

L. Brougham.—And reserve all questions except so far as the *venire de novo* goes. All we do is to award a *venire de novo*.

Mr. Bliss.—That leaves either party to amend their pleadings as they may think fit.

Vice Chancellor.—An execution may go for that money.

Lord Brougham.—A *venire de novo quoad* any thing except that for which we give judgment.

Vice Chancellor, to Mr. Bliss.—So that you will be prepared for the execution.

Lord Brougham.—For the money that is given for the balance.

Vice Chancellor.—You must try your hand again for the rest.

Lord Brougham.—You must mend your hand.

ANALYTICAL INDEX.

To cases determined in the court of King's Bench for the District of Quebec, from 1822.

(CONTINUATION FROM PAGE 125.)

If a sheriff's sale is interrupted, and no adjudication is made, the contract of sale is imperfect, and the last bidder is not an *adjudicataire*. Baker vs. Young, 1810, no. 128,

The use and occupation of a house creates between the landlord and tenant an implied contract, on which an action in debt or assumpsit can be maintained by the former against the latter. Burns vs. Burrell, 1816, no. 638.

No action lies to recover back a fee paid to counsel: It is a voluntary donation. Bergeron vs. Panet, 1809, no. 53.

An English commission of Bankruptcy operates in Canada as a voluntary contract of assignment. Bruce vs. Anderson, 1818, no. 478.