis
en Cause —

action en Promy Note — Rule ag the
mis en cause as wrdon dem of Defdt —
McWalker for the mis en Cause — there
are other persons interested in the Cause besides
the mis en Cause — the service on the attr was
irregular —

№ 1224
Kidd
Smith —

action for Rent, & Value of furniture —
Driscoll for Defendt — rent not due from
the accident of the Stable having been destroyed by
the ice — only one witness proves the sale of the
furniture — no proof of the loan of £50 —
Borton for Pltff refers to the evidence in the Cause —

№ 1328.
Pothier
&
Roi & al —

action for Lods & Ventes —
Mondelet for Pltff there are cartes of promesse de
vente, which are real Sales & also retrocessions are
ags Lods & Ventes are due. Rept vo Lods & Vents 603.

Bourl. p. 147. Rep. vo Promes. de Vente. p. 3 —
Poth. Vente. No 478 — Dic. Droit. vo Vente —
3 Guyot, Fief p. 489. ch. 12 — Poth. Fief. p. 166. 167 —
Id. p. 335 — Lacombe. vo Lods. p. 450 — Ni. Denis
vo Double Ecrit — Rep. vo Ecrit double — p 349
Cadeaux. v Cadolle no Arte 1824 —. Prudhom p. 224
& p. 162. Duplessis. p. 97. & 98 —
N. Denis vo Amende 499. No 7. Id. p. 502 — 503 —
Rep. vo Amende 364 —

Mr Cherrier for the Defend.

There are no Lods & Ventes on a Verbal Sale, &
without an act executed, a Verbal sale is no sale —
Bouyon — in his Contrat de Vente establishes this — Rep. vo
Lods & Ventes. p. 604 — where the contract is not acknowledged
by the party — Rep. 604 — according to the ordre of 1539
the sale cannot be made of real property but by an act
in writing — That the particular form of the promesse
de Vente, here on record, carry no Lods & Ventes — they
are contributed — Prudh. 223. 224 — expropriation is necessary
Fonsmau.

There are certain of these acts &c may be considered
as retrocessions, but still do not carry Lods & Ventes
from the nature of the original contract — as
Hervé. des lods. 3 Guyot 293. Pothier. 219. Boutaric 177. 8
2 Fonsmau No 903. — Pothier & Maranda — 19 Fev. 1829 —
dismissing pltffs demand for Lods & Vents on a Verbal
sale. Pothier & Dignan. 19 June 1830 — same principle
Mondelet for reply — a Sale is valid altho' not in writing
Archambault & Bricault in 1829 — The Edit of 1539 is
merely bursale — When the resiliations are voluntary
there the Lods are due — Secus when forced —

cites cases Pothier & Bourgeois & Pothier & Guerin. in the Inferior Court, where parties were ordered to produce their titles, or that Pltff shd be admitted to prove the possession of the Defdt

№433
Raymond
&
Quintin
&
Heneau. T. S.

on law—

Mr Bender for Defdt— This saisie arrêt cannot be maintained. Pltff had no right to sue it out as at time there was nothing due to the Defendt— The Defendt is still in time to give his reasons of this action, as he wd have been when sued. 7. Poth. Pr. Civ. p 198— The Pltff purchased from Defendt on condition to pay the Defendts debts & to notify Defdts creditors to call on him— Defendt was thus induced to part with his property & Pltff did not comply with the conditions of the sale— & the Pltff was afterwards sued in an action en declaration d'hypothèque & called on Defendt as his guarant

Monday 16th June 1834

Pres.

Ch. Justice, & Justices Pyke & Rolland

No 901.
Henshaw
vs
Henshaw
& Sheriff, mis en Cause

Motion & rule on Sheriff that he be held to grant a title to him

Scott for Sheriff. refers to 15 Geo. 41 Geo. 3. ch 7 — the Sheriff cannot grant a title until the Oppositions are determined upon, as the Creditors might otherwise be obliged to proceed to a folle enchere, in case the money be not paid —

Mr Henshaw for Pltff. he is not obliged to wait the result of the oppositions —

No 925 ~~1461~~.
Donaldson
vs
Hartley

action for goods —

Stanley for Defendt. This action on a Mercantile guarantee — Bills not a compleat security — bring the debtor — no writing in the Cause —

No 1149
Smith
vs
Brown
& Do. & Brown
Lat - Opp.ts

On question of right of priority of mortgage of David Brown —

Driscoll for oppt Brown — The mother of oppt brot money to her husband & was stipulated to be propre to her heirs, by her Marriage Contract, from which day oppt claims his mortgage —

The late Brown, became heir to the minors of Smith, under ye a mortgage was created on his property & these minors now contest the right of the minor Brown on the property of ye late J. Brown —

Buchanan for Pltff — The late Mr Brown left a legacy to his son without any provision attached to it — The oppost became heir of his father, & has not renounced to his succession — Mr Brown left the residue of his Estate to her husband, & he became the debtor of the son the oppost —

The stipulation here on the mar. con. is not a stipe contractuelle — Renusson — ch. 6. sec. 4 no 3. Dic. 6. No 19. 20 — The object here in the M. contract was to regulate the succ. of wife if she died without a will — Bouchard p. 229. 30 — Poth. Douaire No 26 — Serres. 293 & seq — Rep. vo Legs. p. 421. 1st col — 2 Argou 80. 81 — D. Denizart vo propre Conventionnel p. 239. 1 Duplessis 153 seq — The renunciation by Mrs to John Brown vested the Estate in him & the oppts renounce was upon him only —

Poth. Propre. 292.
D. Denizart vo Propre 239.

The oppost here is not entitled as a common creditor here, having accepted the succession of his father par benefice d' Inventaire, as he ought to have renounced thereto & insisted par acte — Bouchel 224. 5. Succ. Contractuelle — ete Le Brun. Succ — Le Brun. Suc 2 liv. ch 1. sec. 3. No. 10 & 16 — Renusson ch 6. sec 5 — No 20 — This is not a propre in the person of the oppost —

Smith — refers to Renusson p. 531 — ch. 6. ~~No 2. 9 10~~ sec. 6 & 6 shew that the thing is mobiliaire & may be disposed of as such — No. 19. & 20 —

Driscoll for Oppt — admits the principle of the power of alienation in the wife, but denies the applicability of the principle to this Case, as such alienation did not affect the right of Mortgage the wife held on the Estate of her husband — The legatee here had a right on the Succession of his mother for his legacy. —

The Oppt by being heir by benefice d'Inventaire does not render him liable as heritier pur & simple. —

No 1815
Cazabon
—
Cazabon

On Report of Experts —
Mondelet for Defendt. Experts not sworn —

No 576
Baron
&
Delery —

Pelletier for Pltff. The late Mr Beaujeu bequeathed the usufruct of his Estate to his wife, on her maintaining their children in a suitable manner — This should be meant according to the rank in life of the parties and the extent of property bequeathed — The will is always favorably interpreted for the heir, Domat. —

Lib. 1. Sec. 7. No 3

Mr Mondelet for Defdt — The words of the will are so clear as not to leave any doubt on the subject — It shews the fullest confidence in the management & conduct of his wife — Contends that the Defendt has offered sufficient for the maintenance of the Pltff — But the will gives only £360 to the Pltff for annuity after the death of the Defendt — Merlin. Vo Leg — p. 315 — Dict. de droit Vo Nourriture —

Mr Peltier in answer. The Pltff ought not to be left on the dependance of the Defendr as in this case the clause in the will became useless. But the words in the will substitution convenable, must be made to apply to the situation of the Pltff in consequence of her marriage.

No 894
Lacroix
vs
Larocque
&
Lacroix opposs

On opposition à fin de charge.
The Defendr did not appear.
Mr Lacroix submits the case.

No 35,
Porteous.
vs
Desrivieres
et al

Mr Buchanan, for Pltff. action by the representatives of the late Charlotte Porteous ag.st the Defendr as legatee of the late Wm McGill founded on the will of the late Wm McGill, by which the residuum was left to several legatees, one of whom was Charlotte Porteous. Miss Porteous died some months before the testator, leaving for her heirs Andw Porteous & Wm Porteous as her heirs at law. Jno. Desrivieres, one of the universal legatees of the deceased Wm McGill & the other Defendr became possessed of all the Estate or residuum of the Estate & from them the Pltff claim the part & share of the pd Charlt Porteous & an account of the administration of the Defdt

The

The Defendts plead that the late Chr Porteous never had the deliverance de ley from the heirs of the late Mr. McGill — 2dly the will of Chas Porteous by wch she left £200 to each of her 5 brothers & the rest of her moveable property to Mrs McGill — 3 That Pltffs should have demanded an act of the heirs of Mr Richardson the surviving Executor — 4. That the legacy to Miss Porteous became lapsed before by her decease before the death of the Testator — 5 Defendts have accepted as heirs sous bénéfice d'inventaire & not liable to this action —

The 4th point comes first in question — Pltff contends they are entitled to claim notwithstanding the death of Miss Porteous, as a legacy vested in her, shall her heirs & Executors — Contends that the legacy were made to Miss P. & to her her heirs & Executors, share & share alike — & according to the jus accrescendi, the heirs are entitled — when a legacy is made to 2 persons share & share alike, during the life time of the Testator it does not hold, but otherwise when the Testator is deceased. Ch. 9. Nº 25. 6. 7 Ferrol. ch. 9. Nº 25. 6. 7 — Despeisses 2 vol. p. 269 — des Leg part. 1. tit. 3. sec. 2 — Ricard Don. 3e part. ch. 4. Nº 438 — Poth. Vol. p. 409. 10 — Don. Test — Coutit. p. 90. 91 — Cours de Droit Franc 1. Domat. p. 363. des Test. 3 liv. tit. 1. sec 9. §13 — Lapeyre. Vo accroissement — The defendts Dupre cannot claim the share of Chr Porteous by her decease, but must go to her heirs — Where the Testator has raised an implied substitution in the heirs of Miss Porteous — The jus accrescendi is preserved by Justinian, conformably to the old law — Code 6e liv. tit. 51 — 8e law in Dig. 7e liv. tit. 2e — case of legacy to the mother & her children 28 liv. Dig. tit. 2. 29e law — Denis Godefroy on this law where he says that a legacy to a man & his grandson, is a legacy carrying substitution —

Defres to Cujas. to his parabitlis to the title of the Digest—
2 Vol. p. 28— 2 Gl. Vol. 920—

1 Domat. 3 Lw. sec. 10. N. 526.— where the words ours Sons are used, as applicable strongly here, & better as if left to the person & her heirs & children—

Fromental— v° Legs. 456— same point— arrêt
du Journal du Palais— 1 Vol. p. 124—
2 Soefve. 422. notices this arrêt—
Lacombe— v° Legs— sec. 8 N° 3— admits the principle—
Jurisprudence de Lovet—
D. Denizt. v°. Legs. p. 124—
Ricard. Don. 3 Part. ch. 4 sec. N° 407—
9 Vol. Paud. Francais p. 222—
2 Bourj. 153. 2 ch. sec. 1. N° 3—
5. Tullier. N° 672—

2 How far the Statutes introducing the forms of Wills can affect the construction of Wills— contends this did not allow the use of language to have a different effect different from what the law of the land allowed & subject to the interpretation of those laws— Unless heirs are added in a conveyance of an Estate in England, the purchaser acquired only a life Estate— not so in Canada— what is given to a man is given absolutely upon to his heirs—

The intention of the Testator here was to give an undivided share to the legatee & to her heirs by giving it to them share & share alike— he thus excludes the Jus accrescendi— & thus also marks his intention to exclude the substitutions of the Testamentary legatees & his own heirs at law—

The

The other clauses of the will accord with this intention of giving to certain legatees & their heirs and assigns —

Mr Cherrier for the Defendr

1st Exception pleaded by Defendr denies all right of action, from want of Delivrance de leg — This is a necessary formality observed in this Country — Rep.ve p 370 — Vo Delivrance 6. Pothr. p 372. 394 Dom 2 Bouyon p 329. — p 592 Duplessis —

2 Exception — This action should have been brought ag.t the Exors or their representatives, of the late Mr M'Gill. — The late Mr Richardson was an Executor & his heirs ought to have been sued —

3 The Plffs are not the representatives of Miss Porteous, as she has bequeathed the residue of her Estate to a particular purpose — to any masses —

4. That the legacy to Miss Porteous became Caduc by her death before the testator — Does not consider the French laws as applicable here — the arret opposed to by the Counsel for Plff. is a singular one, in the Custom of Poitou Dy. Loc 8. — 1 Henrys p. 570 — This not applicable — it is not here a question of the droit D'accroissement or not — as if the legacy had been made to Miss Porteous & her heirs jointly — It would in that case be essential to shew that the Testator contemplated the right of the heirs to succeed Ricard on Legacies p. 403. 2 Robert on Wills. p. 37 — 2 Bl. Com 279 — 8. Pelersdorff p. 265. 4. Vezys Reps. p 435 —

The English law ought to be followed here in the interpretation of this will from the English form and expressions used in it — the words & expressions used in a certain form must be interpreted by the rules laid down in the law from which that form is taken —

The principal rule of interpretation is to seek the intention of the Testator p. 419. Rep.ve Legs — Ricard 423 — No 124. 5. Domat. tit. 1. art. 6. p. 455 —

In the case of the legacy to Mr Cartwright —
the testator applies the interpretation of heirs & assigns to own & limits them to the case of the legatee surviving the Testator
So also in the case of the Royal Institution —

Mr Walker for the Defendt This being an English form of a will, the technical expressions used in it must be interpreted by the laws under which the form of which it has been made — The testator had property in U. Canada and in the United States of America, & was necessarily bound to adopt the English form of will — Vinen Letter M. No 6.
Vt Devise — case of a Dutch Will —
It is apparent from the will itself that the testator looked to the laws of England for the interpretation of it — the devises of real Estate are made to the heirs & assigns for ever whereas the legacies of personal property this is not observed, as to the words heirs & assigns —
there is a legacy of £5000 to Miss Porteous is made in this manner & lapsed by her death — so the legacy to his wife — the words heirs & assigns are not used —
As to forms necessary to convey real Estate by Will in England — Sevenbarns 1 Lajeunesse. 64. 78. 91 98 — as to forms of deeds conveying real Estate

Contd till to morrow to hear the Plaintiff in reply —

Tuesday 17th June 1834

Pres.

The Ch. Justice & Justices Pyke & Rolland

№ 35
Porteous
vs
Desrivieres
& al

Mr Mondelet in reply

The Defendts here wish to avail themselves of the delivrance de leys, without right, as they are not the heirs nor did they themselves obtain that delivrance de leys — but the delivrance de leys has been set aside by the Stat of 1774 — & has been so held in the case of the Royal Institution & the Defendts and in the case of Rochon & Charron in 1811 — as to the objection that the action ought to have been brot agt the Exors — this may be done still — but this is an action en revendication of the Defendts as in possession of the Estate —

Rochon & Charron in 1811

Dunz. Leys. № 2 Cod. 97 1 Prud. 149

as to the Will of Miss Porteous, it can be of no avail in this case, it was made before she knew the dispositions of Mr McGill in her favor —

As to the Codicile of the legacy to Miss Porteous — it is of no avail here, as the Pltffs claim by droit d'accroissement as well as by the substitution vulgaire — à Tabri 15 Institutes — as well as on the French Jurisprudence & particularly the recent cases from the Journal du Palais —

The English law cannot apply here — the Stat. 1774 regards merely the outward form of a Will, but has in no manner changed the law regulating the property alienated thereby — nor can the words of the will be interpreted by any rule but the laws of the land — The words of the will here are clear — & have the same signification in both languages — The legacy here

is

is not only to Miss Pulleen, but also to her heirs & assigns —

Dic. Dict. v. Liens, applies to all heirs — 2 P. Nol. 229 — where similar signification is used —

No. 1048.
Potvin
vs
Thompson

On Plffs mo. for hearing further evidence — & on Defendts mo. to complete the deposition of one Creighton —

Mr Gray for Plff. new facts have arisen in the cause of which he prays to be admitted to make proof —
Mr Nye for Defendt. the proof made shews the rights of Plff. & no new evidence can now be admitted

No. 1724
Brenan
vs
Weir —

On Defendts mo. for trial by Jury
Doriscoll for Defendt — 2 days elapsed after the issue joined, & in consequence Defdt was entitled to the motion —

No 1164
McCord & al
vs
Johnson & al

action for arrears of ground rent —
Mr Hart for Defendts has pleaded for exception that the Plffs do not shew in what manner the Sheriff had power to execute the deed to Mary Cobb, nor does it appear that the lot of land was lawfully sold to Mary Cobb — or that she became bound & undertook to pay the rent demanded — nor that the Heirs or the late Mrs McCord had any right to the rents

№2077.

McCord
vs
Milligan

Ou law –

Hart for Dyde – The plffs here sue as joint heirs & universal legatees of the late Mr McCord yet are incompatible capacities & they cannot maintain their action. –

McCord for Plffs action on a deed of sale, not as legatees or heirs, but on a special contract –

№419

Snowdon
vs
Kemp

action for rent –

Mr Hart for Defendt The action is premature the rent was not due when instituted – No proof of any agreement for rent, nor when payable – Nor is the situation of the farm ascertained –

Greer for Plff. action for the use and occupation of the house – the usage in these cases is to pay one half the rent at St Michel, & the other on 1st March –

The Sol. Genl
vs
Bastien

On Rule on Defendt to shew Cause why he should not be held to deliver up the Notarial of the late Dubord –

Mr Surgeon for Defendt The law only enjoins the notarial of deceased Notaries to be given up to him – at all events he ought to have a copy of the Inventory delivered to him –

№ 1002
Main
vs
Shaw Ld
&
Prickle. Cmr
&
Eupl: Clarke —

action founded on Indt — agt the Bail
Grant for Defend — action on a transfer of
a Indt by Brown & Baron to Defends
attorney — That it was not competent to
Baron alone to make such a transfer of the
joint property — at all events the Plffs can recover
only the share of Baron in the Bond —

Rossiter for Plff — ~~This point has been already determined in the Cases of Brown & Baron agt Watson & Riddle~~ —

№ 2575
Sheffer
vs
Grant —

action for goods sold & delivered —

Walker for Defend — no proof of the value
of the goods or the delivery of the articles —

№ 138
Neal
vs
Symes

action for bill of Costs
Dyson for Defr — no proof of demand

№ 659
Jones
v
Simpson

action on Indt in U. Canada —

Walker for Defr — The exemplification
is not under the Seal of the Court — Statute 252 —

Carnell
Muckle
Mc Intosh
opp

On motion of Oppos^{n} on Law -

Mr Sexton for Pltff - has pleaded in writ to the opposition that the loan stated by the Oppost was made for the benefit of the Defendt

Mr Salmon for Oppost - Ritchie for whom the Defendt is Curator, leased the effects seized to the Opposant that them in his possn to enable him to cultivate the farm - & claims a right to hold the property during the term of the lease -

No 2486
Rhodes.
Mc Nider et al

action as Indorsee of promissory note against the Defendt as Drawers in favor of one Proctor

Walker for Defendt - The Pltff rec^{d} the note long after its maturity & therefore subject to all the claims the Defendt had upon Proctor - That Defdt had obt^{d} a draft from Proctor on Proctor & Smith in New York - wh was dishonored -

The indorsement of Proctor has been objected to as an interested writ^{g} as payee of the note - It appears that the note was given partly in consideration for goods belonging to one Shaw -

The S^{d} Proctor executed an assignment on the note by transferring it to Mc Donell & Holmes - who held it for some time after it came to maturity

Jud. Rhodes. The note for Pltff, is interested, having become Security for the costs in this cause - 2 Mc Ev. 121 - objection not now too late - Id. 156

That the evidence of admissable is insufficient to maintain Pltff action — they state the promise of Defdt to pay the note — yet the words do not state the time or place when the conversations took place, nor who was present — but the avowals of Defendt were sufficiently guarded to preserve their rights agt. Proctor — There was no particular demand of this particular note, but of the claim of Pltff & Others for goods which had remained still in the hands of the Defendt to be sold on acct of these individuals — If the Defendt made any avowal in regard of the note, it was under a want of knowledge of the fact as to the manner & time at which the note came into the possession of the Pltff — 1 T. Rep. 285 — 2 Bl. Rep. 124. — 236 Chitty on bills. Chantier v Packston — 10 Law Cod. de Juris & facti ignorantia — Dig. 13 Law de conditione indebiti tit. 7. de oblig. & actionibus — 46. Law tit. de fidejussoribus — 2 Vol. 392. Vinnius —

The Wits Burton for the Defendt states circumstances which would lead to a belief that the testimony of the Wits Proctor & Bradbury was not correct —

Mr Grant for Pltff — There has been no objection made to the testimony of Proctor — if of made, was over-ruled — as to his credibility it is not impeached — The possession of this note was prima facie property of the Pltff — It is in evidence that the note was given for the purp. of the Pltffs property in the hands of the Defendt — The note given as a security to McDonell & Holmes might have been attached by the pltff —

The goods were at the Consent of Proctors Creditors allowed to be retained for the owners of the goods in England

The objection to the testimony of Rhodes is too late, & it is not apparent he is the same individual who became the Securety —

The Defendts were aware that Proctor was the agent of the Plff — & when they dealt wt him he was not indebted to Defdts —

№ 602
Baggaley
vs
English

} Action on Security on Contract for wood —

№ 2038
Betts
vs
Hall —

} Action for making an instrument for cleaning wheat

Mr Blackley for Plff refers to evidence in the Cause — 1 Pigeon 432. — 2. Dewf. & Ham Rep. 577. —

Taylor for Defendt — The machine not fit for the purposes for which it was intended — objection taken to the competency of Mrs Hartzman —

№ 1024
Bethelot
vs
Renaud

} On rule on Defdt to file cross

№ 2099
Farquhar
Labbé
Labbé opt

} Mr McLeod heard for the oppost — the Plff not appearing

Wednesday 18th June.—

Pres.t

The Ch. Justice & Justices Pyke & Rolland

Hart
&
Campré
&
Campré opt

On appeal &c. à fin d'annuller—
Mr Buchanan for Plff— must has been given to Defend.r for all he has paid

Mr Walker for Appel.t The bal.e stated in the Defend.r Ltr was founded on an error of allowance of interest which was not due to the Plff— The Appe has made proof of more money than would satisfy the Judt—

No 2673
Jones
&
Scott—

On merits—
Mr Hart for Plff— action for cost on a Judt rendered in L. Canada—
Mr Lafontaine for Defend.r demands that action be dismissed— Copy of Judt. not authentic— has admitted the Signature of Clk & Seal— the identity of the Defend.r not ascertained— no date to Judt—
Plff moves to amend—

No 1657.
Gauthier
&
Shay
&
Shay opt
&
Grames mis en Cause

On mo. that Judt be declared Executory opt Defr & mis en Cause—

№ 1320.

Robertson & al
vs
Bourdeau

an action for goods sold
Pelletier for Plff asks Judt on sale & del. not cont.
Mr Bleury for Deft, service of mo. for sale & del. short

№ 240
Talon
vs
McVicar

Action on indorsed note -
Mr Berault for Plff - The note transferred by special act, as not payable to order - Note may be transferred by an act sous seing privé - but the only question as to the sufficiency of the transfert not having been signified, but the action is a sufficient signification -

Mr Sweeny for Deft action by the indorsee but the note is not negotiable & the indorsement on it is not sufficient -

№ 425
Dumouchel
vs
Glassford

action for damages
Lafontaine for Plff - Deft seized a barge (berge) belonging to Plff, of which Deft had notice at the time of seizure -

Frobisher for Deft - The boat was sold only three days before the seizure by Bertrand to Plff - viz: on 9th Nov. The first sale not sufficiently made out by the act, but after Plff had notice of the seizure, the act was completed - This appeared fraudulent between Plff & Bertrand - The Plff is here to blame by not showing his title before 21 Nov in Court -

No. 1632.

Caine
v.
Burn
& Contra

} action en prise de land sold

Surgeon for Pltff. There is a distinction between this case & the sale of the property of minors — here Pltff purchased for his Children — and sold the property to the Defendt — undertook to obtain an authority to sell, which he did obtain, but made no sale under it. —

Mr Gastin for Defendt — The Pltff has not given the deed to the Defendt he undertook to give him —

Belair
v.
Demers
& Demers opt

} Ore oppn afin d'annuller —

Mr C. Bruneau for Oppt — The Sheriff has made no regular saisie, nor gave any copy of it to the Defendt — It is not signed by the Guardien on the record — 1 Pigeau. 623 — rules order of 1667 — Oppn. vo Saisie — made of P. Pabst & when a true copy must be delivered to the Defendt — 2 Jour. 583 —

Mr Moreau for Pltff — The opposition is of no avail — although neither Guardien, nor records have signed, yet Defendr cannot complain of this — The proces-verbal filed by Oppt cannot be looked at by the Court —

Rasco
v
Sharp

action on lost Note — on Law —

Buchanan for Defendt — The Pltff ought to have offered security by his action to indemnify Defendt —

Walker for Pltff this not necessary — the Note was lost after it became due — & there was no security necessary —

Price
v
Dunleavy

on question of competency of a witness the indorser being brot. up as a witness

Mr Grant for ~~Defendt~~ Pltff objects to the Note — The Witness is bound to say the note & says he is interested —

Mr. Mondelet for Defendt — There is no such interest as that stated — it is on the contrary in favor of the Pltff —

Thursday 19th June.—

Present

Ch. Justice & Justices Pyke & Rolland.—

No. 1885. Scriver.— v. Gilbert.—	Judgt for Pltff
No. 2125. Squire.— v. Dubuc & al	Interlocr permitting Defendts to put in Suit the Sous-voyer now represents the parish, if they shall see fit.—
No. 1965. Duff.— v. Herman & al.	Judgt for pltff
No. 2433. Ahern v. Ranger & al	Judgt dismissing plea of peremption set up by T. Taisi—
Bouthillier Cateh— & Jones. T. S.— v. Fraser. Oppt	Judgt for pltff Opposition dismissed—
Blondeau, Vue coté.— v. Lacroix.—	Defendts mo. for further ex. of Pltff on faits & art. over-ruled—

Davenport vs Henstraw.	Defendr plea of Exception over-ruled
Metivier. vs Moquin.	Judgt for Pltff.
M.Kay. vs Regreau	Action dismissed & deed annulled

Friday 20th June.-

Pres.

The Ch. Justice & Justices Pyke & Rolland

No Wilkie.- / Mead.- / & Contra.-	Judgt on both demands.-
No Talon & Lesperance / v. / Mc Vicar.-	Action dismissed - transport considered insuffc
Campbell / v. / Sheary.-	Judgt for Plff.-
Cazabon.- / Cazabon.-	
Donaldson / v. / Hartley.-	Action dismissed - testimony of Betts rejected
Mills / v. / Hart.-	Judgt for Plff
Beauchamps / v. / Robie.-	Judgt for Plff.-

Bellhouse & Bartley — Judgt for plff

No 1261.
Cecile Cartier & Silv: Cartier Jal: — Judgt for Dfft

Stewart & McKenzie & Bethune mis en Cause — Rule on mis en Cause dischd —

McCallum. & Moreau. & Pierce. — Rule absolute. —

Caine & Burn — Action dismissed. —

Rasco & Sharp — Difuses en droit dismissed

Price. & Devilleray — Objection to the competency of the Witness over-ruled

Betts & Hatt — action dismissed —

October Term 1834.

Wednesday 1st October.

Pres.
Ch. Justice Reid
Mr Justice Pyke.

No. 2035
McDonald
Bromley
on mo. to dismiss cause for want of proceeding
Grant — proceedings have since been proceeded

No 964
Perrin
Prudhomme
Evans
an application for a Certiorari —

No 1971 —
On application
J. Rolland
In a Certiorari — Grant called made
defendt —

No 1947
Harper
Jackson
On motion for security for costs —

No 170 —
White
McKinnon
Motion to proceed that rule to proceed ex parte
be set aside — under circumstances. —
Mr Griffin for Pltff. There were laches in plea not
having been prepared in time & signed by the attorney —

No 1674
Baker
vs
Piccard

} on defendts mo. to revive Suit by & against reps

1833

Hunt for Plffs objects to the regularity of the motion as too late, the Docket having been long since closed —

No. 1633
Creed
vs
McGill

} On defendts mo. to discharge the inscription for hearing & to reject evidence taken —

Mr Rossiter cause was fixed for 22d Sept when Plffs counsel did not appear, when it was directed that all cases not proceeded in should be continued generally —

Thursday 2d Oct 1834.

Present

The Ch. Justice

& Justices Pyke & Gale

There was no business before the Court, except the ordinary motions — Judgt were given on the motions of yesterday —

Friday 3d October. —

Present

The Ch. Justice & Justices Pyke & Gale. —

No 762.
Ferrier. —
& Desrivieres
& Desrivieres
Appt

On motion to dismiss the ~~Cause for want of moyens~~ Appn as insufficient moyens not filed in time

Mr Cherrier for Appt The case cannot be thus summarily disposed of, without entering upon the merits, & hearing the parties, in the usual course — The moyens were filed after notice, but before the present motion was made. —

No 2006
Bank of
Montreal
&
Murray

On Exn — à la Journ —

Perrault for Respt — The No quality is

given

Mr. 2. ab. 2. p. 12 given to Defdt — Rules. p. 12 — 13 — 16 —
No true copy of decln served —
Mr Griffith for Plff — The Defendt has produced his copy of decln drawn his plea thereon — & not to the declaration of record — 1. Pigeau. 159. —

№ 1074.
Baker
v
Pricard

Action for assault & battery —
Mr Hart for Plff states circumstances of the assault as premeditated and violent
Mr Turton for Defdts — states the defence & refers to the evidence adduced on their behalf, contending that the facts have not been established as of the Defdts — who have not been identified as the persons who committed the assault on the Plff
No damages proved —
Mr Rossiter of counsel for the Defendt — was also heard —

Saturday 4th October 1834

Present

The Ch. Justice & Justices Pyke, Rolland & Gale

There was nothing before the Court but a few ordinary motions, which were granted in usual course —

Monday 6th October.-

Pres.t

All the Judges -

There was no business of any moment before the Court. —

Tuesday 7th October

Pres.t

all the Judges

No 762
Ferrier. —
vs.
Desrivieres
&
Desrivieres
opp.t

On Plff. mo. that he be permitted to sue out a Vend. exp.s to sell the effects seized as the delay claimed by Defend.t has now expired

Mr Cherrier for Oppt. objects to the regularity of the proceeding —

№659
Jones
vs
Simpson —

On re-hearing —
Hart for Plff. Question here whether the Plff ought to recover interest on principal sum & also on the Costs — of this law of N. C: as established by ordinance of attornies. 2 Geo. 4. ch. question whether this Stat. has a retroactive effect on a Suit given before it was made — 1. T. Rep. 437. M'Clure v Duncan — 2. T. Rep. 79. — Taylor's Rep. K. B. U. C. p. 226. Logan. vs Sicard —

Wednesday 8th
Thursday 9th } Enquete days

Friday 10th October. —
Prest
All the Judges —

№1334
Buteau oal
vs
Barril —
& Vallant opt

On Plffs mo. to reject oppn for want of conclusions —

Mr. McDonald for oppt then on sufficient conclusions although no moyens are filed

№2009
Farquhar
&
Labee oal
&
Labee — oppt

M'Carol for oppt — The Plff was to take his recours ag. J M'Gunnis & Mr Mullan before coming ag Deft —

and

and in case he could not be paid by them, the appels had a right to be notified before proceeding as them— There is no proof of diligence having been made by Plff or of any demand as appears—

Stanley for Plff. The confession of Judt is only on condition of Wm Gurlband paying 5 dollars p month which he has not done — was not bound to put the appt en demeure —

No 1440
Dve Cotté
Lacroix —
& Contra

action on obligation —

Mr Pelletier for Defend. Defend has pleaded payt and set up an Incidental demand — to this plea prescription has been pleaded as well as to the Incidental demand The Plff has answered upon faits & articles — The Defr contends there is enough in their answers to dismiss Plffs demand — The Plff has not sworn positively to have paid the debt, as she was bound, on the plea of prescription which admits the debt. — The Plff ought to have come forward and swear positively to the payt of the Debt to entitle her to the benefit of her plea — The answer to the 15e. Interrogty shews that the Plff had notice of the Defrs act — Should Defts plea not be admitted as proved — the Defends cannot be condemned in the whole, as there is one of the heirs not sued — & payts not accounted for —

Mr Brunean of counsel for Defts — The defends have established an interruption of the prescription from the answers of the Plff and there is no positive assertion that the debt demanded by defends has ever been paid and it is apparent from the various accounts for business done by Plff would have no knowledge that it can be in her power to establish the fact of payt —

Mr Bunbury for Plff — The answers of plff to the Interrogatories cannot be divided —

admts to have rec^d. Nos. 7. 8. 9. 10 ment^d. in exh. of Defs
& 36. 12. 9 —

№ 1297
Vallée
vs
Hervieux
&
Hervieux
Berthelot

Ors Laws — on Exceptions to the debats de Compte

Mr Cherrier for Defts. Hervieux — on questions arising on the acct. rendered & debats de Compte made thereto — The Defts. have contended that Plff cannot enter upon the debats de compte without calling in the other heirs of the late Mr Gws to take part therein, as they parties are all interested in the matters before the Court —

Mr Pelletier for Plff. The opinion of the Court on a motion already made by the Defts. was pronounced on the that Defendrs application came too late — But there appears no cause or interest for putting the Coheirs en Cause — the question here is touching the share of the monies due to plffs. in the monies rec^d by the late Mr Hervieux —

Mr. Cherrier considers that the application to call in the Co-heirs is still in time — as their interest is now in question — The late Mr Hervieux, was curator to I. Gws & in rendering the acct there arise questions touching his rights in the monies rec^d. on the Immoveable property sold — Parties are all interested to have the Coheirs before the Court, to ascertain what they have received & what they may have accounted for to each other —

№ 2157
Hattrick
vs
Tassé —

action en Deed of Sale — on merits —

Griffin for Plff — Defts has alledged a diminution of the land sold — & claims a diminution of price — according to the actual value of the property —

The Surveyor has made a report of survey of the land to shew in what manner it ought to be bounded.

Mr Lafontaine for Defendt – The P. V. of the Surveyor must be set aside, as not conformable to the rule of reference & made after the directions of the Deff – but there is a deficiency of one acre in front by 20 in depth – The road to St Louis is at 100 acres from the Iron & Defendts land ought to remain there – & at distance of 60 acres from the Iron –

Busby
Gug –

on law –
Lafontaine for Deft – question as to the sufficiency of the transfer

Griffin –

Saturday 11th October.—

Pres.t

All the Judges.—

No 1724.

Brenan
v
Weir Jr.

mo. for Inst. on Verdict w.h full Costs—

No 1782.

Chicoine
v
Spenard

On Pltffs motion to reject Defds plea as inconsistent.—denying Debt—& also that it is paid.—

Bleny for Defendt the pleas are regular—

No 1220.—

Donegani.
v
Blackwood Jr
&
Blackwood. opts

On Pltffs mo. that oppn be dismissed & that opposts be condemned to pay a fine of £30 to the King—

1727

No 1501.

Rossiter
v
Sarrault
&
Sarrault opt
&
Masson—

On opposition of Sarrault—that Sheriff do not grant title to purchaser as there were only 2 bidders at Sale—cits can of Olivier v Bellanger. in 1829—

Monday 13th October

Pres.

All the Judges

No 2472
Molson
Handyside
&c

on Law — action on note
Griffin for Defts — not alledged that the note was given for value rec^d — which the law requires — it being only stated, value recent —
It does not appear that the note was legally indorsed to the Plff — not said that the Note was indorsed for value received — not said that the maker was a trader —

Taylor for Plff. deems sufficient —

This day the business before the Court did not occupy it later than about 1/4 past Eleven o'Clock — except in two cases in which Mr Justice Rolland & I did not sit. —

Tuesday 14th October

Pres^t

All the Judges —

No 598.
Denis
v
Errington

On Defend^s mo. to quash process of attach^t from the insufficiency of the affidavit —

Dr's roll for Defend^t contends that affidavit is loose and not sufficient, as it does not describe the party in suff^t manner —

Grant for Pl^ff says, description is sufficient —

No 1610
Teale
v
Kelly —

On Defend^s mo. to discharge the inscription —

No 1986
The King
v
Barbeau

On application for a writ of Certiorari —

Mr Brunian for Defts. The facts stated are not of a nature to support the application — where the magistrate has jurisdiction there can be no appeal — Hawk^s Cr. P. p. 34.5 —

No 602
Baggdub
v
English —

On merits —

Mr Day for Pl^ff. action ag^t Defend^t as a Caution for Bond — the only question here is the amount of damages to be allowed to Pl^ff for Dft

Defendt not having fulfilled their Contract —

Mr Stanley for Defendt. The Plffs having pd a greater sum of money than they were bound to do to the principal debtor before he had delivered the wood according to Contract, it must be considered to have been done at their own risk

No 1981.
Beaubien
Lucas et al

action en bornage — par defaut —
Mr Cherrier for Plff — states that there ought to be an Interlocutor directing a survey before proceeding further —

No 1213
Chirsine
Duchesne

action for goods sold —
Cherrier for Plff — part is pleaded — but deft has failed, beyond credits given — except as to £2 —
Green for Defendt There is merely a small balance of £5. — £6 due to plff — off Statement filed. —

Wednesday 15th October.

Prest All the Judges.—

No 105.
Jones dit
vs
Peloquin
& contra

action to amount — en report —

Me Mondelet for Plff. an act has been rendered but on this the Defde claims a balance on his favor for his portion — but this demand cannot be allowed as he was doing his own affair at the same time — the charge to the Notary may be allowed — but not the other charges made by Defendr —

Polk. No 22. mandat
Rejon. p. 233. Dr —
O. Dug. 2e mandat
Domat. liv. 1. tit. 15.

Me Cherrier for Defendr — the Defendr was appointed by Special power from the parties interested — and the quantum demanded appears in the opinion of the Practicians to be moderate —

—

No 256 —
Brazeau
vs
Desjardins

action of damages for a voie de fait
Me Cherrier for Plff — asks for hour. of report
Me Lafontaine — agrees to hour. the report, but says it does not appear the costs were sworn

No 419
Snowden
vs
Kemp

action for rent of a farm — & for goods sold
Me Hart for Defde — action on a Verbal agreement action was premature — rent not due — agreement not proved — farm not at St Benoit, but at St Eustache —

No 1770
Bruneau
&
Mathiot

on Law – action on obligation –

Mr Blemy for Defendt – The obligation was granted by error to the heirs of Desrivieres in their own name, – whereas it was ~~was~~ ought to be to them as heirs pour benefice d'Inventaire – no value given for the obligation by the Pltff –

Mr Bruneau for Pltff – The defendt received value for the obligation – has no interest in this plea –

No. 1982.
On Petition of Rodger Robson

on Petition of a Road Surveyor for sale of property to pay his disbursements –

Mr Grece was heard for Pltff – default case

No. 791.
Hart
&
Hart

Action en bornage –

Hart for Pltff – where the land is out of the Jurisdiction of the Court – the action is more personal than real – Merlin Repse vo action – 2 Bouje. 526 – ch 3. tit. 5 – Pothier Proc. civ assignation p. 706. No 4 Loyseau liv. 2. ch. 7. No 4. p. Du Dempsterii Rodier. p. 63 – Imbert. liv. 7 – p. 150. 151. –

Buchanan for Defendt This is a real action – & altho' in France the domicile of the party might ground this action yet the Jurisdictions here are limited to the extent. Scipellon. Repse vo Juge. No 543 –

Thursday 16th October.—

Prest.

All the Judges.

No 2467
Sabourin
vs
Sipiot

action for price of land sold

Mr Bibaud for Plff — Sale by Plff. to Defdt of lot of land — Plff had agreed under an act of resiliation of a deed of Donation formerly made of the same land —

Mr Pelletier for Defendt The Defendt intended to have the opinion of the Court on his title — Terrien 23 Sept 1823 gave the land in question to Plff & his wife & their daughter then in Law — & their children born & to be born in legal wedlock in 1832. Terrien & Sabourin alone revoked the Donation & on same day Terrien sold to Sabourin. This deed was ratified by their wives — but upon this ratification Sabourin sold to Defendt — But this revocation could not prejudice the rights of the children of Sabourin — as there was a substitution in favor of the children. Rep. de 1782 Don. Co. Pt. Vo Donation p. 95 — Rep. de Merlin Lacombe Vo Donation. p. 221 — Pothier Donnes. 1 Vol. p. 191. 2. 3. 4 — Salle. p. 24. 25. C. Denz. p. 175 No. 20 Vo Donation — N. Denz. Vo Donation Rep. p. 53 — 1. Ricard. ch. 4. Sec. 1. p. 193. No 870 — 3. Gr. Cous p. 1089. 1092. —

Mr Bibaud in answer — The authorities cited from Denz. are founded on the Ordce 1747 — refers to Ricard — when the Donation has been accepted it is irrevocable

but

but otherwise where it has not been executed, as in this case —

Dupuis. de Contrats. partie 1re Ch. 4. — donation may be revoked before acceptance —

Ricard Substitution — N° 137. 8 — Revocation where the Donee has no interest in favor of the third

Merlin. Vo Revocation de Substitution —

Pellin in answer — the authorities cited do not apply to say that where there has been no acceptance the deed may be revoked — here the father & mother accepted for their children —

N°1226 —

Russel & al
vs.
Et. Guy & al

action against Defts jointly & severally —

Mr Guy, states that one of Defendts is dead since last proceedings — The Court being of opinion that this was no sufficient ground to delay the cause. The cause proceeded —

Mr Guy. then stated — that Defendts joined in security that Defendts should not quit the City without paying the debt under the Statute — this Statute has expired — The Pltff pretends that after this the Defts left the City & brings his action on the security — but the act having expired, the Debtor was no longer bound thereby, and the security could last only as long as the law existed — The limits established by the law exist no longer — the Defendts cannot now detain upon the body of the debtor, as the law will not authorize it —

7 Geo. 4. ch. 7.

Mr Fisher for Pltff — The question is important — whether a right acquired under the law can be dissolved by the abrogation of the law. The right here was vested in the Pltff — 4. Toullier Repts. p. 358. Vo Droit — 1 Quest. de Droit p 576

p. 516 — Id. 2 vol. p. 732 - Vo — Condition
6. Tuller. p. 508 — No 472 — Id. p. 562. No 528 — 532 —
Merlin p. 561. Vo Loi —
Poth. obl. No 221 — & 6 Tuller 573. No 543 — had the law been repealed, the obligations contracted still must avail —
Puffendorf liv. 1. ch. 6. sec. 6 — p. 92. vol. 1 —
Domat. liv. preliminaire — tit. 1. sec. 15.
2462. 4e Beav.
1. Kents Com. p. 455. —

—

No 2671.

Bowman & Martin & Dewes opps

on divers oppositions — & Suit of Distribn
objected by Mr Dayton that there is an opposition on which a contest has been raised — between Jno Carroll as Tutor to Minors Bois & Saint Martin pt. remains to be determined —

Jessup. q. t.
Ashes.
& Kurczyn claim

On claim of Mr Kurczyn for several articles seized
Mr Walker for claimt — a quantity of tobacco was seized as imported without payt. of duties — The claimt. has shewn that the tobacco was purchased in Montreal — The mark of the Custom house not an invariable practice — Mr Stevenson identified one of the kegs as a part of the tobacco he sold to claimt — Vass also thinks the

Rep

kegs he sold to claimt were the same —
The Wit Burns for the prosn is an interested Wit —
but his evidence in regard of the case is immaterial
Andrews for prosn — The claim of claimt has not been
made out — the books of the Custom house might have
been brot forward to prove the claim — Stevens speaks
only to one keg of tobacco — cites. 6 Geo. 4. ch. 114. sec. 6.
2 Bl. Reps. 814 — Solomon. v Gordon & Perry —
Burns a necessary Wn Roscoe Ev. 69. Gilb. 114 —
where a stat. can receive no execution but by the Wn
his interest does not render him incompetent —

Walker in answer — Burns incompetent — any other Wn might
have established the facts he mentions — this not the case
for recovery of a penalty, where the Wn is the only person
who may have a knowledge of the fact for which the
penalty is due —

Friday 17th October

Prest.

All the Judges.—

№ 779
Brunet
vs
Kerrison

On Defendt mo. to quash process from want of regular Service — Cause and — Mr Stanley for Defendt — deals files w Sheriff only on 14th — when writ was returnable the next day — Defendt was entitled to at least 48 hours Notice of service before return — Mansfield. Vs Stewart —

Mr Cherrier for Pltff — Cause arret the 11th — Served the 6th — returnable on the 8th — the Copy of the declaration was not looked at time, nor was the party bound to this —

~~1827 Ch~~
7 Geo. 4. ch. 8 —

№ 2149.
Rickerby
vs
Brown —

action of assumpsit for monies & services pd. & rendered to Defendt —

Mr Stanley for Pltff —
Mr Buchanan for Dfdt — objects to the evidence adduced —

№ 1659
Vincent
De Longueuil

action to recover price of land on retrait

Mr

Mr Buchanan for Defdt — The ~~right of~~ Pltff has no right to the money as Curator of the absentee, it is due to Antoine Goguet & his heirs — any stipulation of the Seigneur to indemnify the acquireur, yet he is not bound to indemnify the Vendor — The retrait was made by one Henry on behalf of Mr Grant but there is nothing to shew the right on which Henry acted —

Mr Lafontaine — No envoye en possession is necessary, a Curator to an absent acquireurs term de is answerable to the heirs — There is no stipulation in the contract which excludes the right of Pltff The Defendt ought to have pleaded specially the want of authority in Mr Henry —

No 190
Reynolds
Priest

action for value of timber

Day for Pltff — The timber was lost by raft breaking in Lachine rapids & floating down to Varennes where it came into the possn of the Defendt — The question here is as to costs of this action — as Defendt denies that any demand was made on him before this action ~~is~~ was instituted — but Defendt here calls on the Pltff to establish his property in the timber instead of giving up the property to him —

Mr Labarge for Defendt — says he was ready to deliver the wood to the owner — Pltff did not shew he was proprietor the timber has not been identified — The bailiff is an incompetent Witness —

Mr Charrier of counsel for Defdt also heard —

№ 979.

The Corporation of Montreal } On application for a Mandamus to the Clerks of the Peace

Mr Cherrier for Petr the application is for the Registers in the possn of the Clerks of the Peace touching matters over which the Corporation has authority and jurisdiction —

This course by writ of Mandamus is regular Peburdoff. vs Mandamus — Bul cas. p. 382 — Sh. Rep. p. 879. —

382

The right of Corporation here is founded on the 5 & 6 Vic. claims of the Corporation acts — refers to act of 34 Geo. 3 ch. 9. sec. 44 & 51 — 66. 61 — act of 1799. — sec 11. 12. 22. 26

1831 —

The Solr. General for the Clerk of the Peace The Corporation here ought not to proceed by writ of Mandamus, but by action — All municipal powers are vested in the Corporation & necessarily they are entitled to all the registers in question — but what belongs to the judicial powers of the Justices must remain w them and are found to be included in the same Registers with the the matters respecting the municipal matters — The Corporation are not entitled to an exclusive right to hold these registers regarding matters over which the Corporation has no power —

87. Rep. Kings. Vs Archb. Canterbury.

Simply on mandamus — This not the proper remedy here — p. 90 — 91 — 93. — 97. — 109. —

Mr —

Mr Currier in reply — If the Registers in question contain different other matters besides what regards the municipal rights of the Lady. it was their own act, and not a necessary act, as these matters should have been committed to a separate Register —

No 2605

Bradbury
vs
Hoyle et al

action on a mercantile guarantie
Grant for Pltff, contents that he has made
and his case of Defdt. except as to £14. 8. 8
for which the guarantie will not apply —

Walker for Defdt — the question here, is just
as to the extent of the guarantie — it is contained
in a letter in 1827 — for £200 — payable in one year
admits the purchase of Robt Hoyle after this letter
to come within the guarantie — but the subsequent
purchase made long after in 1828 will not come within
it — this purchase was made at 6 months credit
which the first was at a longer period —
The next question is as to the stipulation of
the payments — In June 1830 — Pltffs Obt — a
part of £76 — from R. Hoyle — which in fact
however was a part of Henry Hoyle the Guarant
loan the guaranty debt was the most onerous —

Grant — the last purchase came within the
guaranty — the stipulation of day of payt was
made in favor of Defdt — the first purchase made
by R. Hoyle was not to the extent of the guaranty

The money Pd by R. Heath was not made applicable to any Specific act—

It was now about 2. O'Clock in the afternoon when the day became so dark and overcast, that the Court was under the necessity of adjourning

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Saturday 18th October 1834

Pres.t
All the Judges.

No 1724. Brenan vs Weir &c	Judg.t on Verdict with full Costs.
No 105. Jones & al.s vs Peloquin & Contra	Report of arbitrators confirmed, and Judg.t dismissing the principal demand with Costs, & in favor of Incidental Plff
No 1260. Hubert dal vs Cartier & al	Judg.t
No 1775 Bradbury vs Metzler & al	Judg.t
No 1956 The King vs Barbeau	Mo. for a Certiorari, granted —
No 2158. Hetrick vs Tassé	Judg.t
No 2469. Dorion & Lunn dux	Judg.t

№1149.
Smith
vs
Brown
&
Brown ofsp[t]

Opposition dismissed

№1030
Izon
vs
Henshaw & ux[p]

Exceptions dismissed

№678
Dupras
&
Latourelle
&
E contra.

Both demands dismissed

№1002
Main —
vs
Shaw & al

Judgt fu Pltff for one half of sum demanded

№35—
Porteous & al'
vs
Desrivieres & al'

Action dismissed

№2486.
Rhodes
vs
McNider & al'

Judgt fu Pltff

№576
Barron & ux
vs
Delery —

Interlocutor —

№ 1444.
Poitras et al
v.
Marcotte
Action dismissed

№ 1224
Kidd
v.
Smith
Judgt for Plff.—

Monday 20th October 1834

Prest.
All the Judges.

Jones & al. vs Simpson.	Judgt for Plff, with the interest as demanded
De Boucherville vs De Bleury.	Judgt for the Plff.
Desrivieres & al vs McGill, Curr, and Divers Opposts	Judgt in favor of claim for mortgage on the Estate of the late Wm McGillivray from the day of his acceptance of the executorship of the will of the late
Dominus Rex vs D. Arnoldi & others Justices.	Rule absolute for a peremptory Mandamus





JUILLET

Le ☉ entre au ♌ le 23 à 5h

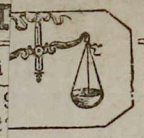
● le 6 à 4h 20m Soir. | ☉ le 20
☽ le 13 à Midi 22m. | ☾ le 2



AOUT

Le ☉ entre à la ♍ le 23 à

● le 5 à 1h 41m Mat. | ☉ le 1
☽ le 11 à 5h 22m Soir. | ☾ le 2



SEPTEMBRE

Le ☉ entre à la ♎ le 23 à 8h. 34

● le 3 à 9h 56m Mat. | ☉ le 17 à 6h
☽ le 10 à 0h 35m Mat. | ☾ le 25 à 10

v.	Cou.	Cl.	MOIS.	Sems.	FETES.
M.	H. M.				
13	7 47	b	1	Mardi	Oct. de s. Jean Baptiste.
14	7 46	b	2	Mercre	Visitation de la ste. Vierge.
14	7 46	r†	3	Jeudi	De l'Octave.
15	7 45	r†	4	Vendre	De l'Octave } semi-double
15	7 45	r†	5	Samedi	De l'Octave.
16	7 44	r	6	DIM.	7e. Octave des Apôtres.
16	7 44	vr†	7	Lundi	
17	7 43	b†	8	Mardi	ste. Elizabeth, Reine.
17	7 43	vr†	9	Mercre	
18	7 42	r†	10	Jeudi	ss. 7 Frères, Martyrs.
19	7 41	r†	11	Vendre	s. Pie, pape, mart.
20	7 40	b	12	Samedi	s. Jean Gualbert, Abbé.
21	7 39	b	13	DIM.	8e DEDICACE.
21	7 39	b	14	Lundi	s. Bonaventure évêq. doct.
22	7 38	b†	15	Mardi	s. Henri II, Emp.
23	7 37	b	16	Mercre	N. D. du Mont-Carmel.
24	7 36	b†	17	Jeudi	s. Alexis,
25	7 35	b	18	Vendre	s. Camille de Lellis.
26	7 34	b	19	Samedi	s. Vincent de Paule.
27	7 33	r	20	DIM.	9e. Oct. Déd. 2M. sol. s Jac
28	7 32	b	21	Lundi	s. Jérôme Emilien. M (hi
29	7 31	b	22	Mardi	ste. Magdeleine.
30	7 30	r	23	Mercre	s. Appollinaire, év. mart.
31	7 29	r†	24	Jeudi	s. Anaclet, pape, mart. 2M
32	7 28	r	25	Vendre	s. Jacques, Apôtre.
33	7 27	b	26	Samedi	ste. Anne.
34	7 26	b	27	DIM.	10e. *Sol.* de ste. Anne.
36	7 24	r†	28	Lundi	ss. Nazaire, Celse, &c. mar
37	7 23	b†	29	Mardi	ste. Marthe, vierge.
38	7 22	r†	30	Mercre	ss. Abdon et Sennen, mart
39	7 21	b	31	Jeudi	s. Ignace de L[illegible]a.

v.	Cou.	Cl.	MOIS.	Sems.	FETES.
M.	H. M.				
40	7 20	b	1	Vendre	s. Pierre aux Liens.
41	7 19	b†	2	Samedi	De la ste Vierge.
42	7 18	vr*	3	DIM.	11e. (1 dimanche d'Août)
43	7 17	b	4	Lundi	s. Dominique.
45	7 15	b	5	Mardi	N. D. des Neiges.
46	7 14	b	6	Mercre	Transfiguration de N. S.
47	7 13	b	7	Jeudi	s. Cajétan,
48	7 12	r†	8	Vendre	ss. Cyriac, Largus, &c., m
50	7 10	r†	9	Samedi	*Jeûne*. Inv. de s. Etienne. 2
51	7 9	r	10	DIM.	12e. s. Laurent, m. M (
52	7 8	r†	11	Lundi	De l'Octave. M [d
54	7 6	b	12	Mardi	ste. Claire, vierge.
55	7 5	r†	13	Mercre	De l'Octave.
58	7 3	vl†	14	Jeudi	De l'Oct. 2M Messe de la
59	7 2	b	15	Vendre	ASSOMPTION de la ste. V
0	7 0	b	16	Samedi	*Jeûne*. s. Hyacinthe.
1	6 59	b	17	DIM.	13e. Oct. de s. Laurent, fête de l'Ass [2M. 3e. Dimanche
3	6 57	b	18	Lundi	s. Joachim, 2M (d'hier.
4	6 56	b†	19	Mardi	De l'Octave.
6	6 54	b	20	Mercre	s. Bernard, abbé, doct.
7	6 53	b	21	Jeudi	ste. Jeanne de Chantal, ve
9	6 52	b	22	Vendre	Octave de l'Assomption.
10	6 50	b	23	Samedi	s. Philippe de Benitî.
11	6 49	r	24	DIM.	14e. s. Barthélemi, ap. M (
13	6 47	b	25	Lundi	S. Louis, roi, (sans *Credo* à la
14	6 46	r†	26	Mardi	s. Zéphirin, pape, mart.
16	6 44	b	27	Mercre	s. Joseph de Calasantz.
17	6 43	b	28	Jeudi	s. Augustin, év. doct.
19	6 41	r	29	Vendre	Décollation de s. Jean Bte
20	6 40	b	30	Samedi	ste. Rose de Lima, Vierge
22	6 38	b	31	DIM.	15e. s. Raimond Nonnat. M. sol. s [1 Dimanche de Sep

Cou.	Cl.	MOIS.	Sems.	FETES.
H. M.				
37	b†	1	Lundi	s. Giles, abbé. M
35	b†	2	Mardi	s. Etienne, Roi.
34	vr†	3	Mercre	
32	vr†	4	Jeudi	
31	b†	5	Vendre	s. Laurent Justinien, év.
29	b†	6	Samedi	De la Ste. Vierge.
28	b	7	DIM.	16e. sol: Nat. Ste. Vierge. (2 D. Sept.)
26	b	8	Lundi	Nativité de la Ste. Vierge. M
25	b†	9	Mardi	De l'Octave. M
23	b	10	Mercre	s. Nicolas de Tolentin. M
22	b†	11	Jeudi	De l'Octave. M
20	b†	12	Vendre	De l'Octave. } sémi-doubles.
18	b†	13	Samedi	De l'Octave.
17	r	14	DIM.	17e. Exaltation de la Ste. Croix. 2 M. (3 D.)
15	b	15	Lundi	Oct. de la Nat vité. M
13	r†	16	Mardi	ss. Corneille et Cyprien, mart. M
12	b	17	Mercre	*Jeûne* 4 *Ts*. Stig. s François. M
10	b	18	Jeudi	s. Joseph de Cupertin.
9	r†	19	Vendre	*Jeûne* 4 *Ts*. ss. Janvier, &c. mt. M
7	r	20	Samedi	*Jeûne* 4 *Ts*. ss. Eustache, &c. m. M
5	r	21	DIM.	18e. s. Mathieu, ap. M (4 D.)
4	b	22	Lundi	s. Thomas de Villeneuve, év. M
2	r†	23	Mardi	s. Lin, pap. mart. M
0	b	24	Mercre	N. D. de la Merci.
59	b	25	Jeudi	Saint Nom de Marie. (Dimanche dans l'Oct. [de la Nativité.)
57	r†	26	Vendre	ss. Cyprien et Justine, mart.
56	r†	27	Samedi	ss. Côme et Damien, mart.
54	b	28	DIM.	19e. sol. s. Michel, (1 D. d'Oct.)
53	b	29	Lundi	s. Michel Archange.
51	b	30	Mardi	s Jérôme, doct.



OCTOBRE

Le ☉ entre au ♏ le 24 à 4h. 4

● le 2 à 6h 7m Soir. | ☉ le 17 à
☽ le 9 à 11h 10m Mat. | ☾ le 25 à



NOVEMBRE

Le ☉ entre au ♐ le 22 à 1h.

● le 1 à 3h 14m M. | ☉ le 16 à 5h 57m
☽ le 8 à 1h 38m M. | ☾ le 23 à 10h 41



DECEMBRE

Le ☉ entre au♑ le 22 à 1h. 31m

☽ le 7 à 7h 50m Soir. | ☾ le 23 à
☉ le 16 à 0h 1m Mat. | ● le 30 à

Cou.	Cl.	MOIS.	Sems.	FETES.
H. M.				
50	b	1	Mercre	s. Rémi, év.
48	b	2	Jeudi	ss. Anges Gardiens.
47	r†	3	Vendre	s. Vinceslas, mart. (28 Sep
45	b	4	Samedi	s. François d'Assise.
44	b	5	DIM.	20e. sol. du Rosaire 2M (2 D. d'O
42	b	6	Lundi	s. Bruno.
41	b†	7	Mardi	s. Marc, pape.
39	b	8	Mercre	ste. Brigite, veuve.
37	r†	9	Jeudi	ss. Denis, &c., mart.
36	b†	10	Vendre	s. François de Borgia.
34	b†	11	Samedi	De la ste. Vierge.
33	vr	12	DIM.	21e. (3 Dim. d'Octobre.)
31	b†	13	Lundi	s. Edouard, Roi.
30	r	14	Mardi	s. Callixte. pap. mart.
28	b	15	Mercre	ste. Thérèse, vierge.
27	vr†	16	Jeudi	
25	b†	17	Vendre	ste. Hedwidge, veuve.
23	r	18	Samedi	s. Luc, Evangéliste.
22	b	19	DIM.	22e. N.D. de la Vict. M (4 d
20	b	20	Lundi	s. Jean de Canti.
19	b	21	Mardi	s. Pierre d'Alcantara. 2M
17	vr†	22	Mercre	
16	vr†	23	Jeudi	
14	vr†	24	Vendre	
12	b†	25	Samedi	*Jeûne*. De la ste Vierge.
11	r	26	DIM.	23e. M. Sol. ss. Simon et Jude, Ap. (5
9	vl†	27	Lundi	De la Vigile.
8	r	28	Mardi	ss. Simon et Jude, ap,
6	vr†	29	Mercre	
5	vr†	30	Jeudi	
3	vl†	31	Vendre	*Jeûne* de la Vigile.

Cou.	Cl.	MOIS.	Sems.	FETES.
H. M.				
5 2	b	1	Samedi	**TOUSSAINT**, *d'Ob.*
5 1		2	DIM.	24e. Messe et Vêpres du Patr
4 59	n	3	Lundi	Trépassés. [1 D. de Nov. et le 4 ap. l'E
4 58	b	4	Mardi	s. Charles Borromée, év. 2M
4 56	b†	5	Mercre	De l'Octave.
4 55	b†	6	Jeudi	De l'Octave. } Semi-doubles.
4 53	b†	7	Vendre	De l'Octave.
4 52	b	8	Samedi	Octave de la Toussaint. M
4 50	b	9	DIM.	25e. Dédicace de la Basiliq du Sauveur. 2M [3 Dim. de Nov. et 5 ap. l'Epip
4 49	b	10	Lundi	s. André Avellin. M
4 48	b	11	Mardi	s. Martin, év. M
4 46	r†	12	Mercre	s. Martin, pap. mart.
4 45	b†	13	Jeudi	s. Didace.
4 44	vr†	14	Vendre	
4 43	b	15	Samedi	ste. Gertrude, vierge.
4 42	vr	16	DIM.	26e. (4 dim. de Nov. et 6e. ap. l'Ep
4 41	b†	17	Lundi	s. Grégoire Thaumaturge, év.
4 40	b	18	Mardi	Déd. des Bas. ss. Pierre et Pau
4 39	b	19	Mercre	ste. Elizabeth, veuve. M
4 37	b	20	Jeudi	s. Félix de Valois.
4 36	b	21	Vendre	Présentation de la B. V.
4 35	r	22	Samedi	ste. Cécile, vierge, mart.
4 34	r	23	DIM.	27e. s. Clément, pape, mart. 2M (5 Dim. d [Nov., et le 24e. et dern. ap. la Pent.
4 33	b	24	Lundi	s. Jean de la Croix. M
4 32	r	25	Mardi	ste. Catherine, vierge, mart.
4 31	r†	26	Mercre	s. Pierre d'Alexandrie, év. m.
4 30	vr†	27	Jeudi	
4 29	vr†	28	Vendre	
4 29	vl†	29	Samedi	*Jeûne*, de la Vigile. M (*ces. suf*
4 28	vl*	30	DIM.	1er. de l'Av. sol. s. André, ap
		30		

Cou.	Cl.	MOIS.	Sems.	FETES.
H. M.				
4 27	r	1	Lundi	s. André, ap. M (d'hier.)
4 26	r†	2	Mardi	ste. Bibianne, v. m. M
4 26	b	3	Mercre	s. Frs. Xav. M (sans *credo* à la messe)
4 25	b	4	Jeudi	s. Pierre Chrysologue, év. 2M
4 24	vl†	5	Vendre	Mémoire de s. Sabas, abbé.
4 23	b	6	Samedi	s. Nicolas, év. M
4 23	vl*	7	DIM.	2e. sol. s. François-Xavier.
4 22	b	8	Lundi	CONCEPTION. M. (d'Ob.)
4 22	b	9	Mardi	s. Ambroise, év. doct. 2M (7)
4 21	b†	10	Mercre	De l'Octave. 2M
4 21	b†	11	Jeudi	s. Damase, pape. 2M
4 21	b†	12	Vendre	De l'Octave. M
4 20	r	13	Samedi	ste. Lucie, vierge et mart. 2M
4 20	vl*	14	DIM.	3e. M
4 20	b	15	Lundi	Octave de la Conception. M
4 20	r†	16	Mardi	s. Eusèbe de Verceil, év. m. M
4 19	vl†	17	Mercre	*Jeûne*, 4 *Temps*. (Antienne O.)
4 19	vl†	18	Jeudi	
4 19	vl†	19	Vendre	*Jeûne*, 4 *Temps*.
4 19	vl†	20	Samedi	*Jeûne*, 4 *Ts*. Mém. Vig. à la Messe.
4 19	vl*	21	DIM.	4e. sol. s. Thomas, ap.
4 19	r	22	Lundi	s. Thomas, ap. M (d'hier)
4 19	vl†	23	Mardi	
4 19	vl	24	Mercre	*Jeûne* de la Vigile.
4 19	b	25	Jeudi	**NOEL**, (*Fête d'Obligation.*)
4 20	r	26	Vendre	s. Etienne, 1 mart. M (de dév.)
4 20	b	27	Samedi	s. Jean, ap. évang 2M (de dév.)
4 20	r	28	DIM.	*Dom. Vac.* ss Innocents, m. 3M
4 20	r	29	Lundi	s. Thomas de Cantorbéry, évêque, martyr. [4M. (semi-double.)
4 21	b	30	Mardi	Du Dim. dans l'Oct. 4M (semi-double.)
4 21	b	31	Mercre	s. Sylvestre, pape. 4M