without my express consent, and I will not consent. He did not do this. Two years went by, and on the 3rd February an action was brought. Taking all the circumstances together, the Court must consider them as equivalent to an express consent, and that this express consent was equivalent to one in writing.

Mr. Justice Berthelot, who rendered the judgment in the Court below, dissented.—Judgment reversed.

LANGELIER *vs.* MCCORKILL.—BADGLEY, J.—This was an action for a part of the purchase money of a piece of land. The defendant pleaded that he was not liable. The judgment must be revised by dismissing the action, recourse reserved to plaintiff.

BEAUDET *vs.* MARTEL and ETHIER, intervening party.—

Held—When a *demande* in intervention has been allowed by the Court, it must be served on the proper parties and return made within three days, otherwise it becomes null *ipso facto*. C. S. L. C. cap. 83, sec. 71.

BADGLEY, J.—This was a proceeding upon an intervention. No intervention was fyled at the time the application was made. A motion was made to enable Ethier to fyle an intervention. The motion was received. Three days expired, and no return was fyled according to the Statute. No notice was given to the other parties, and, by law, the expiration of the three days rendered the intervention *ipso facto* null and void. The intervening party after that made application to be allowed to fyle his *moyens* of intervention. The judgment granted further delay, and it was upon the judgment on this motion that the revision had been applied for. The Statute seemed to be clear enough upon this point. The law said that a demand in intervention being fyled, a party may move for its allowance. After it has been allowed by the Court on motion, if it is not served on the proper parties and return of service made within three days, then the demand in intervention becomes null *ipso facto*. This objection was fatal; hence the judgment must be overruled.

SUPERIOR COURT.—JUDGMENTS.

MONTREAL, May 31, 1865.

BADGLEY, J.

LOCKHEAD *vs.* GRANT.—In this case a rehearing had been ordered. Owing to some misunderstanding apparently, a notice had been fyled for revision of the judgment. Now there was no judgment to revise, as it had not been recorded, owing to an error on a point of fact. The action was on a farm lease for six years, with power to cancel it at any time after six months' notice, when the landlord was to take at a valuation the drawn manure in excess of usual quantity left by outgoing tenants. The notice was given by the defendant, the landlord, and the plaintiff sued to recover the value of the manure in excess. The Court now rendered judgment in plaintiff's favor for £78.

MILLER *et al vs.* DUTTON, and DUTTON, Petitioner.—The plaintiffs arrested the defendant under a *capias*, on account of his intention to leave the Province, and because he was said to be disposing of and making away with his effects. The petitioner denied the allegations of the plaintiff, and came up in the usual way with an application for quashing the writ. Some testimony had been adduced as to his intention to leave the Province and dispose of his effects. There were contradictions in this testimony. One of the witnesses said she went to defendant's house, and there saw that his carpets, furniture, &c., had been taken away. The plaintiff wished to produce evidence in rebuttal of this fact, but had been prevented by a ruling at *enquête*. The motion for revising this decision must be granted, and the decision reversed, because the evidence in rebuttal should have been allowed.

BERTHELOT, J.

IRELAND *vs.* MAUME and DUCHESNAY, *Tiers Saisi*.—Judgment dismissing the contestation of the declaration of the garnishee, with costs against plaintiff, the contesting party.

TABB *vs.* LANCASHIRE FIRE AND LIFE INSURANCE CO.—Judgment entered up on defendant's motion, on the verdict of the Jury, and action dismissed.

Ex parte PELTIER, for *certiorari*.—Writ allowed.

Ex parte MORIN, for *certiorari*.—Writ allowed.

GILLESPIE *vs.* SPRAGG.—A motion was made in this case, that the contestation of the collocation of Mr. Dorwin by Mr. Lavicount be rejected from the record, the intervention fyled by Mr. Lavicount having been previously rejected. Motion granted and judgment of distribution confirmed.

MONK, J.

QUIN *vs.* EDSON.—This was an action for rent. Thinking his rights jeopardized, the plaintiff took out a *saisie-arrêt*, on the ground that the plaintiff was secreting his estate, debts and effects. The foundation for this belief was that defendant had advertised his moveable property for sale. Defendant answered, true, but that shows no fraud. He said that he was in community with the members of his family, and an inventory was taken. It was true that this inventory was taken at rather a suspicious time, but the Court had nothing to do with that. It might have suited his convenience to take the inventory at that time. It was also a little singular that the defendant did not advertise the sale at Longue Pointe, where the plaintiff, a creditor, was supposed to have lived. But these two circumstances were not sufficient to justify the Court in saying that anything had been proved to sustain the plaintiff's allegations, and the *saisie-arrêt* must be quashed, with costs.

WRAGG *vs.* RITCHIE.—This was an action for the recovery of rent. The defence was that the house had been leased by the defendant to be used as a house of prostitution; that plaintiff was aware of this; and therefore he could not in law recover. The defence endeavored to prove plaintiff's knowledge by establishing