of which the payment was assumed by the defendant in a deed of sale to him from Pinsonault. After assuming these payments, the defendant actually paid to the plaintiff large sums, admitted to amount to at least a thousand dollars, besides interest; but upon being sued for the balance he contended, under a demurrer and an exception, that there was no right of action, because the delegation in his deed of sale had not been accepted, and further, that he had been discharged by his vendor. To this the plaintiff answered that the vendor's discharge was a sham, and no money had been paid; and the only evidence in the case, besides the several deeds, is the evidence of the defendant himself. Now, from the dates of these instruments it appears that the first obligation by Pinsonault was passed in 1854, the second in 1862. The sale to the defendant was in 1863, and the so-called *quittance* from Pinsonault to the defendant, which is a *quittance* for *one hundred dollars*, was on the 14th of April, 1877, twenty-three years after the first obligation, fifteen after the second obligation, and fourteen years after the sale. The defendant is asked whether he paid this $100 acknowledged by the *quittance* of the 14th of April, 1877; and he answers he paid no money on the 14th of April. He does not add that he paid on any other day, which would have presented the point insisted on by the defendant's counsel, that the answer was indivisible. But what if he really paid this money acknowledged in April, 1877? What is it said to be in the deed? It is only said to be a *balance due to Pinsonault* of $100. This fact, even if true, could not affect the obligation assumed by the defendant to the plaintiff, and already partially executed by payments of over $1,000. The authorities put it in the clearest manner that the acceptance of the delegation by the creditor is a matter of consent merely between him and the debtor; and here the defendant and the plaintiff have transacted together so as to show that both of them acknowledged the relation of debtor and creditor that subsisted between them. Besides this, the defendant himself sold the property he had got from Pinsonault to a Madame Desjardins, and he assigned the price to Molleur, whom he charged with the payment of the debt he had promised to pay to the plaintiff; so that on the whole it is quite evident that the defendant has no case. There was a point as to whether the registration of this delegation operated acceptance. It has been held that it did; it was so held in *Patenaude & Lerigée dit Laplante*, by Lafontaine, Ch. J., but it is not necessary to adjudge that point now. We confirm the judgment in the present case, with costs.

Judgment confirmed.

Judah & Branchaud for plaintiff.

E. Z. Paradis for defendant.

SUPREME COURT OF CANADA.

Reeves v. Geriken.

The following is an extract from the opinion delivered by Taschereau, J., in the Supreme Court, for the majority of the Court, in the case of *Reeves* v. *Geriken* (see 2 L. N. 67), in which the Supreme Court ordered an *expertise*. The extract is from a copy of notes in the possession of counsel :—

But the direct question raised here is whether Reeves, having sued Geriken hypothecarily, can now sue him personally for his share of the price of the sale made by Quesnel to him and to others, on the acceptance she has made since her hypothecary action and the abandonment thereon by Geriken.

In France, an abandonment may be made without a demand of it being made by a mortgagee, and the authors treat extensively the question whether an abandonment can be made voluntarily and be forced upon the mortgagees, when the price of sale is still due by the holder of the property. But that is not the question here. Reeves herself has demanded from Geriken the abandonment of this property, and he has abandoned it only upon her own summons to him to do so.

Of course, if it was only for his share of the price of sale that he had been sued, there would be no question that Geriken could never rid himself of his obligations under the contract of sale, but he has been sued hypothecarily and has abandoned for Quesnel's share of the price as well as for his own. Now, the authorities seem to me clear against Reeves' right, under such circumstances, of now asking against Geriken a personal condemnation for his share of the price of sale. Troplong, (Prescript. Nos. 797, 813, 823-2), has no doubt on