

clared deeds which had been executed without this formality, to be perfectly valid, and thus Mr. Lionais' cause of action fell to the ground, and he discontinued his action. The Court now comes to the question of *lesion*. On this point, the two questions are, what was the consideration, and what was the value of the property when it was sold? The consideration was estimated at £4,500; but, owing to the length of time that has elapsed, it is impossible for the Court to form any definite conclusion from the evidence as to the value of the property when it was sold. Here again it is the fault of the plaintiff that so long a period has elapsed. It is impossible, therefore, to set the deed aside on the ground of *lesion*. Next, it is important to look at the consideration given by Mr. Lemoine. He purchased Mad. Regnier's rights to have the deed set aside, for £1075, eight years after the execution of the deed. This shows that he did not look upon the speculation as a very sure one. On the merits, then, the action must be dismissed. There are also technical difficulties which would have required to be removed, had the Court taken a different view of the case. The first is, that there are three or four parties interested in the cause who have not been brought into the record. The second is, that the heirs of Mr. Regnier have not been represented. In this particular the Court has an important piece of evidence. Mr. Regnier transferred his rights under the deed of 1846 to one of the most honorable men in the country, of the highest character and position!! Surely, then, there could have been no fraud connected with this deed, or this gentleman would not have had anything to do with the transaction!! There is, lastly, a plea of *droits litigieux*. There cannot be the slightest doubt that Mr. Lemoine, in purchasing Mad. Regnier's rights to have this deed set aside, purchased a *droit litigieux*. Without wishing to stigmatize the transaction, I must state that this is beyond any doubt. As, however, the Court has decided, on the merits, that the plaintiff really acquired no rights at all, Mad. Regnier having herself no right to have the deed set aside, it is unnecessary by the judgment to pronounce upon the plea of *droits litigieux*.

The following is the recorded judgment.

"The Court having heard, &c., without adjudicating upon the defendants' plea of litigious rights (*droits litigieux*), save and except in so far as the same is adjudged upon and disposed of by the following judgment upon the merits of this cause; and proceeding to render its decision upon the law and the facts as presented for deliberation and final judgment thereon.

Considering that the plaintiff hath not by his action assigned and brought into the record of his demand, all the parties interested in the issue and decision of this cause; and particularly among others, that he has not assigned and brought into the case, the heirs or representatives of Madame Monarque, mentioned in the deed of sale and cession of rights of the 30th of October, 1846, as a party to the same, in whose favour the payment of a life-rent was stipulated in and by the said deed; Jean Baptiste Lionais and Dame Henriette Moreau, wife of the defendant, and separated from him as to property, both of whom have become and are pecuniarily interested in the result of this suit, in the manner and form, and to the extent shown and stated in the pleadings and testimony adduced; the Seigniors of the Fief Lagauchetière and the Seigniors of the Island of Montreal, parties interested in certain sums for the commutation of the lands in question in this cause; and, lastly, the heirs or representatives of the late Auguste Regnier, co-vendor with his wife, Marguerite Roy, in the deed of sale of the 30th of October, 1846.

Seeing that ten years, less one day, were allowed to elapse between the date and execution of the deed of sale to the defendant last above mentioned, and the institution of the present action; and that the plaintiff, after he had acquired the alleged rights of Madame Regnier to have the deed of the 30th of October, 1846, annulled and set aside on the grounds of fraud and *lésion*, allowed more than two years to elapse without taking legal proceedings to that effect against the said defendant, who for a period of ten years, less one day, had remained in peaceful and undisturbed possession of the property in question in this cause, and hath during that period in good faith made great, extensive and valuable improvements and ameliorations to and upon the