

Three Rivers

January Term 1821.

Court of Kings Bench. Three Rivers.

The Court opened on Wednesday the 10th January 1821. in presence, Mr Justice Bowen and Mr Justice Bedard - I arrived at Three Rivers at 6 o'clock in the evening of that day -

Thursday 11th Jan^y. 1821.

Present
Justices Reid & Bowen

Mr Bedard having obtained leave to go to Quebec on his private affairs, did not attend -

No. 258.

Dumoulin
Baby -
Baby opp^d

On Rule obtained by the Defend^t and Oppos^t on the the Sheriff to shew Cause, why he should not make his return to the writ of Vend. exp. in this cause, and also of the opposition afdⁿ d'annuller made by the Def^t to the sale of the Lands & Tenements seized and taken in execution by the said Sheriff, which had been lodged and deposited with the S^r Sheriff.

The Sheriff filed his reasons in writing to the said Rule, stating that he was ready to make his return to the said writ of Vend. Exp. - but that he had not received the opposition afdⁿ d'annuller offered to be made by the said Defend^t to the sale of the Lands & Tenements in question, nor was he bound to receive the same, as it came too late, and was by law inadmissible after the issuing of the said writ -

Mr Verina for Defend^t - contended that reasons offered
by the Sheriff were insufficient, as the opposition was in
time if made 15 days before the Sale of lands & Tenements
whether that sale were effected under writ of Ex. fa. or Vain.
exp. -

Anderson
Voiseux - }

On evocation from the Provincial Court, from
reason of incompetence in the Judge of that Court -
Over to Saturday 13th for proof

No. 3
Olivia Larue
Th^o Coffin v. al. }

On action ag^t Defend^t as Commissioners for
building a Gaol in the district of Three Rivers - for
work done by Pluff as a Mason, under Contract
wth Defend^t -

Plea of Sup. only 2 Com. Sued, whereas the law
enacts three with the Authority -

Ans^r: 2 are authorised to make contracts & do every necessary
act for effecting the building - 2 here have contracts, and
upon this Contract are liable to be sued -

Friday 12th Jan'y 1821 -

Lemaitre
or
Vigneau }

On Plff's mo. to re-examine Defend. on his
Summent decision -

Postwork for Defd. Defend. already examd. first day
of this Term on Sum. decis. & cannot be ex. a second time -
And besides all the Interrogatories now proposed have been
sufficiently answered by Defend. - If Defend. can be examd
twice - he may examd. at all times as it suits the adverse
party -

Verina for Plff. - this proceeds ought to be granted according
to the state of instruction in q^t the Cause is - it may be granted
upon one part of the Cause at one time, and upon another
part at another time - here Defd. was examd. only as to one
part, & by this the Plff cannot be precluded ~~by~~ to examine
him on another -

N^o 147
Paradis
Hear - }

On Defend. mo. for stay of Judg. on Verdict &
a new trial -

Postwork for Defd. Verina for. irregularly sued out - it issued
on 22^d Sept. the order granting it was made on the 23^d Sept
Dugdale. p. 57. 54 -

Verina for Plff. - all irregularity waived by Defend. appearing
to strike the Jury, sat trial to defend Cause -

N^o 89
Prime
Dèveau }

Action ex Empto - to be put in poss. of land sold by
Defend. to Plff. -

Verina for Defd. - The Defd. made a sufficient deed of
sale of the land to Plff, which was sufficient to enable him
to

to enter upon and take poss. of land, and as he shows
no impediment in this respect, nor has ever done any act
towards taking this possⁿ - he cannot maintain his action
as Deft. Poth. Vent. 313 - 314 - Prop^r. 202 also 199.261 -

Porter v. Peck - The deed of sale not a sufficient
tradition - & every seller bound to deliver - Plaintiff as Deft^r
who if he would not deliver - has put him on demeanor -

No. 162

Baby }
Morissette }

Action for non-delivery of logs on contract -
Ten^r. for Deft^r - action not of a Com. nature
Proof not suff^t -

No. 167

Baby }
Cloutier }

Similar Case - Defense

No. 169

Baby }
Beausoleil }

Similar Case & defense -

No. 171

Baby }
Provaniche & }
Nillebrun }
E Contra }

Similar Case & defense -
Incidental demands for wood furnished
beyond contract -

No 241

Sills

Tilton

}

Action Petition

Defend. states - that he possess the land, but not in his own name, nor on his own acct. but as Tutor to one ~~Harriet~~^{Harriet} Chamberlin her at Law of one Timothy Chamberlin the original grantee of the Lot - That not being sued as Tutor he is unable to defend the action or bring forward the rights of said Harriet Chamberlin

Plff. replies - That Defend. is not Tutor - That he states his appointment of Tutor to have been made in the State of Vermont, under wh. he cannot claim any real estate in this Province - That land has been already sold by Deed to one Mr Donald - was purchased by Plff on another Deed - and that Mr Harriet Chamberlin as her of her father has no right in the land - and being an alien can claim none -

Saturday 13th Jan'y 1821

N^o 152

Dubuc }
Lacroix }

Action en sup. de biens -
Hearg ex parte -
To see evidence -

N^o 42

Enn. }
Bastien }

Action of Debt on Notarial Obligation
transferred to Plaintiff

For the Def^t - There was no ~~transfer~~ ^{transfer of the} assignment
of the obligation made to Defend^t before bringing
the action which was necessary to seize the Plaintiff
of the right -

N^o 45

Ross. - }
Cossard }
Babyoff }

On opposition afin de dis train -

For the Opp^t. on 12 Nov. 1819 the Opp^t.
sold a lot of land with farming utensils &
Cattle thereon, of latter were valued at £500 -
On 14 Jan'y 1820 the Defend^t. unable to pay re-sold
these Cattle & utensils & made delivery back to Opp^t. -
On 25 Feb'y. 1820 a Seizure was made of same Cattle as
being the property of Defend^t. and in his possession. under
Judgt. rendered in this Cause 28 Jan'y 1820 - The property
was then duly vented in Opp^t. see Poth. Prop. 195. 218 -
239 - & 243 - Domat. liv. 3 -

Off the re-sale was fraudulent - Cattle never out of possⁿ of
Def^t. - no proof of identity of cattle seized & claimed -

N. 18

Goude
Duvall

Action de demande en Legitime —

Vezina for Puff. — The Puff, as heir of his mother, and as holding the rights of three Co-heirs is entitled to claim of Defendant his legitime in her Succession from the Defendant who held all the Estate left by her under Donation —

For. The action irregular & premature — as Puff is in possession of a part of the Estate of his late Mother, the value of which has not been ascertained so as to show whether he has not been for his full legitime — the action ought to have been en supplement de legitime — Puff does not prove he is legitimate Child of late. — Vachon. — There should have been a partage first had of the Succ. before bringing this action — That the Puff not entitled to claim under the transfer made to him by his Co-heirs, as at the time the said late — Vachon, their mother, was alive, and had not confirmed the same —

N. 62

Baraille
Griard

Action for money lent.

See answers of Def. on facts said — how far interest is admitted to be due —

Monday 15th Jan 1821.

N^o 254

Labbe. —
Boudreau. }
Appos^t. —

on rule to hom. Report of Distribuⁿ

Verina. for adjudication claims that the amount of Dower in the land in favor of Children of Boudreau should be retained by Purchaser —

over till to morrow —

N^o 64.

Bourbeau
Leblanc —

On Defd^s mo. to dismiss action —

Verina for Plff. The Defd^s prayed to be put out of the Cause in consequence of his disavowing act of his wife upon this mo. no Judg. entered — Plff now moves for a Rule on Defend^s to shew Cause to morrow why they should not a Judg. on the declaration of Defend^s and Plff allowed to proceed — ordered to be inserted on Roll to morrow —

N^o 105.

Wurtile. —
Lerville —

on Defd^s mo. to dismiss action. —

Verina — puts cause on Roll d' Enquie —

N^o 129.

Toupin. —
Marchand —

On Plff^s mo. to amend his declⁿ without pay^t. of Costs —

N^o 157.

Cressi. —
Chapiron.
Alexandre, G^{at}
Carmel. Arr. G^{at}

on hearing on pleadings between Garant & Arrien. Garant —

Ton. for Garant — That is the order Garant is bound to take the fact & cause of Garant —

Lafrenoye fu. Ar. G. not bound to take fait & Cause of Galt
that by the deed of Sale of 9 Oct 1816 from Ar. G. to Galt - and by
Concession to a Galt. 3 Nov. 1809 - from the Seign^{or} on g^h no exhibition
of Title can be required, as the Seign^{or} have had comm^o. of the title
g^t. they gave -

N^o 3.

Anderson
Voiseux }

an cause waqued from
Hon^{or}. fu Pl^{aintiff} - action fu c^oste part de reparation fu a
a public bridge, by the Pl^{aintiff} as Inspect^{or} under P. Verbal
of 4 Oct. 1799 and act of reparation - Def^{endant} admits sig. of sous-voies

Vexine. fu Def^{endant} - objects that Pl^{aintiff} has made no proof - of
the capacity of this being Inspect^{or} - That the reparation
is informal & insufficient as all the persons bound are not
included in it - because bridge made without previous
estimation by gens experts - Sous-voies cannot put a value in
money what ought to be furnished in natur - this is reg^d. by law
as well as by P. V. of Grand Voies - That the reparation gives an
alternative to give 2^d. of emplacement, or a days labor - but here the
Pl^{aintiff} has caused bridge to be made at a certain expence, and now claims
money only -

Les. Baucher Newville w^o fu Pl^{aintiff}. That Capt. Cartwright
possesses 2 emplacements in same enclosure within the Town -

Dumoulin
Baby }

The Sheriff having returned writ - Rule discharged

Larrie.
Coffinval }

Defenses en droit & except^{ions} dismissed

Paradis
Hay. }

Defend^{ant} mo. dismissed & Judge fu Pl^{aintiff} on Verdict

Prince.
+
Diveau. } action dismissed

Baby
Cloutier } Judge in Plff \$50

Baby
+
Beausoleil } Judge in Plff

Baby
Villembrun } Judge in Plff - Incidental demand dismissed
+
E. Contra }

Emo.
+
Bastien - } Action dismissed, variance between date of obligation
and that stated in the act of transport.

Ross
Cossier
and
Baby. Opp^t } Opposition dismissed

Boucher
+
Lafresniere } Report of Arbitrators confirmed -
+
E. Contra }

Tuesday 16th January 1821. ce ...

N^o 7

Detain
Lemai

on Def^d. mo. to extend delay for calling in his Gar. form. —
Delay granted to 26th.

Lemaire,
Vigneau

Rule discharged. —

N^o 239

Noisem
Shiller

Rule for hom. of Report — no oppⁿ

N^o 64

Douchaine
Leblanc

On rule, that Def^d. be discharged from the action, as he
dis avows his wife, and refuses to support her in her defence —
Verina for Plff. mo. irregular —

N^o 258.

Dumoulin
Daby.

On rule that Plff be held to answer to oppⁿ in l'annullement
returned by Sheriff

Safresnaye for Plff. — No oppⁿ has been returned, and not obliged
to take notice of papers filed wth Sheriff —

Rule disch^d

N^o 48.

Houde
Duval aux

On question whether the transfer of rights of succession of a
living person is valid —

Verina for Plff. cites Dec. de Droit. v^e stipulation — Domat is
of same opinion. liv. 1. tit. 1. Sec. 4. art. 20 — des Conventions. —
Pothier, Vente. N^o 525. 526. 527. — Poth. Obl. N^o 132. —

M^r Tonnancour for Def^d. denies that such transfer can be made

Polk. Dec. p. 78. & Bouy p. 909. art. 35 -
Duvost. v. Venti. p. 800. N^o 24. - refers to Brodeau sur Louet -
That the act of transfer being null in limine could not be
confirmed or rendered valid by a subsequent consent of the mother
of Plff -

N^o 76
Proulx }
Cottrell. } over till to morrow

Wednesday 17th Jan^y 1821.

N^o 64.
Dourbeaux }
Leblancus } On rule obt^d by Plff to proceed ex parte

N^o 76
Proulx. }
Cottrell. } action by Seign^r. for ex lib^{is} of title -
D^{on} just. Defenses are found en droit - not suff^r alleged in the
declaration to entitle Plff to this action - time allowed
for ex lib^{is} is 20 days - not alleged that Defend^r. has possessed for
these 20 days, - cites Ursulines, re Furrers - & Same v Belmar
in 1812 - Causes dismissed from want of this allegation, altho'
Def^s were in default -

Verdict in Plff. Ex lib^{is} due immediately by Tenant on
takes possⁿ the fine due only at end of 20 days - That declarⁿ
sufficiently states the time Defend^r has been in possession - by
reference to the délai de la Contumace -

Thursday 18th Jan^y 1821—

Enquete Day.

Friday 19th Jan^y 1821—

Saturday 20th Jan^y 1821—

^{N^o 76.}
Proulx
Cottrell

Defence in droit de muni.

^{N^o 64}
Bourbeau
v Beauchamp
Leblanc dep

application of Dep^t. to be put out of case discharged—

Sills.
v
Tilton

Intutor —

Anderson
v
Nois cur

Judge — for Plt^t — on repartition of sous-voies

Anderson
v
Cottrell

de — de

Baillie
v
Girard

Judge for Plt^t. re interest from 1 Jan^y 1820

Proulx
Cottrell

note for proof —

N^o 32.

Alex^r. Hart
De Daudette
De Forester
adjudicataire

Over to Monday —

N^o 254.

Tonnancour.
Labbe
Oppos^t

On rule by the adjudicataire as to down

Larrie
Coffin dal

action by Plff. for work done in mason in building
a prison — Final hear^g on merits —

Virginia for Dep^t. At contest between parties —
only to ascertain whether the toisage is correct — by contract
only 57. stipulated for the cut-stone, whereas 7/8 is demanded
for the cornices —

Tonnancour for Plff. — the cornices were not included in
the contract, but were made afterwards —

N^o 2A

Borapa
Judah

action for fees. as att^y —

Final hearing —

Con^t. for Plff. files exhibit as to returns charged. &
asked for balance —

Notes for Dep^t —

N^o 103
Atter
Draper }

action on obligation —
Noth's s^c —

N^o 281
Lemair
+
Vigneau }

action on sale of planks & boards —
Verina for Plff. contends that there is proof to
maintain the action. —

Bestwick - for Def^t. no proof to support of action

N^o 6
Filion
Remoyzi }

action for alimnts. — Default at Def^t —

N^o 14
Garcen
+
Garcen }

action to rescind deed of Donation —

Dadeau & L
Syndic
+
Pr. Nois up }

On revocation from the Provincial Court, from
intent in the deed —
over to Norway —

Monday 22. Jan'y. 1821. —

N^o 281.
Lemaire
vs
Vigneau — }

action dismissed. — serment decisoire. —

N^o 48.
Houde
+
Duval — }

Interloc.

Larrie
Coffin — }

Interloc. to estimate value of work —

N^o 137

Berthelot
vs
Fraser. — }

On Defend^t mo. to shew cause why Cause should not be struck from the Role de droit, as Plff has not answered to the serment decisoire defined to him by J^{ge} Tonnancour for Plff. The Plff is absent from the Province and cannot answer. —

Delib. —

N^o 66

Pennoyer
+
Voyer — }

On action on case for recovery of monies due to Plff, for monies paid, & for work done by him to Defend^t.

Vozier for Plff. Defend^t A. P. Luch. A. P. Plff by Default sold his property, without having given credit to Plff for monies she had rec^d action to recover back this money — also a demand for services rendered to Defend^t by Plff — and also damages for having sold Plff's property without having credited her for sums she had rec^d —

Boschuis for Defend^t has made a defenses en droit which calls in question the right regularity of the action — and the amount of the monies of Plff allleges ought to have been credited

credited to him, ought not to be demanded by the conclusions
to be paid to him, but that it should be imputed as the debt
of the recovered of Plaintiff by Defendant on his debt.
On the count for work & labor - Defendant has pleaded prescription
of some years - but on this count there is no proof - only of the
handwriting of some persons to accounts -

The Plaintiff files 2 receipts exhib. N^o 14 & 17, from Mr Vondervelden
of which were not credited on the debt - rendered as Plaintiff - but these
monies being paid previous to the transaction of 22 Jan'y 1808
between the parties, & must be presumed to have been included
therein - Exhib. N^o 24. contains a pay^t of \$50 by Plaintiff to one
Doc. Voyer - but no authority shown for pay^t of this money to Voyer
Exh. N^o 25. an aut. between Plaintiff & Messrs Lister & Marrough in which there
is a charge of \$24. to Vondervelden - this pay^t appears added to
aut. after date ~~at~~ ^{was} signed - this pay^t is in 1807 - previous to
transaction between parties in 1808 - The Plaintiff was agent of Mr
Vondervelden, and sold lands for him, exhib. N^o 18 shows sale made
by Plaintiff to one Clarke in which date V - intervened rec^d. a sum of
money on that sale - contract dated in Jan'y 1808 - prior to above
transaction - the exhib. N^o 19 to 23 incl^{ud}. are all conditional receipts
for money & no proof of any pay^t having been made -

On third count in regard of damages, no proof of damages -
concluded by stating 6 points on which Plaintiff ought to be dismissed -

Verdict for Plaintiff - Exhib. N^o 23. deed of sale of land by Plaintiff to one
John Spencer, by Mr Vondervelden becomes a party & accepts pay^t of
money by Spencer to him on aut. of Plaintiff - Exhib. N^o 19. similar
sale by Mr V - receives the amount - Exhib. N^o 20 - similar sale
refers also to other deeds filed -

That Defendant has not pleaded any kind of prescription as Plaintiff demands
and if he had, it could not apply, as Plaintiff acts under written authority
of state N^o V - refers to proof adduced -

N^o 82

Alex^r Haas
Baudette
Purchaser Interv^s

on rule to show cause why there should be a
folle enchere. —

Rule disch^d on payt^l. forth. —

N^o 60

Dion
Baby —

action on Pay Note for £50 —

Verina: Plff is called Ion, whereas he is known
by name of Dionne — ought to have stated himself alieu duty

N^o 35.

Bail
Baby —

action for contract by of Plff agreed to furnish
a certain quantity of Logs to Defnd^t —

Verina for Def^t — no such contract as that stated in
declaration — the words cent, not cont? in it, but
cent — which are not conformable to demand — proof
of delivery not made out — the Cutler ought to have been
produced — the paper filed, called a Cutler's bill, is of no
validity, it proves nothing between the parties in this cause —
The billets ought to have been delivered and received at the boom
in the river, where Plff was bound to deliver them — no proof of
this delivery —

Safesmay for Plff — The contents of contract show how many
were contracted for — That proof of delivery is complete —

N^o 32

Mazarette
Baby —

action for £20.5 for logs deliv^d under contract —

Verina for Def^t — no proof of delivery at the place stipulated —
no can evidence of Cutler's bill be admitted — The only quantity
deliv^d was by this bill is 317 instead of 500 — The Defnd^t never agreed
to take Culls, nor logs of a lesser dimension than that stated in the
contract —

N^o 262
M. Hart
Jas. Forcier }

action on obligation transferred to Plffs -

Plff moved to annul loan pay^t Harts -

N^o 79
Champlain
Pichette }

action of voie de fait. In taking away Plff's horse - for
restitution of the horse -

Tommancon for Def^t - The debt not mounted - The proof shows
that the Plff sold his horse to the Def^t for ready money -

Verina for Plff. The sale here was not complete as it was for ready
money, and the horse was carried off before money paid. -

N^o 43
Badeaux & al
Noisieux - }

action on acte de repartition - in coll^g part. preparis & French

N^o 10
Chenev
Guin }

action on promissory note indorsed

Tuesday 23rd Jan^y 1821

Champlain
Pichette }

Just^{ice}

Mazarelle
Babey + }

Just^{ice}

Baril
Babey }

Just^{ice} -

Leon
Babey }

Just^{ice}

Sills
Tilton

On Rule on Defend^t to intervene as Tutor
Defend^t app^t —

N^o 139

The King ex
rel. Jos. Lavallée
vs Hugh Heneys
at Justices

On Certiorare — an Indict^t by Justices under St.
Geo. 3. ch. giving jurisdiction to extent of £10. 3. 4

On rule obtained by Def^t to shew cause why the
Conviction should not to be quashed

Verina for Jos. Lavallée, the Defend^t — The Defend^t
has been illegally condemned by the Justices, they had no
jurisdiction over the object in contest — Defend^t condemned
as caution to pay a sum of £3. 3. — as value of an ox, of
he had promised to pay to one & by Indict^t of

4. May Defend^t was condemned to pay the sum demanded —

This not an action of debt under the Statute — but the cautionnement
of a third person —

Tonnancour for Justices contends that Indict^t is regular
within competence of the Justices —

N^o 94
Soutras
vs
Poulte

action by Pl^{ff} as Curator for Dec^d of late Moreau
to recover sundry effects belonging to him of & have
come to hands of Defend^t —

Verina for Pl^{ff} — conclusions of demand is to render acc^t
or to restore the effects in question, or pay their value — The
evidence before the Court shews that Defend^t came into the possession
of Def^d by purchase from a squaw who lived wth the decedent
who was kept in a state of intoxication by Defend^t

Tonn^r for Defend^t — The present is an action of account, of & is
irregular — there was no administration of the property of the
decedent

deceased by Defend^t. nor is any statement in the declaration
to ground the action in reddition de Comptes — Poth. Ob. p. 113
Proc. Civ. p. 180 — ch. 2 — 2 Papon p. 517 — Reddition de Comptes does
not apply in this case —

The goods in question were purchased at the place where the
traffic of the goods in that place as in a public market place —
in q^r. can sale is good even against the real owner — That the
goods to the extent moved are not of a value to come within the
competence of this Court. —

N^o 31

Paris
Bäby

action ~~on Contract~~ ^{sale} for delivery of Goods ~~effects~~ & depts

Verdict for Def^t. Plff. has not made legal & suff. proof of
his demand — no delivery proved to Defend^t. The acknowledgment
of the agent cannot be admitted as suff. evidence of the principal
the agent's purpose ought to have been proved — this not an action
of commercial nature, and a writing was necessary to prove the
authority of the agent — own for hears Plff on oath 26th inst

N^o 64

Toupin
&
Coupin

action of acc^t. against Defend^t. who had been Tutor of the
~~Plff~~

Verdict for Plff. concludes that he have Lvd^t. on acc^t
rendered wth Court — discontinues part of his demand
That Defend^t. has put in demurrer by the protest made at law
Postwick for Def^t. Defend^t. ought to have his Court as nothing
is proved against him —

N^o 75

Gordon
Lamarie

action of debt, for bal^{ce} of Contract of sale & obligation —
Postwick for Def^t. No proof of death of the father
of

Wednesday 24th Jan'y 1821

N^o 241
Sills. }
" }
Tilton }
Tilton h^o }
Tilton h^o }

on Petition of Intervening party to be authorized
by an act of an assemblée des p^{ar}ties to defend the
present action —

Dorwick for Pl^{ef}, contends that application is
irregular & cannot be admitted —

Thursday 25th Jan'y. 1821 —

N^o 64.
Toupin. }
Toupin. }

Judgt. — on aut. rendered —

N^o 139.
Dom. Rep. }
" }
H. Heneysal }

On certiorari — Judgt. of Justices. quashed

N^o 75
Gordon. }
" }
Lamare. }

Intulov. for hearing Defend^t — on Serment Judiciaire

N^o 83.
L. G. Eno }
Leblanc. }

Judgt. —

N^o 66.
Pennoyer }
Voyer. }

Judgt. —

N^o 25.

Maugé
Mellor
Tutor on

} action for care and maintenance of a minor
child of ^{Plaintiff} ~~Defendant~~ for 4 years - 1936 15 -

Verina for Defendant objects to the legality of the proof adduced as matters in contest are above 100^{fr} and the case supported only by verbal testimony - It appears that the child was put with Plaintiff on act. of the succession of J^{as} Recourt, but Defendant has nothing of this succ. in his hands, Recourt is still alive, although interdicted - the mother only of the minor is dead - and the Defendant as Tutor can be accountable only for the succession of the mother -

Tonnancour for Plaintiff. The action is of the Tutor of the minor, and must be maintained of him as representing that minor - there was no agreement between the parties to deprive Plaintiff of this action - That it was the duty of the Defendant to have taken a writing if he meant to avail himself of any contract.

N^o 104

Momeny
Maygonce }

} action on obligation, son act. for goods sold by
Plaintiff to Defendant

Lafrenaye for Plaintiff discontinues 2nd part of his action for goods sold - demands Judg. on demand for first Count.

Verina for Defendant - states that Plaintiff has retained in his poss. a certain trunk of property of Defendant. to amount of sum demanded

N^o 152

Baudeau
Gouin - }

} action on transfer of a debt due on deed of
Sale made to Defendant by son Jos. Gamelin
amt. ~~2500~~ interest on 2500 -

Jon^r for Pluff - Defend. pleads pay^t of £30 on acc^t and
also pay^t of three years interest to Mr Gamelin before transport.
Cont^d. till to morrow

N^o 229

Labissoniere
Mongrain

Action for rent & pension viagere -
see report of Experts

N^o 146

Hunter -
Rolette & Co

Action for on transfer of obligation

Verine for Def^d. Rollette - The Pluff has joined
rights of action of^r cannot be main^t - The Cressys made their
obligation to the Rollette, and the Rollette transferred obligation
to Pluff - the Pluff owes both the Rollette & Cressys, for the balance
due on obligⁿ - whereas Rollette can be bound only as the garants
of the Cressys -

Tournamont for Pluff. The transfer of the obligations reserve
the right of Pluff to exercise his right against the Rollette as against
the Cressys the Debitors

N^o 32

Arnoldi.
Bureau.
Bureau.
app^r

Over opposition after d'annulation & a' distraire

Dorbois for Pluff - The opposition is contradictory & insufficient
it contains contradictory conclusions and ought not to be
admitted, nor parties compelled to go to proof thereon -

Verine for App^r. There is no defence in suit to be heard in the
opposⁿ - 2 parties must go to proof

Friday 26th Jan^y 1821

Louther
Oratt } Just-

N^o 104
Montmini
Maypouce } Just-

N^o 32
Arnoldi
Bureau } Order for proof
Bureau

N^o 229.
Salissomine
Monzgrain } Just. hom. report of Experts -

N^o 25⁺
Mauze
Millet } Action dismissed -

Rule of Police - confirmed -

N^o 278
Leblanc
Robitaille } Action for pay^t. of money on contract, & for hom. of Report
of Experts - Puff. demands £78. -

Verina for Dep^t. contends that report is irregular and insufficient
that parties were never called before the Ex^ps. who operates without notice
to them. -

N^o 31
Paris - } The Puff was heard on his serment judiciaire -
Bäby - } Indgt

N^o 117.

Hart. — }
 Probstville }
 Lanouette — }
 Lanouette del

action of Debt an Obligation —

Ton anou for Lanouette, one of the Cautions, obly. states to be 19 July 1819 — the obligation filed appears to be passed before the notaries than those states in Celer —

Mo. to amended

N^o 17

Grandin d'ny }
 Monie }

action of defamation —

Vexina for Plff. — defamation affecting the character of Plff & their family, in saying that their son, one of that family had been being — refers to evidence in Can — cites Demizant. N^o Injure —

Lafresnaye for Def^t. — Plea. not guilty — Plff. have made no proof of damages — not proved that the son is a minor + g^t was necessary to entitle plff. to maintain their action — ~~It~~ was a common report — cite, Peaker Ev. & Blackstone. The words must be spoken of the party who brings action — Domat. p. 218 — The son must be one of the family for whom father brings the action — here the Plff had been absent for two years — There is no malicious motion in Defend^t — he only gave currency to a common report — The arret referred to by Plff, not applicable, as injure had been made to Plff. in that case as well as to their son —

N^o 76.

Prooth }
 Cottrell }

action for exhibition of Titles —

Vexina for Plff, the Defend^t has produced a deed of Exchange but this is only a fraudulent deed between the parties, & Plff has filed a deed between same parties to show it — deed of sale of same day by g^t Gouin sells the lots he rec^d. in exchange from Defend^t to Def^t —

Ton^r. for Def^t. no proof of fraud in this case — The lots & Ventes not due, as there has been no change of possⁿ —

N^o 29.

Noisieux.
Lapierre.
Lapierre Opp.

On oppos^t aux fins d'annuler -

Verina for App^t - The desquessement may be made at any time, even after seizure, upon paying costs up to time -

Delib

N^o 152

Jos: Badeau
P^r Gorin

Confession of Debt -

Baby.
Lacharite

action en Contrat p^r Logo -

Last term, an Interloc^y to Expert to hear W^t & report to Court - nothing done on this side an aut. of expense & as proof is sufficient - Submit to Court -

The action was des cont^e

N^o 15.

Honori Duguay
John Perry

Action p^r 2^d term of pay^t on Deed of Sale of 25 July last. Def. P^r Defend^t pleaded that land was property of minor & was sold by her & her husband before she became of age - By marriage Contract all their property were ameublis & by virtue thereof the power to sell this land was vested in husband - Poth. Vente N^o 280.

Verina for Dep^t - The Puff^t was & still is a minor, as well at time of sale, as at time of bringing the action - The stipulation in the mar. Contract of Puff^t is of none effect, as the father was not authorized to enter into the stipulation of alienation of minor's real estate unless to the extent of the 3. of the real estate to make up ~~at the extent~~ of what the other conjoint had brot. into the Community. Poth. Com^t N^o 294.

cont^e till to morrow

N^o 294

N^o 43.

Madieu sal.
N^o 43
Voisins

Action for grant of repartition towards repairing
Church — Jan 20. 19. 5 —

Con^{rs} for Def^{de} — That at the time of the home, of the act
of repartition, there were no Commissioners legally app^{nt} — in
July 1818 — That Sir John C. Sherbrooke was then Gov. in power
no sub. Comm^{rs} —
over till tomorrow

Hunter.
Rohette.
Cressy.

An Plea of exc^{us}. in Court pleaded by Def^{nds}
Cressy, that they are joined in the action with the other
Def^{nds} Rohette in an action in q^{ue} they ought not to
be joined —

Con^{rs} for Pl^{ff}. The Def^{nds} Cressy, cannot complain if others
have been called in to participate in the Dis^{demanded} by Pl^{ff}.

Saturday 27ⁿ Jan^y 1821

N^o 46
Booths.
Cottrell

Judg^{mt} for Pl^{ff}, for Loos & Ventes as demanded

278
Leblanc
Robitaille

Report of Experts set aside —

N^o 29
Voisins
Lapierre
Lapierre

Opposition dismissed wth costs —

N^o 165

Baby. }
St. Pierre }

action on Contract for Sale of Logs - breach of
Contract & damages -

Def^d in default - Pl^{ff} prays Jud^t on evidence
adduced -

There were several other Causes of Mr Baby's, in
which Def^ds made default, and in gth Pl^{ff} moved
for Judgement on the evidence before the Court. -

Hunter }
Rolette, & }
Gressi, & al }

The Pl^{ff}'s counsel cited two Cases in gth a
part of Pl^{ff}'s demand -

Burns & al }
Trustees of Common }
Antrobus as }
Ex^{rs} n }

action for £53 - for arrears of rent on four
lots of land belonging to late John Antrobus on the
Common of Three Rivers - also for amt of a Jud^t
rendered by late John Antrobus -

The Cause put on Roll de droit ex parte - there being no
plea - proof made by admission of Def^d - one of lots - no prop
deed lost - may not be entitled to Jud^t for want of proof, but demands
Jud^t for the other three lots -

Monday 29th Jan^y 1821.

Present

Miss^{es} Reid. Bowen & Bedard.

N^o 278.

Leblanc
Robitaille

Judg^t on motion on Record.

N^o 42

Badreau del
Voisang

July 1818

On 24 April 1819, Stat. made to render valid all proceedings
under former Commissions - Repartition made in July 1818
further hearing ordered

Hunter
Rollettes
Cressys

The Court were of opinion that action was irregularly
brought ag^t the Rollettes - but differed in opinion as to the
point, that this ought to discuss the action as to the
Cressys as well as to Rollettes - It was therefore ordered
that the Cause should be re-heard next Term.







