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SUPREME COURT OF CANADA.

OTTAWA, 25 January, 1897.

SALVAS v. VASSAL.

Quebec.]

*Title to land—Sale absolute in form—Right of redemption—Effect
as to third parties—Pledge.*

Real estate was conveyed to S. by notarial deed, absolute in form but containing a provision that the vendor should have the right to a re-conveyance on paying to S. the amount of the purchase money within a certain time. S. subsequently advanced the vendor a further amount and extended the time for redemption. The vendor did not pay the amount within the time and the property having been seized under execution issued by V., a judgment creditor of the vendor, S. filed an opposition claiming it under the deed.

Held, reversing the judgment of the Court of Queen's Bench Q.R., 5 Q.B. 349, that the sale to S. was a *vente à réméré* and was not when the rights of third parties were in question, to be treated as a pledge and set aside on proof that the vendor was insolvent when it was executed. *Pacaud v. Huston*, (3 Q.L.R. 214) overruled.

Appeal dismissed with costs.

Geoffrion, Q.C., and *Laverme*, for appellant.

Crépeau, Q.C., and *Beaudin, Q.C.*, for respondent.