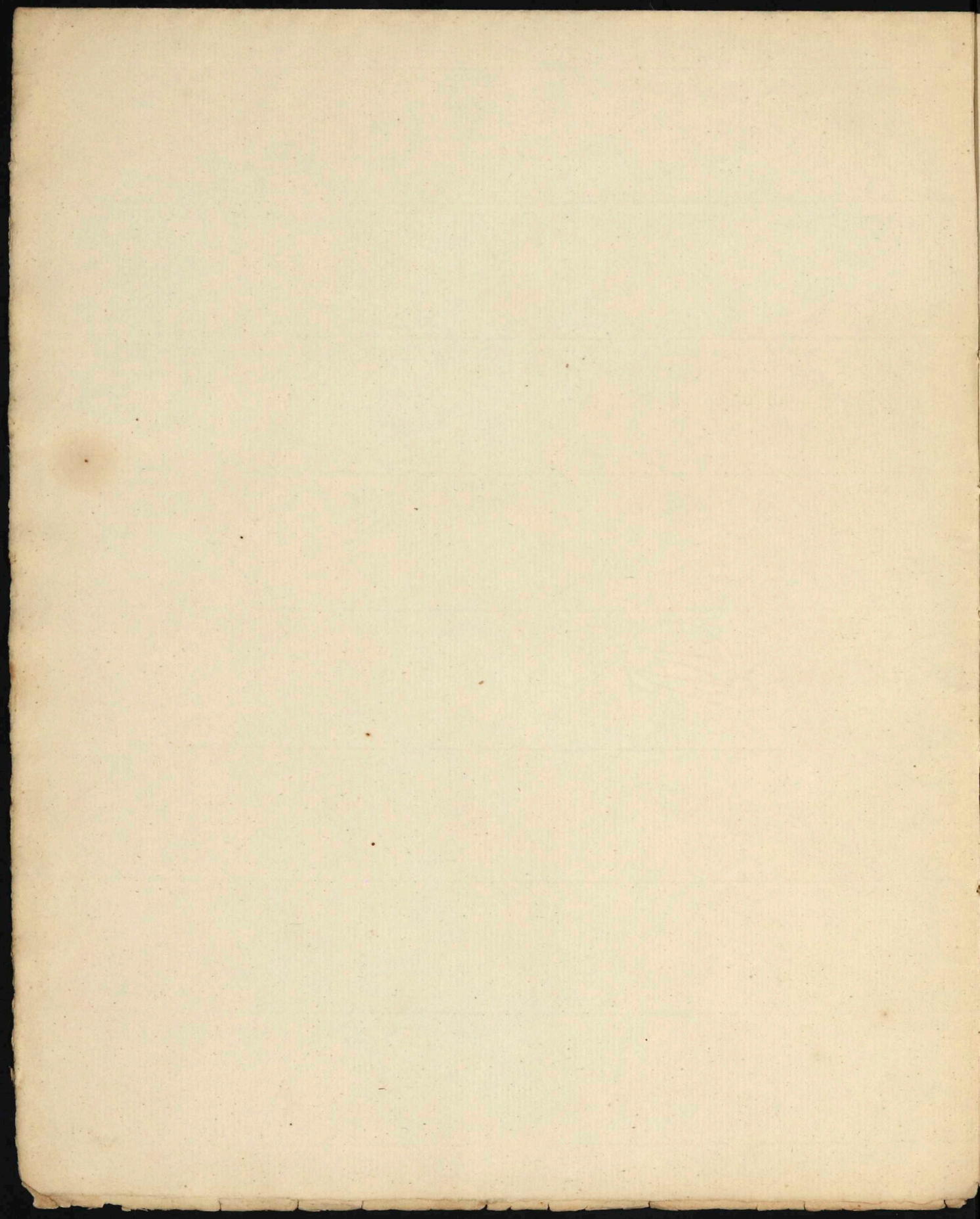


October Term. 1809.

Gendron, v. Auelan

De



October Term. 1809. —

Monday. 2^d October. 1809. —

Present
all the Judges. —

There was no business before the Court except the
ordinary motions. —

Tuesday. 3^d Oct. 1809. —

Present
all the Judges. —

Sarault. —
Marmier. —
Noel & others.
Parents. —

Plff moved for an enquête by witnesses. —

Def^d. objected thereto saying, that the matter in question and
erections made by Def^d. ought to be examined by experts who
are more competent to report thereon & to determine facts than
witnesses. — 1. Pigeau, tit. 2. ch. p 291. —

Plff. objects to Experts, saying, that the facts to be ascertained
ought to be proved by witnesses. —

Labarge dup

Hawes

{ on a p^r note -consents dup. bal. 448^mIn^c Euston.

R. Lewis

{ on promy Note -

Def^r. Objects to proof of Def^r. signature, as being insufficient
 Objects, that p^r. of att^rs to bring action is insufficient, as no proof
 of its execution appears - this obj^r. agreeable to rules of practice -

Plff - Not necessary to prove ex^t. of power of att^rs - the action is
 founded on a p^ry note, & not upon the p^r. of att^rs, & it would have
 required a particular objection to require such proof.

Reynolds

Pells

{ action for goods sold & deliv^d

Plff says, he has made suff^t proof of his demand
 of pay. Judge thereon -

Def^r. denies that Plff agreed to lend in pay^t. of the goods,
 & this agreement proved by Def^r - but Plff afterwards
 changed his opinion & now demands money - & before Plff can
 bring his action for money, he ought to have demanded lend^r. of
 he has never done - Plff. denies agreement - & says, if true I find
 sh^d. have offered the lend^r.

Reynolds

Pells

{ action for goods -

Def^r. says, there is a deduction of £7. 10 to be made

Bonnier
Serpas

On desaveu -

By act before a Notary filed in cause, Plff disavows the action & right of Vigé to institute same in her name - objection that Plff has a curator - named at her request - without interrogation - in law is named a Conseil. voy. Denis art. v^e conseil - That this conseil can do no act nor appear in any suit without the consent & permission of the party at whose instance he is named.

Vigé for Plff -

It appears by petition presented & appointment of the Judge that it was more than a Conseil, that it was really a Curator that was given to her. - That this Curator had a right to exercise all the rights of the party & to institute this action for the support of the Plff. - That the acte of Desaveu was obtained by surprise -

Holland for Desaveu -

Denies surprise -

Wednesday 4th Oct. 1809.

Present
All the Judges.

Kollard Exr

Lariv^r } Just^r
Garant^s }

Bonmier.
Lerrie^r }

Parties admitted to proof of surprise alleged by the
Plff counsel in obtaining the desaveu in question.

Leclercq^s } Just^r
Destreins }

Dumont.
v^r } Dismissed.
Rochou }

Bar^t. Longueuil^m
Charleux^s }

action for lods & ventes on a land in poss. of Def^r
testimony adduced under torture.

Only question on Donation from Lalanne to Papencende proof
that Papencende took possⁿ - therefore lods due - also on the
resiliation of^t was the voluntary act of the party.

1 Arrou. p. 155. 156. 157

3. Guyot. tr. Fiefs. p. 559.

5. Freminville. Prat. des Terriers. p. 782. 783

10708 - ^{the}
Vol. 10. Rep. Sur. - vs. Lods & ventes. To shew, that while the chose
are encheres, the resiliation may be made, but after the sale
has been completed by poss. there can be no resiliation without
lods & ventes thereon -

Ross for Def^t.

Def^t. p^d. his rents & all right to Pl^{ff} & owes nothing to her,
that 200^l. is all he owes, & in q^d he files a receipt. - it is s^d. in
the receipt that it was a compte, but it is a mistake as Def^t
owes no more - at all event prays recourse over art. his Car^t. -

Laroix for Car^t.

No proof of delivery of poss. to Patenaude. The Carant
having always remained in possessⁿ. The retrocession by Patenaude
is for defect of pay^t. in q^d case even if the original sale
had been perfected by delivery, there can be no Lods - There
is no proof of value of article of pension, ^{in donation} upon q^d Court can
give a Judg^t.

Brunel
Fagnan -

One rule to shew cause why paper filed by Pl^{ff} as aut. should
not be taken off the file, as insufficient & Pl^{ff} held by contrainte
pour corps to render an aut. -

Cibard for Def^t. states insufficiency of the aut. rendered, viz^t
that Pl^{ff} instead of the aut. demanded had obtained a Declaration
from Fagnan that he held Pl^{ff} quits of all the monies he had
rec^d. from the succession of the late Lapiere in consideration of the
extraordinary trouble he had & the assistance he had given to Def^t. in

in the suits he had in the Court, & this without any statement of what those services are - but by the reserve in Tappan's declaration, that if Plff was bound to act, he should file an acc^t of his services & an allowance be made him thereon -

Def^t says, that the discharge in question was obtained from him by Plff by force & fraud, & ought not to be produced -

Plff. says, that he has complied with the Interlocutor - that it is not of a nature to carry constraint, but meant merely to balance the demand made by Plff. The ^{is no} action is ~~not~~ to compel Plff to render an acc^t. & if he had even refused to do it no constraint can lie ag^t him - That mere in Cause never asked for the acc^t. & if ordered by Court, was meant to be for benefit of Defend^t - in order to be set off ag^t Plff's demand. -

Plff in this instance cannot

as Soggen & Matt
Radford

{ action for goods sold. -
Plff state proof suff^t - & pray Jud^t -

The proof adduced shows that articles are charged at short price, & that no deduction remains to be made. -

Def^t action wrong brought - over for £75 - proof of pay^t appears for more than £500 - Plff. was only the mandataire of Def^t & as such ought to have brought their action

Thursday 5th October 1809.

Present

All Judges - Ch. Justice excepted

Bonnier
v
Serres

} Mr. Viger having declared that he acquiesced in the desaveu, & that he had no proof to make under the Interloc. of yesterday - The Court dismissed the suit, & condemned Mr. Viger to pay Costs from the time that the desaveu was signified, saving his recourse against the persons who may have employed. -

Johnson
v
Ransell

} action by Plff as Indorsee of Décree -

Ross for Def^t -

Objects to bon filed - can be no action on it by an Indorsee -
Ogden - says, that the bon is negotiable -

Munkeliffors
Dele^r

Friday 6th Oct: 1809.

Ch. Just: absent.

Maqar

Memorandum.

One defendt: motion to prolong return to Com. Rogre

Objected by Plff. that Defendt. has not taken the necessary precaution to ensure the safe return & aft. accidents of loss or otherwise ^{by duplicate} - That the letter from which Mr Gibb the person making the affidavit ought to be filed to show from whence he derived his information - objects that it is only the information of Defendt. to Gibb, not from the London correspondent - That is not alleged that the Commission was executed -

Defendt. in anst. but proof of: can will admit - Defd: at Quebec informs Gibb the Defendt. that he had recd. such letter ~~the letter~~ & if not sufft. prays longer time to get Defd: affidavit & letter - not bound to sue out dup. - not p. for it -

Plff. if Defd. has not shown sufft. diligence, the rule ought to be discharged, saving his right for a new application for a Com. Rogre

Vincent d'Ar

Labonte

Action aft. of Defd: to under act. of succession of the father of mother of Plff: wife & of Defd: ^{father} now in hands of Defd:

Plff. states that Defd: are in possession of all the property of their late father & mother & refuse to render account thereof to Plff. who in right of his wife is entitled to 1/3 of their succession -
Laurens for Defd:

Defd: not heirs of their father - all the property having been left

at time of father's decease on 3. Aug. 1800
in the name of their mother - who rendered Plff an account thereof
which they accepted & received each their share in the division of their father's
Ren. to sue. if father not nec. as never int. into poss. of any part
of his property. -

all Property they hold given ^{to them} by will of their mother ^{decd 2 Aug 1802} who had a right
to do so ~~in~~ she was proprietor thereof.

Objected to this will, that it was made by sign & by geste. but appears that
Testatrix had suff. Intell. at time & understood g^t was said - that she
died about 2 years after she had so made her will, & altho attacked
wth Palsy yet had suff. intelligence to attend to the duties of her religious
& do her ordinary labor. - altho' she had some difficulty in her speech -

Beaubeien for Plff.

That Defend^{ts} represent their mother, who had possessⁿ of all
the property of the Com. after husband's death -

Def^{ts} allege to be prop^r of g^t. they hold in sue. of fr & mother by
Donation ^{3 Jan^y 1787} but cannot be made to prej. of legitim. Enq. de
Légit. - vs Legitim. - Renou^r of Plff. nul. made in life time
of their father & mother - Other lands g^t Def^{ts} hold not included
in the Donation & of g^t. they ought therefore to render an acc^t -
The act now being proved, under g^t. the Def^{ts} claim the estate is nul
as no Donation can be made in this way -

The Test. is nul. made by geste & signe Ch. 1. art. 1. Polh. tit. Testament
For. G^r. Com. -

That testatrix never spoke after making her will, but showed her
intention only by sign -

Object^s to testimony of Mr Gauthier - as inadmissible, being the
Notary who rec^d the will - was instructed of the contents of another

witness brought up a second time to combat the last of these
witness -

Delaporgendiere
Levesque & al

{ On report of Experts -
Plff prays confirmation of report -

Mr Duroche, objects that he was notified to attend the proceedings of the Experts - that Experts were not sworn - named too soon by the Judge & before time elapsed for their being named by the party -

Plff replies - that Duroche has no interest in the object in question - Experts were sworn - Duroche has not pleaded to this point - the heirs only interested - nomination not premature

Mallard
Roi

{ On action to execute a title to Plff of a lot of land sold
by Defd. to Plff -

Ross for Plff. Question whether there is a suff. com. de p-
par écrit - 1. disculpⁿ of lot by Defd^t - 2. conditions
of sale by Defd^t - 3. giving up defd. own title ensaisini to
Plff. - 4. Protest - a g^t Defd. admits, that he had sold the
property - 5. a copy of the same protest filed by Defend^t
which must be considered as a proof, of party producing it -

* no body can be
allotted to come
up their own act
Poth. ob. N. 774

In his obj. to protest by inscrip. of - does not say, that his
answer in that protest was ~~faux~~. not objected to - 6 - one
of Defd's own writs - (Kui) [#] proves that the answer was
truly made & taken down - 7. by test of M^r. Vige Defd^r
is stated to have said 'that he supposed all the money was there' -

Desautel - proves, that Charboillez the Not^r after taking
down Defd's answer read it to him - 9. That Defd^r went next
day to pass the deed -

1. Pigeau. p. 266. 7 The demi-aveu, here is considered as sufft -
In a com. de p. par écrit - here it is stronger, as the Defd^r answer
contains a full acknowledgment of the sale -

Poth. ob. N. 801. - 1. Done.

Defd^r agreed to take £618. instead of £675 stated in Plffs Exhibit N. 1.
This appears by test of writs on the protest, whereby Defd^r -
appears to have admitted that the sum of £618 - then offered
was the sum agreed on, by saying, that all the money
was there -

Rolland for Defd^r

The exhibit N. 1. of Plff. must be taken agt. him, as Defd^r does not now
use it in order to comply with it, but to contradict it - vizt. that the lot
was sold for a lesser sum than £675 - Danty. 2 part. ch. 1. add. p. 52. N. 5. 7. 10
11. 12. & 13. -

Poth. ob. 764. in case of sale, where parties agreed that a deed should
be executed, none has been made - no commitment de p. par écrit.

That Protest is no authentic act - so considered by the Court, as it
may be made by any person, even a bailiff, & sufft. to put party in demer

N. 774 - informal act no com. de p -

Lb. N^o 773. -4

Danty p. Test. ch. 1. part. 2^e

Depositions on the inscripⁿ de faux, cannot be applied to this point, as they were not meant to apply to threats -

Vige' for Defend^t

That the protet cannot serve as a Com. de p. as Def^t was no party thereto, & never signed it - & not binding on him -

The exhib. no 1. not conformable to pretensions of Plff, but contrary thereto - not certain - Plff not named in it, & only three or four words in the handwrit of Def^t -

Refers to authority in Parf. Not. as very pointed - vol. p. 63.
Lb. 1. ch. 14. -

Ross for Plff -

To shew that proof ought to be admitted as to L⁶¹⁸ - cites authority
Poth. Ob. N^o 804 - where no sum was mentioned -

Saturday 7th Oct. 1809. —

Present. —

All the Judges. —

Saraux
Marmier } Intestats
Noel sal }

Berthelot }
Esty — } On Excepⁿ heard on proof under Intestats. —

Winklefoss. }
Delorme. — } On report of Surveyors —
parties consented to it —

Richardson }
Sedue. — } action for recovery of a lot of land in Pliff Seymour —

Defuncte says, that he had leave to settle on land 6 years ago
from late winter, 1804. — poss. since that time, made great
improvements thereon, an va lscie of Pliff & his agents —

Poutre }
Lavoie } On report of Surveyors —
Def^{ct} prays homologⁿ of report —

Pliff objects that line runs through his garden — this not agreeable
to the Intestats. g^t was founded on proof —

Chaboillez
Roi^{re}
Durocher

} action for recovery of money on deed of sale assigned by
Durocher to Plaff.

Defence^t - Action prosecuted without any prior demand - That
Defence^t had delay in part. - That ~~Durocher~~^{Plaff} ~~could~~ not have greater
right than his assignor - [Delay proved by Exhib. N^o 1 filed by Def^t
omission of intent] - [Cite. Poth. Vente No 558 - right to oppose to
Plaff whatever he would have set up agt. Durocher] - speaks of propositions
being accepted - 2^d. letter. Exhib. N^o 2. further delay -

Oblig. 233. delay favourably explained for Debt - Further proof of
delay from g^t. Interrog^s -

That action w^t out demand therefore should be without Costs -
Intent demanded from 1 May 1806 - Intent ought to be only May 1808
the time of enjoyment -

Question for Perreault -

Beard for Durocher -

That transport not necessary to be signified before summons -
That Durocher never gave delay - as to intent given, because the
market had not been established so soon as expected - but the
delay proposed to be given was, that it should be ~~made~~ added
in a clause at the ~~end~~^{bottom} of the deed of sale & on paying Intent
from May 1807 - g^t. conditions were not accepted -

No proof of delay from Durocher's answers to the facts & articles -

That even if Durocher had granted verbally delay to
Def^t -

Defd. it is no bar to Plff. action, nor can the answers of one party on f. & art. be admitted as a proof agt. another
Vice for Defd. in reply. —

The condition of adding the agreement of delay on the minutes of the Decd, was only in favor of Defd. & could not be considered as affecting the promise of delay — answer of a party on delay facts & art cannot be taken as a proof for him — nor can a party change his promise when he pleases, without putting the debita in remissione. — Proposition to pay part in 1809 — action commenced in Oct. 1808 —

Beauprés
Lafleur —

action on sale of Oxen —

Plff. says, he is a dealer in cattle & is part of his trade to buy & sell cattle, & he has proved — that he has proved by with the sale of Oxen in question — & therefore prays Judgt —

Defend^t objects to admissibility of verbal testimony in proof of plffs demand — ^{18 June} Carre. Brownell. v Monarque — Monarque v Lafleur — in q^t proof was rejected —

Hibberson.
Coffin —

action for recovery of monies on Contract —

Plff. prays Judgt. on proofs adduced — Plff now files power of Attorney from Plff —

J.R.R.

Defd^t That he has fulfilled his Contract by providing
the

the porch at the place appointed - refers to testimony
under the Com. Rog^r

The Plff here objects to all the testimony adduced under the
Com. Rog^r as it is to prove a matter not pleaded -
Defend^t having pleaded that he was not bound & his proof
being to show performance -

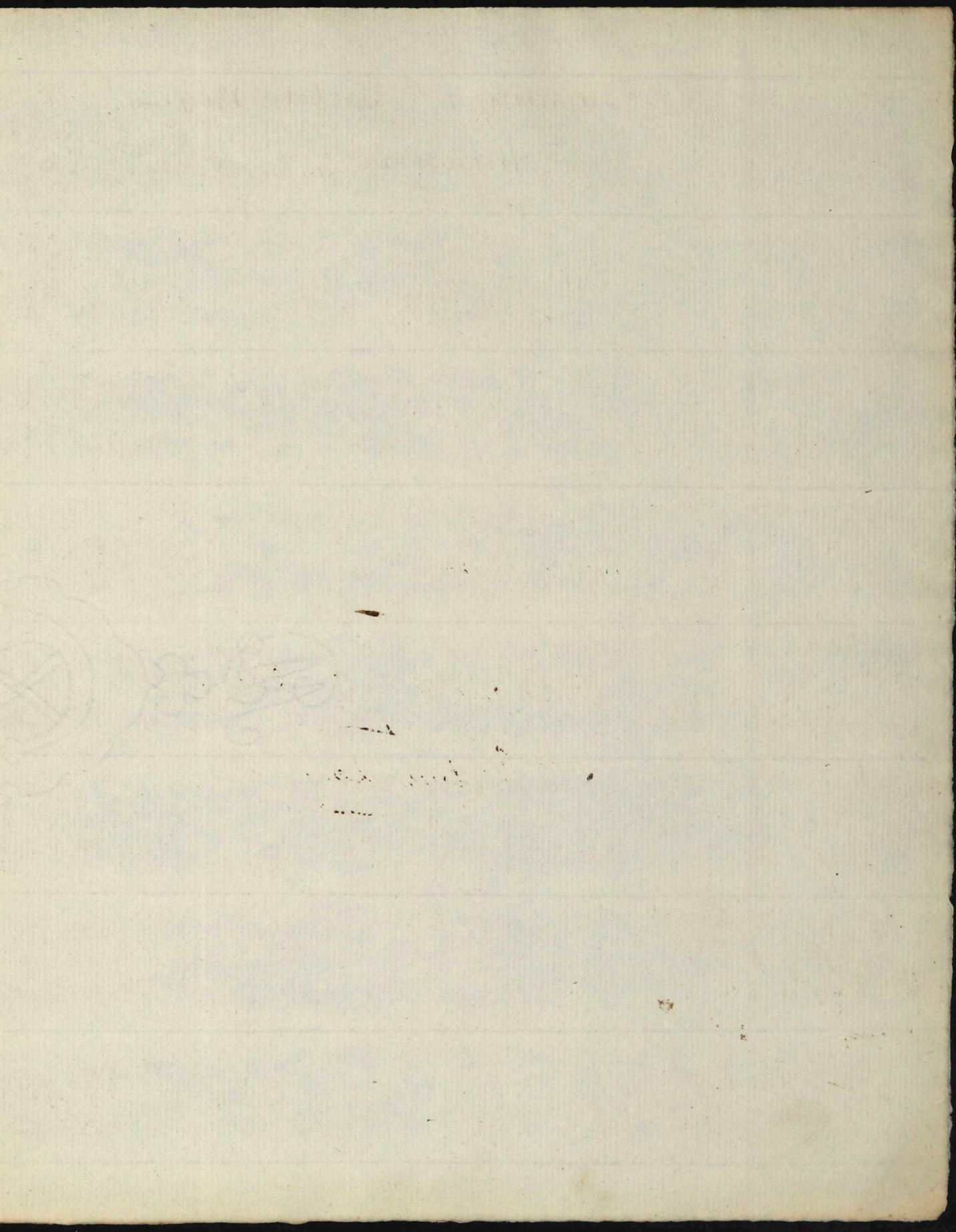
Defend^t says, that Plff has joined in the Com. Rog^r
Just all the ^{action in nature of Indeb^t assumps^t} necessary cross-interrogatories ^{Plff} Com. issued
in vacation - & he would not have the opinion of the Court to
settle the legality of the Indeb^t in chief

Cont^d. to Monday -

Monday 9th Oct 1809
Witness day

Hebert
Carré & Bissonⁿ } Witⁿ questioned -

Richardson
Leduc } ^{Ind^t} -



Tuesday 10th October 1809. —

Witness day.

Wednesday 11th October 1809. —
All the Judges present. —

Mallard. }
Roi — } Verbal proof refused, under the com. de p. of Court would be as insufft —

Porter. }
Marston. } Action petitiōne to obtain possⁿ of land.
Cm. — } Object. that Plff is an alien — Plff born before rebellⁿ in America
came in after peace, renewed his allegiance to the King & got
land —

Grounds under g^h such plea supports alien, no letters of denization, no
naturalized — 1 Bl. Com. 372 — alien born out of King's domⁿ — Plff born
in King's dominions — Halfpay officers reside in America — many other
British Subjects —

see English auth^s

Stuart for Deflt —

No proof on part of Plff — only that he lived in America
before the war — & that he has lived ever since in America — no
proof when born — This living ever since in America constitutes that he
is an alien — allegiance is like a debt due to the Sovereign. the Subject
cannot dissent himself of it without consent of Gov — here King gave
up all his right of all. to America — those who chose to remain were
supposed to become American Subjects — those who did not had a
time to retire into British government — Letters Patent of Crown could
not remove incapacity to take land, & gain upon supptⁿ that he
was a natural born Subject —

Swell — presumption that Plff born a Subject — residence of 7 years
in the Colonies under Stat. Geo. 2^d —

Dark
Davis } on report of Arbiter -
nothing said

Sutherland.
as assignee of Griffin } action for recovery of a ground rent due to Mary Griffin &
Provan } by her assigned to Plff.

✓ The plea - that Mary Griffin was not proprietor - & that they
are troubled - by Lanyon & McCard -

Plff. poss. pay^t to him good - Poth. N^o 467.

Plff. bound to render acc^t. of these rents - if so ought to receive them -
presumpⁿ might be alleged if pay^t not now claimed -

Sol. Gent

Poth. Cont. vents. N^o 41
82. 85. 86. 107
280 -

Defend^t. troubled by Ind^t. in case of Lanyon & McCard -
cites Poth. on Eviction - to show actual eviction not necessary to retain pay^t -
Dom. Cont. Vents. l^{iv}. 1. tit. 2. Sec. 10 - N^o 3. N^o 23

Ross for Plff.

Defend^t. has nothing to say under Ind^t. of McCard; he was no party
not called upon, not disturbed - property not demanded - annual rent
remitted to Griffin by same Ind^t. - and person in poss. entitled to recover
the rents -

Prior
Meyer ✓

} action of damages for absconding from Plff service -

Defend^t. states. That covenant was by Defend^t. father & for
being then a minor & could contract no obligation - Defend^t
altho' of age cannot be bound by acts done by him when minor
about

the Contract, it was his father who became bound to Plff, she
alone is answerable — 1 Pipeau. p. 69 —

Martin } action to render an acct. of the property of the late M^{re} Agnew — whose
Dupré's — } widow married Dupré's son — is now Deft^d in the Cause —

✓ Defend^t says, that they are ready to account — but wish to account
before Practicers, to save time in accounting before Court

Hibberson } Plff moves that Interrog^y & Com. be suppressed — inasmuch they tend
Coffee — } to prove facts not in issue nor pleaded by him — viz. performance
✓ of the contract — Plff consented to the taking out the Commission
still liable to be rejected on motion — 1. Har. Ch. p. 456 —

9 Pol. Gen. The action is assumpsit — on 9th pay^t may be proved —
p. 168 — Bul. N. P. p. 149 — 152. Objection to Com. Rog. too late
after Cause set down for hearing on merits —

The Court were of opinion that Cause being in assumpsit, the
testimony taken under the Com. Rog^e was to be admitted —

4. 2. 6
3. 4. 8
5. 9. 1.
On merits Plff says proof is sufficient & thereon prays judgment —
Defend^t says — he has delev^d the arks according to Contract —

Thursday 12th Oct. 1809

Presents
All the Judges.

Porter. —

Marston
Cm'. —

Plea as to Plff's right to claim lands. rejected —
St. 28. Geo. 3 —

~~Messrs. Duff & Co.~~

~~Lepesqueval~~

~~Just~~

~~as to interest on proper profits of lumbered — to be sent to Ch. J. —~~

Dupreson
Louligny

{ action for having cut down wood on Plff's land —
proof made — Survey ordered — proof now that Deft. has all his
land viz 55 acres from river — wood at end of that of which has been cut

Stuart for Deft.

By law Plff not entitled to bring action — Plff must be in possession
of the Soil — right to coup de bois, carries no right in the Soil. it is a
crime personnel — cannot have an action of trespass — delegating a power
in q^d. Plff has no interest, viz the right to the Soil — q^d. if decided
another action might be brought by the true proprietor —

Action is a possessory action — no title can be looked into — by evidence
Deft. appears to have the better right — in doubt equity ought preponderate
for Deft.

The Surveyor has only measured Deft. land — but ought to have
measured Plff's land also, to ascertain the right to the intermediate
space of ground —

Vice for Plff.

Plff is usufruct - has a right to prevent trespass on his usufruct -
Charles has gone according to the testimony. -

Cuviller
or
Scott -

Indeb. act
action for monies paid -

Def. says - that ^{contract} ~~action~~ an ^{q^d} action is brought was with Plff
defend. one Fraser to deliver timber, therefore Plff cannot
sue Defend. alone - Fraser may have satisfied the Contract, or may
have paid Plff -

Contract not made double. nothing to show that this is a Commercial case -

Plff in reply

Question pleaded already decided - Desruere & Matt - Hebberson v
Coffin - one partner liable for debts of a partnership may be sued for
it - Defend. are partners -

^{ap. 1809}
Marchand. v. Darche - exception was made of agreement not being
double. it was for same object as present Contract -

Def. Contract does not purport to be a partnership Contract,
but made as between Individuals jointly - without reference to
any partnership between them - They have undertaken jointly &
ought to be sued jointly, as one cannot safely answer without the other -

Charron
or
Charron

Action to render acc. of Community between Plff mother & one
of Def. her husband -

Acc. rendered - & Def. made objections, upon ^{q^d} hearing now

Objected by Defend^t. that Experts proceeded without giving notice to him. that they told Defend^t they would proceed at a more distant day & afterwards attended the day following without notice — of this fact he ^{has filed affidavits &} prays to be admitted to make proof —

Plff replies that Defend^t. had 12 days notice of — was sufficient —

Burton
Sheeps-

} action for Revendication for wood cut

Plea - By deed of Con. of Plff. Saym in 1733, oak wood reserved by the Crown - Scott & Co^s have ab^t permission from the Crown to cut down all such timber - Mure & Soliffe employed by them - of Defend^t. one of their agents - of q^d facts he prays he may be admitted to make proof -

Plff. action by Prop^r. for wood cut on his Seigniorie of q^d. he was in possession, & Defend^t. cannot alledge property is in another person than Plff.
N. 108. Poss^r - Poss^r. and Possess^r. may have this action at the Prop^r.
N. 2923. Prop^r. Poss^r. ~~Defend^t~~ property in King he ought to be made a party -

That clause in the commission is a charge, not a reserve. to cultivate & preserve the oak wood, that the King may know where to find it when he wants it, — & when he can get it upon paying for it — That even it were a reserve

Defend^t cannot without previously ascertaining the nature
number of trees to be cut down were previously ascertained
That licence for marks of bolts & joints - not for Oak - ^{Def^t} is the only
wood reserved - that wood should also have been cut down under the
inspection of the Survey of Kings woods - to ascertain the quantity
& kind of wood & where it was to be cut - That quantity is
indefinite, the contract referred to in the licence not being annexed.
That Defend^t are trespassers, as they have used no precaution
in notifying their licence nor demanding the trees they wanted
Sol. Gen^l for Def^t P/14

The Defend^t admit having cut timber on Plaff Leignory
& justify their right under the Kings licence - The Concession
is, à la charge de conserver ^{the oak} the wood - but says nothing of right
of taking the wood at all times, without demand, nor without
paying for it - Dom. p. 22. l. 1. and Port. obl. N^o 98.99. -
Contract not to be extended beyond the words - Def^t ought to have
given notice, ought to have had the assistance of the Survey of Kings
reserves to ascertain the trees to be cut down - The licence extends
only to marks of bolts & joints - no reserve of Pine timber in Bleury Habovois.

Defend^t-

The contract is for marks & Oak timber, & the licence covers
every thing meant in the Contract - Notice not necessary - want
notice cannot alter nature of property - Reservation for the benefit of
the Crown, not to be paid for it ^{if} would be no benefit -

~~Turgeon
Tessier.~~

~~On obligⁿ~~

~~proof heard on presump^t de fait -~~

~~Defend^r says, that he has proved that obligⁿ was passed when~~



cc. Monday 16th Oct. 1809. cc.

~~Secuyer.
Lefavre.~~

~~Judg. dismissing the Cause. - grounded on case Gendron v. Auclair. -
decided in 1798. -~~

~~Boismie Lascelles
Lutherland Cui~~

~~mo. to ex. Def. on fact & arb. -~~

~~Rollin~~

~~Bouthellier~~

~~action on obligⁿ. Ind^t. demand - & lesion d'outr^e mortie^e alleged -
that Def^t. cannot be put in the same situation he was in before
the act, as Def^t. w^d. still be the debtor of Pl^{ff}.~~

~~Testimony adduced not suff^t. double value sh^d. be proved in land, not dom.~~

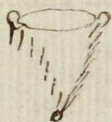
~~Bédard for Def^t. Ind^t. demand not merely founded on lesion d'outr^e mortie^e
but because Def^t. was to have rec^d. 5000^{fr}. for the land from Pl^{ff}. who
agreed to pay this sum to Pl^{ff}. - abandons the plea of lesion -
but attaches himself to plea of pay^t. & Pl^{ff} ought to admit of 5000^{fr}
according to his agreement -~~

viger for Plff. - land sold for its highest price -

Lascelles & Boismier Trial by Jury -

P. Robertson -

The Interv. party ex. on facts & art. before the Jury by consent
depositions of Frans Ducharme, witness ab. to have province real -
proves purchase of goods at 75 ~~advance~~ ^{advance} & cent for 2 years past at Detroit.



Joseph Boyer - his depos. read in same manner -

goods selling 70 to 75 & cent advance may be sold at a profit
in Indian Country & on American soil -

Rosseter Hoyle Clk to Dep. in 1807. In aut. of 1st year ~~of 1807~~ Lascelles made an
agreement w. Dep. for a quantity of Indian goods - goods int. in Invoice
book - refers to Invoice book, in g. Goods are entered - as bought of P. Robertson
to amt of \$415. 18.8 Cts including all charges - & 40 & cent on 1st adv. advance
copy of Invoice not deliv^d. nor entered in any other books - goods were
packed up in bales & trunks - 11 bales & 3 trunks - those in trunks might
amount to \$230 - the keys of g^d wth deliv^d to P^r Lascelles at Montreal.
Goods forwarded to ^{store kept by} Grant as usual to other customers - goods pay^d in 12 mths.
some furs to be sent to Dep. that fall & sent to England to be sold & proceeds
credited to Lascelles - By Ct. control over goods at Lachine by P^r until deliv^d
by J. Grant -

Goods sold to Mr Lascelles alone - nothing of partnership ment^d - usual to
have keys to handle of trunk, but from deprec^d - deliv^d key to party when it could
be done - goods sent to Grant store liable to order & control of person sending
them, until direction given to Mr Grant to deliver them -

Wm Reeves

Clk to Dep. in 1807. was a k. that parcel of goods were laid aside to Mr
Lascelle - goods made up in bales & a part forwarded to Lachine &
marked A.T.B. under Dep^t order - went to other stores to get goods to
complete the P^r ass^tment - g^d goods were included in same bales

Mr Richardson. Knows. Lascelles Plff. - practice w. Plffs house - send goods to Grants store - Partner goes out to see them put on board their own boats to be forwarded to the Upper Country - this may deviate from general practice - that even when Customer picks out his goods lays them aside it is the rule ^{with them} to send the goods to Lachine & see them put on board their boats then - considers risk to commence at Montreal -

John Grant. That W. keeps store at Lachine - in Aug. 1807 recd some goods marked A.L.B. - ~~W. Plff~~ called to enquire of goods sent them for him afterwards refused to deliver them - by order from Dept. goods had been in poss. - about 14 days - storage charged to Dept. Saw Plffs boat there - but goods had been refused by W. before it arrived that he held goods liable to Dept. order - always holds goods liable to the order of the person who sends them to his store - & here the rec^d. the goods wth directions to keep them till further order -

Thos. Finchley. In Aug. 1807. employed by Dept. to cart goods. g^d. h. s. were Mr Lascelles goods, from Montreal to Lachine. under mark A.L.B. - g^d. h. deposited at Mr Grants store -

Michel Dumais. merchant, sends goods to Upper Country - considers risk of such goods to commence from moment goods leave his store -

A. Armour. In habit of selling goods to merchant in Upper Canada - considers the goods at risk of person purchasing from moment they leave his store - that he thinks that the merchant selling his goods in this way & sending them to Lachine has a power over them

Fr^d. Youpin. That he was at Detroit in 1807. at which time Pliff ~~was~~ for
mark of goods addressed to them A L B. was at Lachine where
L. asked for his goods from Mr Grant of Lachine, who refused to
deliver them - That L. had a batteau & men suff^t. to carry off
the goods, but on Mr G's refusal was obliged to go off wth his
boat almost light - That L. was reported as a man doing good
business at Detroit in 1807 -

Pre^{re} Morisseau. one of men hired to go up in Mr L. boat in Aug. 1807 - went
from Lachine to Detroit safely & was p^d by Mr Lascelles -

Aug^t. Berthelot. That in Oct 1807 he rec^d 32 packages of peltries marked A L B.
which belonged to Pliff wth directions to deliver same to Def^t. & to get the
goods he bought of him - That he offered the said peltries to Def^t.
but he refused the goods, saying he should forward the peltries
to England on acc^t of Pliff without Commission -

Protest by Pliff ag^t Def^t - dated 19 Oct. 1809.
offering the 32 bales of Peltries, on receiving the goods. wth Def^t's
answer refusing the goods. -

Here Pliff. closed their evidence

R. Hoyle - No Invoice of goods deliv^d. of ~~good~~ to Pliff. consid. that there was
no delivery wthout such Invaⁿ - former did business wth Lascelles,
no partner - & this year no mention made of a partnership with
Boismin - at a conversation between Lascelles & Def^t. ^{in Sept. 1807} latter p^d.
on

reflection I have determined not to deliver those goods Lusselle
seemed not much disappointed, & said, very well, Mr R - I shall
not to have to pay for them - Then asked for some blankets for
his men which Deft. deliv^d to him - That from q^d passed he
considered the bargain as given up by Mr Lusselle -

Wm. Reeves. says he saw Lusselle come to Mr R's house some time in
end of Aug. & beginning of Sept. that he left the room
& did not hear all the conversation, but on Mr L - going
away, that it was all the same whether he had the goods
or not -

Verdict for Defendant. each party to pay their own costs -

Mar
Dupré's ex

} on action of ass^t for goods sold her
case submitted to arbitrators who made their report. -
to be heard in vacuo -

1. error

McGill
Buntow

} action de bornage of 3 lots in ~~Hampton~~ - Stanbridge

Deft^s says - That Plffs are not in possⁿ of any land adjoining land
of Defend^t Fowler v. Elderkin - & Phelps oppos^t

That right is in the King to bring the action, but not to every individual
under the grants from the King - as the Seignior his neighbours as he
would

By the grant it appears that the boundary lines of the Township have been drawn -

That there has been a bornage of the lots by M. Carly as appears by a plan drawn by him in 1796 -

Beaubien for Plff.

Poth. Prop. No. 324. -

That Plff title is sufficient to entitle them to their action.

Defend^t. does not shew any other person to be in poss. therefore Plff title is suff^t -

Defend^t bound to draw line wth his neighbours - Poth. voisinage. No. 31. -

Demands that line as established by Patent may be verified. Same as line of separation between parties -

That M. Carly's plan is prior to the grant of the Township of Stanfield

Consents that line be drawn agreeable to the titles of the parties -

Defend^t. objects to him of Township not known.



Tuesday 17th Oct. 1809. -

Judge Ogden. absent.



Courtemanche

Beauprés

on report of ^{arbitrators} ~~practitioners~~ -
Plff prays judgment thereon -

Defend^t. says, there are several errors of^t arise from Arbs^t have operated in feb. made their report in Oct -

- | | | | |
|----|----------------------|-----------------------------------|------------------|
| 1. | 2 nd art. | 1 st chap. de dépense. | 460 ⁺ |
| 2. | 5 th art. | do | 500 |
| 3. | 6 th art. | do | 67 |
| 4. | | | |

~~Mallory~~
~~Connolly~~ }

Mallard
Roi —

} on mo. to ex. Def. on facts & arb. —

Def. says, that he cannot be ex^d on fact & arb. — because he has not
761 states enough to obtain a title from Defend^r. inasmuch as it was
part of agreement that an act should be passed before a Notary
which was not done. Obl. N. 767. — That according to authorities
of Fr. parties may retract after being before the Notary even having
signed the act if the same be not completed —

Vice of Counsel for Def^d says, that all that is stated by Plff even if
admitted by Defend^r would not carry with it a sale nor promise
of sale so as to be carried into effect by the Court —

The Plff. replies — that he is entitled to examine Def^d on fact & arb.
and the effect of the proof to be obtained from his oath must be afterwards
applied to the action —

Keese. —
Marchands

} action of trover.

Exception that Plff resides out of the Jurisdiction of this Court
& no attorney authorised to bring suit — Rule of practice requires
power of Att^y — Hobbeson — Coffin such warrant required

Plff — Con of Hobbeson — particulars — capias — This Excp. should have been
made by motion, not by pleading —

Truchon
Truchon } action for Rente & pension -

Def^d - the Donations one died the 29th Sep. & the other 3 days after
but claimed as due at St Michel, which is not the case, as many
of the articles were not then in a situation to be deliv^d to Donors
claims rent from the Imbecille, who things else are fed by
Def^d - No proof made of products of land -

Pliff - By act it is said that the Rente shall begin at St Michel
of is clearly decisive of the Pliff's right -

Fortin
Beigue

} action for wages of Pliff's child
Def^d on Excep^t. says - That in April last an action was
instituted for the same object - q^d was submitted to Arbit^r in
consequence of whose award she discont^d her action -

Lacroix for Pliff. facts not same - sum not same - cannot plead
the chose jugée, as nothing has been judged between them - allowed
to discontinue & therefore had a right to a new action -

Wright
Benedict

} action of damages for detaining a pair of millstones from
Pliff. - q^d he obtained from a third person -

Def^d says he purchased them from a person who had a right
to sell them - viz. one Walker -

Pliff replies that Walker was the hired man of Pliff & would
not sell the stones to Def^d

Castongue-
Labege-

action on Obligⁿ

Def^d. pleads usury to the obligⁿ Defend^t. had purchased
a ^{large} saw mill of one Perry, & in order to pay him applied to Plff for the
money, who demanded, that he, the Plff should obtain the lease in his own
name, & would transfer same to Def^d. in q^t. to transfer Def^d. should
agree to pay him annually a cease of wood of 10 muges - & should
obtain an obligation for his 3000^{fr}. q^t. Defend^t. assented to -
cites -

Plff states, that defend^t. cannot be admitted to make proof
of the obligation, & that there is no usury in the case

Molloy
Connolly

action of assump^t for monies re

Plff moves that bal^{ce} between the parties be settled
by arbitrators. - to obtain this he has shewn suff^t. before
the Court - cites 1 Pigeon. p. 246.

Defend^t - Plff is not entitled to his motion he has gone into
his proof & failed totally in it - & it would be of a dangerous
tendency to send a case of kind before Arbs - there must be
mutual act between the parties & they must be both meret^s
q^t. is not the case here -

Murray } action on prom. note -
Marmier } Plea presumpⁿ - ans: no pres - Note made in France
Country State of Massachusetts - shortly after making note
left that Country, & by law where made entitled to recovery as
presumpⁿ - does not run during his absence -

Proof ordered -

Munnig
Hume & Co

Garant
Guerin -

{ on deed of Sale -

Def^d: pleads pay^t of 676⁺ on acct. of Pl^{ff}, acknowledges
bal^{ce} of 225⁺ to be due - prays that he may be admitted to
proof of the pay^t -

Pl^{ff} objects, that pay^t is merely imaginary & from Def^d's
proceedings it appears he looks for delay -

Henderson & Co

Fraser & Scott

{ action for goods sold
can submit -

Garnsey
Lajore -

{ action for value of 2 Oxen -
Pl^{ff} prays jud^{gt} on proof -

Defend^t says, that facts & act. were never served upon the
Def^d: personally.

Pl^{ff} says, that service is regularly made at Defend^t's domicile
per^t service not requisite. as Defend^t app^r: by his counsel a false

Sutherland
Cuvillier } action for rent on a Constitution.
Defend^t says, that deed to defend^t is void, as it

That Mr. Griffin has sold a property not her own. & that
he is in peril of being ejected from it. etc. Dom. 1st.
That Griffin alleges, merely that he holds a lease - & cannot secure
the property to Def^t - That appeal does not alter case - at all
events ought to operate a suspension of the suit. -

Manson.
Fraser. } action for damages for retaining sundry tools from Plff.
Def^t. says that action sh^d have been instituted in the Inferior
Court, all the articles in question not being worth £10.
No damages proved - Def^t. offered to return the tools but without for.

Stuart.
Archambault
& al. } action on Obligation. -
Defend^t. ^{per Archambault} says, that he does not understand the English language
in which the Obligⁿ is drawn - That it is falsely alleged that
goods & effects were sold & deliv^d. by Plff to Def^t. - whereas he is a poor
habitant who never purchased any thing from Plff.
Def^t. Ch. Archambault - says, he has furnished Math & other wood
on acc^t. of his obligation to amount of about £500. -

That

PMH

That parties ought not to be let in to make any proof of the facts stated by them - Def^t. Ch^r prays that action may be dismissed altho he only alleges pay^t. of a smaller sum than that demanded - no such judg^t. can be given, & no other, not demanded by the party can be given - That Pr^r. Anhambault stating himself to be a debtor is very common & cannot be admitted to prove contrary -

Robitaille
Marchand

On rule to shew Cause why Plff. sh^d. not be allowed to change his arbitrator, by reason of his counseling the opposite party -

Defend^t. says, that Plff affidavit is wholly untrue, & present application ought not to be granted - That Arbit^r. have proceeded & were ready to name a third as they did not coincide in opinion - Expert impeached says he can prove the contrary of what is alleged in the affidavit -

Dutalme
v^r
Cormier.
Pr^r. Gueronte
Intens

Taisee arret on Judg^t.

Gueronte Intervenes & prays that ^{in hands of T. Spier} monies may be paid over to him -
cont^d

(111)

Raimond.
Polonceau.

} On opposⁿ to sale of Defend^t effects by Defend^t -
Bender for Opp^t. That Plffs. Ind^t was about 15 months
ago, for pay^t of q^t. Defend^t agreed to work for Plff - & he has
proved work to amount of £25 - over bal^{ce} of £1. 14. -
Roland for Plff - denies that any part of his Ind^t is
satisfied - That Plff put some silver into Def^t hands to
make into different articles, but that is not yet finished, so
that he is also a debtor to Plff on that acct - Admits
that £1. 16. should be deducted from Ind^t -

King
Deery -

} On rule ap^t. prosecutors of Cert. to shew cause why same
should not be quashed for want of proceedings -

Orge' for Pros: says, that Magistrates are the cause the
papers are not completed, as they have not sent the
necessary documents with their return to the Cantorari. -

Cont^d. till to morrow

Fitzgerald
Holt -

} action to obtain title to lands -
Plff prays he may be admitted to make proof by verbal
testimony of the sale between the parties -

Defend^t says, that there is no com. de p. par count in the cause
& verbal testimony cannot be received

Art
Wassal
D'upré

actor on obligin
Nothing said

Turgeon
Tessier

On Inscrip. en faux.

Bedard. for Def. says, he has made proof suff^t. to set aside the act - That when an act is passed before 2 wit^s they sh^d. both be present during the passing the act - Fact is that Notary & witnesses were not present together at passing the act - wit^s called to reading of the act - The oblig^t drawn by Clk of Plff. & Notary sent^d called to execution of it -

Plff says, that nothing has been proved as^t act. of has been well executed

Wednesday 18th Oct^r
Present
All the Judges.

Wassal
Chas. H. H. H.

James
Ren

On charter party -

Plff claims freight. defend^t says that

Coutelle's
Coltⁿ. —

} action for loss, rents & exhibition of titles —
cont^d —

Cheshire
Jⁿ
Jones —

} action for hire of a farm —
Farm let upon certain conditions to Bazaleel Geary, by
him sublet to Defend^t — ~~the sublease is writing~~ — action
by Defend^t as having possessed the farm — Plff has made
proof of that possession — and that he took that possession
under knowledge of lease

Defend^t — There is no sublease from Geary, as he would not
comply with conditions of lease from Plff to Geary —
Declaration states no occupation of land by Defend^t — proof
of Defend^t poss. for two years — pay^t. of £30 — that is £15.
to Plff by Geary's order & £15. to Geary —

Plff. There is proof of Defend^t's knowledge of lease to Geary under
which Defend^t took possession of the farm —

Barnard

Boimier

} Action for legitime - on 5 Nov. 1804

✓

Defend^r says, that act of 5 Nov. 1804 is a charge onerose
& that it is more ~~a~~ Sale than a Donation - parties are
in dispute respecting the value of the land, - & that the
burden is greater than the produce of the land - the
fact of value ought to be first ascertained, as no legitime
is due

Gaspé

Drumette

} action on promissory notes -

✓

Plea - Prescription - ~~that~~ ^{as to} notes ~~were~~ ^{was} given to Plff
late husband - Plff refers to Com^{rs} & notes therefore property of
husband's heirs - wth Rep^r Plff files parcasse since the
action ^{by g^t the note is given to her} ~~of~~ cannot support it - ^{as to 2^d Act. prescription - Plff} alleges new undertaking
to pay g^t Def^d denies -

Plff. Parcasse gives right to Plff for the note - can only now be
question of Costs - as to prescript proof must be made of the
new undertaking -

Sarault

Pelouceau

Young
Blackwood
& al.
L
Lymes claimt.

On claim of Lymes -

Object. to claim, that it is for a debt due by Cuiviller alone & ought not to be allowed out of effects of partnership of Cuiviller & Co - as partnership property must go to pay partnership debts & vice versa -

Claimt. The creditors of Cuiviller & Co are creditors of Cuiviller alone, & he is bound to pay them -

Haight
Cole -

{ action on promiss note -

Plff prays judgment - action in guarantee ought to be dismissed as note given by him to Defend.

Murdele

Rebou

Rebou opp^t

{ On opp^t: for sale of property seized à la charge de Douane
in favor children.

Plff - Douane Court - in q^t children will have the half of the lot - but opp^t: sh^d have been a fin de distraire, & not a fin de charge - as the question w^d have come regularly before Court - Right to half property cannot be considered as a charge, as the property may be divided - & no charge can remain -

~~Gr. Cent.~~ Gr. Cent. art. 354. Glo. 1. N^o 6

Tit. 16. de Cues. p. 1194. N^o 50. if they seized cannot be divided

the Surgeon may serve as a licitation & whole sold -

Opp^t - Opp^r is made for a right which is not yet open
& which may never exist - & only be at present a charge upon
the property - the children cannot claim any part at present.
art. 249. § 6. 2. n. 19. - Proposes that whole be sold &
one half of money remain in hands of purchaser the interest
whereof to be applied towards pay^t of Def^t's debt in the
meantime -

Beaujeu }
D'Aout } On opp^r for ^{sed} ~~crop~~ on land sold -
2 } Plff opposes that opp^t should be after land was seized -
and if any thing can be all^d. it ought to be without Lab^r -
v. } Opp^t There is no saisie réelle, Opp^t had no kno. of Surgeon -
land is benefited so much. & party ought to be p^d for it -

Cushman }
Smith } action on pr. note - Plff prays h^ust -
Griffith }
Filer - } Defend^t. that notes were granted on usurious considerations
v. } Plff replies that value appears to have been
given for a note -

Foucher.
Robitaille } action to render out of certain tithes rec'd by Defend. on acc^t of Plff.

Plff alleges that he has made proof of desert of parish of St. Fr^s. de Salles for the time, the orders of the bishop & Mr. Roux to make desert. Also that Def^t. accounts to Vauin the other Cure who served the other half of parish - That Defend^t. rec^d. the tithes during time of Plff. desert. at least enough to overpay Def^t. acc^t. of tithes

Defend^t - says -

The legal right to tithes was in Mr. Marchand; to q^u. Def^t. was accountable - Cures are ^{not} immovable, unless legally destituted and Bishops letters cannot destroy right of incumbent to tithes - Right of Plff. aft^r Mr. Marchand's & his representatives. -

Plff. in reply. -

Plff. right founded on same law as Plff. defense, - & Plff. serve to ascertain that he is entitled to receive the tithes -

~~Barnes~~
~~Lebert~~ on Promiss Note -
Defend^r has nothing to say -

~~Blackwood~~
~~Aylwin & Co~~ on rule & in why Ca. Sa. should not issue in satisfaction
of a judgment upon them -

Def^r: 1. Plff does not show suff^t ground to entitle him to Ca. Sa.
that is a transacⁿ. between m & m. for goods & diligence done to discuss
prop^y nothing on face of rule -

2. The original action not such that Plff can obtain the Ca. Sa. on it.
not between merchant & trader, nor for goods sold & delivered - but is
~~not~~ ^{as broker} Def^r, for goods sold by them on acc^t of Plff. - Court is not
a merchant - see v^o - Court in Denicot & Repertoire -

3. Defend^r's property has not been discussed, under rule of this Court
in case of Young v Blackwood, calling on creditors of Def^rs to come
in & take share of his Estate - Currelles house sold & money now
in hands of Sheriff -

4. By an agreement in June last Plff agreed to take 3000 feet oak
timber at 1/3 the greater part of g^d Currelles debt -

Court^y to make a statement in writing of Def^r's defence

~~Hanna~~
~~Jackson~~ on rule to revive instance aft^r heirs of Defend^r -
The mis in cause prop^y ^{is} delay for answering -

Mears. -
Randab. -

Polk. Off.

p 2 ch. 3 -

Nº 201 to 213 -

Don -

} action for sp. ex. of an agreement for sale of land -

Plff. That he was to have $\frac{1}{6}$ of the land upon paying $\frac{1}{6}$ of land purchase & expenses - Defndt. proceeded without giving any intimation of suing out Patent of land or other proceedings - No demand by Defndt. of costs & charges nor Plff. put in default, -

Defndt. The promise to sell is made upon a Condition, that Plff. should advance $\frac{1}{6}$ of purchase money before suing out the letters patent - but no proof that Plff. ever p^d. such costs - on contrary he has failed in the proof of the fact which he attempted by testimony of Shuter - That offers now made by him are insufficient -

Ross for Def^{ts} -

Plff. in his decl. states that he has fulfilled all that he was bound to do, but in proof of this he has failed - evidence of Shuter inadmissible as att^r of party. & what he did was his own act without concurrence of Def^{ts} - Lands in question sold at public sale - conditions of sale well known - Plff. never came forward - Def^{ts} obliged to sell his own prop^y. to raise the money to satisfy the pay^t. of land -

Stewart for Plff.

Shuter has no personal interest, & is a good witness to prove a tender of money - That Defndt. could have compelled Plff. to pay the above costs if he had not found the bargain advantageous -

Henderson & Co.
Diessenback

X

On rule why Ex^r. should not issue -
Defend^t. says, that Court has no power to execute the
Judgt. of the Court of appeals -

Plff says, that he can obtain no Ex^r. ~~from the Court~~
of appeals -

Archaubault
or
Cormier & Co.
Corbuel

X

action for ~~release of~~ pension instead of clause of nourri, inbatement
slope. as stipulated in deed of Cognition -

Defend^t. say that they are not bound to pay any pension to Plff
as they are willing to comply with deed of Cognition from Plff & her
husband in 1799 -

Plff. Defend^t. by sale to Cartier have given up all their right
under act of 1799 -

King
Dilery.
Gr. voyer

}

The Defd^t. says that Court of 2^d Session ought to have
confirmed the P. V. & now prays that the Court will
reverse that Judgt. & confirm the P. V. -

B. Cole. —

Haight. }

S. Cole & Galt. — }

The Defend. prays his recourse over say Galt as the note given by him & indorsed to Platt awards to report of arbiters was without value. —

Friday 20th Oct. 1809

Present

All the Judges

Madame Bailly — Envoi en possession — refused —

~~Cuth. Smith. —~~

~~Felix Smith. —~~

judg

~~Cartwright~~

judg

~~Turpin~~

~~Turner~~

insurg: faux dem^r —

~~Fitzgerald~~

~~Holt~~

action for supplementary proof by verbal testimony — rejected

~~Archambault~~

~~Merrill & Forbail~~

dismissed —

Barnard
Baismier

{ Reference to Expert, to ascertain value of the land at the time of the Donation. —

Caspi
Brunelle

{ Plff. action for first note dismissed — proof all? on second

Young
Blackwoodall
Lynes, Claimt.

} Claim dismissed —

Ferlin.
Beigie

} action dismissed, but without Costs, as Defndt. might have had benefit of report in the former action, but not consenting to a discount. —

Truchon
Truchon

{ Indt. for demand —

Stanna.
Jackson.
Jackson, mis
en cause —

} Reprise d'instance not allowed aft. May 1^{re}.

Campy
Lajoe

{ Indt for value of Aspen —

~~Mr. Stuart~~
~~Archeambault~~ } Indt. on obligⁿ—

~~Giercia~~
~~Meander~~
~~Guerin~~ } Indt—

~~Cole~~
~~Bright~~
~~Cole~~ } Indt—

~~Chaboullers~~
~~Ros~~ } Indt. for Pltff. — Costs of guarantee divided —

~~Hees~~
~~Marchand~~ } Time given to file a power of Att^r —

~~Murdele~~
~~Rebou~~
~~Rebou off^r~~ } Indt. on right of power claimed —

~~Cuvellier~~
~~Scott~~ } Excp^r. dismissed —

~~Mess~~
~~Randall~~ } Indt—

Raymond
Blombeau { opp. dis missed -

Mallard
Rai { mo. granted to ex. Def. on ~~facts~~ sent -

Cheshire
Jones { dismissed.

Friday.

Thor's day. +

Woden's day. +

Fre's day

£800, 6. 8