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il law upon y of the beds, r the public. . 161.—Rep. rriere D. Dt. 166.—Ord, de ch is too', the —Viner. Soil gt. Prerogat was the law Jur. Germ. n. et Hispaland. lib. 41.

3 May 1665, rench King, —Le Conseil e sur le bord n-dessus des bestiaux que

had shewn each nor the As to the remaining rent claimed by the Respondent, it could only be re-covered, as rent of ground, other than the beach. But,

1º There was no evidence of any specific quantity of timber having been put higher up than two perches from high water mark.

2° The declaration is for ground rent of a beach. To award rent for ground, which was not a beach, would be to award that which was not asked by the Respondent.

Yet the Court below, on the 19th, day of April 1817, gave the following Interlocutary Judgment:—" La Cour ayant entendu les Avocats des parties, "ordonne, avant faire droit, que des Experts, dont les parties conviendront, le "dix de Mai prochain, Cour tenante, sinon seront alors nommés d'office, il sera "par eux constaté, parties présentes, ou duement appellées, qu'elle est la juste "valeur du loyer ou occupation des diverses quantités de bois désignés dans la "déclaration et dans le compte produit et filé en cette cause, le dix du présent "mois d'Avril, sous les items ou numeros depuis deux jusqu'à huit inclusivement, "et le temps où les dits bois ont occupé partie de la ferme de Sillery louée au "Défendeur, lesquels Experts seront autorisés d'entendre les témoins des parties "et de choisir un tiers en cas d'avis contraire, dont et du tout ils feront leur rap-" port avant ou le premier jour du terme de Juin prochain, dépens réservés."

In this Judgment the Appellant did not acquiesce.

After several interlocutary orders, all of which the Appellant has appealed from, Messrs. Marett and Woolsey Experts irregularly, as the Appellant contends, named on the part of the Court and of the Respondent, filed an informal Report, in which they state the sum due by the Appellant to the Respondent, for ground rent during the years 18/3 & 18//<sub>2</sub> at

This Report the Court however confirmed, and adjudged to the Respondent the sum of \$234-14-6. with orders to from 25 Narember 1815" with interest and costs.

QUEBEC, 1st November, 1818.

The respondent chance by Wanteres was are