

He has proved that Louis Lagueux and William Grant delivered to the Appellant out of the said vessel a specific quantity of salt; he has not proved that the quantity delivered was the whole quantity put on board.

Upon the third head his evidence is also insufficient.

The sale of the ship Adeona and the freight to accrue was one entire contract. The consideration for the assignment of both was one and entire, the sum of £1150. The ship was British plantation built, and enregistered at this port. The instrument purporting to be a deed of sale contained no recital of the certificate of registry. Whether it be looked at as a sale or an agreement to sale it, was by virtue of the British statute law *null and void to all intents and purposes*. Being so, the debt for the discharge of which the alledged sale was made revived, and Louis Lagueux the elder may now recover from Louis Lagueux the younger and William Grant the £1150, which by that deed they acknowledge to owe him. The consideration cannot be apportioned; There remains then no consideration for the assignment of the freight. It is not two contracts, but one contract. A contract of sale of the vessel with an accessory covenant respecting the freight. The principal contract failing the accessory, fell to the ground with it: *cum principalis causa non consistit, ne ea quidem quæ sequuntur, locum habent*.

Yet the Court below, though they could not but admit that the principal contract was null and void, held that the accessory dependent, covenant was binding and condemned the Appellant to pay to the Respondent the sum of six hundred pounds, with interest and costs of suit.

It is from this Judgment that the present Appeal is brought.

QUEBEC, 13 January, 1819.