GIRARD (defendant in the Court below), appellant; and HALL, *et al.*, [plaintiffs in the Court below], respondents.

Deed of composition set aside on proof that the creditors were induced to sign by fraudulent representations.

The defendant in this case was a trader doing business at Verchères. In January 1862, he asked his creditors to accept a composition of 5s. in the £. This was refused, and he finally offered 10s. in the £, which was accepted. Subsequently, however, some of the creditors learned that the sale of the defendant's immoveable property was simulated, and also that certain transfers of sums due him were made for the purpose of defrauding his creditors. On hearing this, the plaintiffs, who had signed the deed of composition, took out a *saisie-arrêt* for the remaining 10s. in the £, which had not been paid. Judgment was rendered by Mr. Justice Loranger on the 30th April 1864, maintaining the *saisie-arrêt* on the ground that the defendant had obtained the execution of the deed of composition by fraud, and therefore he could not derive any benefit from it. The defendant then brought the present appeal.

DUVAL, C. J., said unhappily there was no doubt as to the fraud attempted by the defendant. His books of account disappeared and he said they had been burned by his son. Now it was proved that these books had not been burned. The Superior Court was perfectly right in declaring that the composition was null.

Judgment confirmed unanimously.

Dorion & Dorion for appellant; M. E. Carpentier for respondents, and E. Barnard, Counsel.

TAYLOR, [opposant in the Court below], appellant; and BUCHANAN *et al.*, [plaintiffs in the Court below], respondents.

A question as to title of the Portuguese Jews to certain land adjoining that formerly used as a Jewish Cemetery, claimed as forming part of the McTavish estate.

This was an appeal from a judgment dismissing an opposition under the following circumstances. In November 1861, the plaintiffs issued an execution against the "Corporation of Portuguese Jews of Montreal," and seized certain land in the St. Antoine suburb. This land was said to have been acquired by the late David David 31st August, 1797, being part of that left by him to be used as a Jewish burying ground. Some days before the sale, the present appellant fyled an opposition based on two grounds: 1st, a deed of sale by the succession McTavish to Messrs. Fisher and Smith 21st December, 1848, a deed dated 26th Aug., 1845, granting to appellant a third of the McTavish property, and a *partage* of this property on the 23rd August, 1856; 2nd, opposant alleged a possession for thirty years openly and publicly. The plaintiffs replied that defendants had possessed the property for sixty-six years. Judgment was rendered by Mr. Justice Berthelot on the 30th June, 1863, dismissing the opposition for want of proof. It was from this judgment that the opposant appealed.

DUVAL, C. J., said this was a contestation between the appellant, as representing the estate McTavish, and the respondents, on the part of persons claiming land purchased by the late Mr. David for the purpose of forming a Jewish Cemetery. It was contended by the appellant that this property formed part of the McTavish estate. The Court did not think that it formed part of the estate, but that it formed part of this Jewish burying ground. It was true that there was no fence, for the Jews, not requiring the whole of the ground as a cemetery, did not wish to go to the expense of renewing the fence. But the posts were still visible, and the fact of the fence having disappeared, gave the appellant no title to property which did not belong to him. The judgment must, therefore, be confirmed.

Judgment confirmed unanimously.

H. Stuart, Q.C., for Appellant; R. Roy, Q.C., for Respondents.

PATOILLE, [defendant in the Court below,] Appellant; and DESMARAIS, [plaintiff in the Court below], Respondent.

HELD—That the father of a minor may bring an action *en declaration de paternite*, without being appointed tutor *ad hoc* to her.

This was an appeal from a judgment rendered by Mr. Justice Loranger on the 19th Oct., 1864. The plaintiff, as father of a minor daughter, brought an action against the defendant, praying that the latter be declared father of the child to which plaintiff's daughter had given birth, with claims for allowance and damages. The Court condemned the defendant to pay plaintiff the sum of £12 per annum, for the first four years; then £18 per annum till 8th June, 1869, when the mother would attain her majority, with $10 *frais de gésine*. From this judgment defendant appealed on two grounds. 1st, That the action could not be brought by plaintiff in his sole quality of father of the minor. He should be named tutor *ad hoc*. 2nd, That there was no proof that defendant was the father of the child.

DUVAL, C. J., said the Court was of opinion that the judgment must be confirmed. The conduct of the defendant was most disgraceful. He boasted that he made a practice of seducing all the young girls that he came in contact with. The sum awarded was very moderate, and the Court saw no reason to disturb the judgment.

AYLWIN, J., remarked that if the appellant had any character, it was a great pity he ever thought of bringing the case up to that Court.

Judgment confirmed unanimously.

Leblanc, Cassidy and Leblanc, for appellant; Dorion and Dorion for respondent.

CORDNER [plaintiff in the Court below], Appellant; and MITCHELL, [defendant in the Court below], respondent.

Plaintiff leased a house, with a clause prohibiting subletting without his express consent in writing. Held, that the verbal consent of plaintiff's agent to a sub-lease, and the plaintiff's acquiescence in such sub-lease during its entire term, was equivalent to a consent in writing.

This was an action to resiliate a lease on the ground that defendant had infringed a clause