BANK OF B. N A. *v.* BENOIT.—BADGLEY, J. —A motion was made in this case by plaintiff to reject the motion of defendant for inscription, as being too late. On looking into the record the Court found that this was the case. *Motion granted with costs.*

COWAN *v.* MCCREADY.—BADGLEY, J.,—This was a case from the Circuit Court, Montreal. The defendant, who was building a house, gave it out to be built by contract to two individuals, from the foundation to the roof. The roof was to be covered with a particular material, and this roofing was done by plaintiff. Finding, probably, that he could not get his money from the contractor, he turned round upon the proprietor, defendant in this action, and alleged that the roof was covered at his request. There was no doubt that the roof was covered by the plaintiff, but the testimony of Mr. Brown, the architect, was conclusive to the fact that Mr. McCready never had anything to do with the plaintiff, and would have nothing to do with him about the matter. The engagement was between the plaintiff and Sheehan, the contractor. The judgment of the Superior Court dismissing the plaintiff's action must be confirmed. *Judgment confirmed.*

FABRIQUE OF MONTREAL *v.* BRAULT.

HELD—That the heirs-at-law are liable each for his share only of the pew rent due by, and the charges for interring their parents.

BADGLEY, J.—This was an action brought against a single individual, Joseph A. Brault, for the recovery of the full amount of pew rent, for the pew occupied by his late father in the Parish Church, and also for the full amount of the Church charges for the burial of his parents inside the church. The question did not turn upon the largeness of the amount, but upon the defendant's liability for the whole. If the defendant could be sued at all, he could only be sued as the heir-at-law of the person who owed the rent. Now there were three brothers, heirs-at-law; therefore each was liable for a third only. Then as to the interment charges. The defendant did not make any arrangement with the Church authorities for the interment of his father and mother: he was not present at his father's interment, but assisted at that of his mother, and knew where it would take place, without making any objection. The arrangement made was with the brother of defendant. There was a privilege in favor of the Church charges, but this privilege could only go to the extent for which the individual was liable; and, therefore, defendant could only be held liable for one-third. The Church had not established the existence of any contract with defendant: they sued him as representative of the estate. Under these circumstances, the judgment would be reformed; and the judgment would only go for one-third of the amount claimed, or £36 in all. Judgment reformed.

MCGINNIS *v.* CARTIER and CARTIER opposant.

HELD—That where an opposition to the sale of land is based upon title under a deed of donation manifestly fraudulent, the judgment dismissing such opposition should be *motive* that the deed of donation was fraudulent, and not that the opposition was unsupported by sufficient proof.

BADGLEY, J.—This was an application for revision of a judgment from the District of Iberville. The plaintiff obtained a judgment on the 4th April, 1863, against the defendant on certain mortgage deeds which had reference to some property at St. Athanase, belonging to the defendant, running back to 1830, which were established by the judgment, but the amount not being fixed by the judgment. Although the right of the plaintiff was then settled, the precise amount was afterwards established with the assistance of an *expertise*. It was for this amount so found to be due by defendant to plaintiff, that the latter caused to issue the writ of execution by which the lot of land, the property of the defendant at the date of the judgment, was seized by the Sheriff. On the 7th April, 1863, only three days after the rendering of the judgment, the defendant made an act of donation, by which he transferred the land seized in this case to his two sons, one of whom was a minor and the other of age. The consideration of the donation was to be the support of the father and mother and their two daughters, besides the payment of the mortgage indebtedness of the lot of land. The children donees never disturbed the father in his possession. To the plaintiff's seizure of the lot of land, the opposants fyled an opposition, setting out title under the deed of donation, which was dismissed. The only difficulty about the case was the ground of the judgment at Iberville. The ground assigned was, that because the opposants had not made sufficient proof of their opposition, it must be dismissed. Now this was not the question: the question was the fraudulent deed of donation. The judgment of the Court of Review was in its result the same and confirmatory of the judgment rendered at Iberville, but it was upon the ground that the deed was fraudulent. As the parties had been led astray by the *motivé* of the judgment appealed from, no costs would be allowed.—*Motivé of judgment corrected.*

WALTON *v.* DODDS.

HELD—That where land sold is found to be less than the alleged extent, the consideration money will be proportionably reduced. 2. That where no application is made by the parties of payments, the Court will apply them to the most onerous debt.

BADGLEY, J.—This was an appeal from the district of St. Francis. The action was brought by plaintiff against the defendant to recover a piece of property. The plaintiff agreed to sell to defendant a piece of land measuring so many superficial acres, for which he was to receive a certain sum of money. The testimony was complete to shew that instead of 400 acres, there were only 335. There was another point. The defendant pleaded compensation by services rendered, goods and monies paid, fyling a very long and heavy bill of particulars in support of his pretension. The only question was with reference to three sums of money covered by the plea of compensation. The plaintiff was brought up and questioned respecting these payments, which were admitted