The defendant contended that it was erroneous on the following grounds :—First, because the subsection of the statute cited above had no application to the present case. It simply defined the mode of proceeding which would be adopted by a person whose property had been illegally sold for taxes, where the purchaser had got actual possession and the owner had been dispossessed. The choice of actions did not rest with the defendant. He clearly had a right to defend himself, to dispute the title of the plaintiff, and to show, that he, defendant, held the land under a good title. Second, because on its face the plaintiff's deed was null, and the defendant had a right to plead such nullity. Third, because the defendant's plea was a legal and valid defence to the plaintiff's action, and defendant had a right to show that the deed granted by the Secretary-Treasurer was null. His Honor thought the judgment should be reversed. The Secretary-Treasurer had a right to transfer only the expectancy of the land after the two years had elapsed. Consol. Stat. L. C., Chap. 24, Sec. 61, Subsection 6, enacted that the owner might redeem within two years, on paying the price and 20 per cent more. Judgment reversed and proof ordered.

MONK, J., said the demurrer was quite untenable. If the parties had gone to *enquête*, and the defendant proved his plea there would be no difficulty as to the fate of the action. The Court should have ordered proof.

MOLLEUR, *fils vs.* FAVREAU.—BADGLEY, J.—In this case, which was in ejectment upon a verbal lease, the Court was of opinion that the *motif* of the judgment could not be sustained. The *motif* was that the plaintiff had made no legal proof of a *mise en demeure*. The question was as to occupation of a farm under a verbal agreement, and whether at the expiration of the year the defendant had sufficient notice to leave and quit the property. The judgment was grounded upon the *motif* that there was no *mise en demeure*. Now the Court of Review was of opinion that the notice was sufficient. It was proved that a verbal notice was given, and that fact was admitted by the defendant.—The judgment must be reversed.

DUBORD *dit* LAFONTAINE *vs.* COUTU.—BADGLEY, J.—This was an action on a promissory note by the payee against the maker. Defendant pleaded that the note was got from him by surprise and fraud; and he tried to throw the liability on a brother-in-law of the plaintiff. It appeared manifest that plaintiff was too well acquainted with his relative's credit to have anything to do with him, and therefore he would only have to do with defendant.—The judgment of the Court below must be confirmed with costs.

GIARD *vs.* GIARD.—BADGLEY, J.—The only question in this case was with reference to a promissory note, and whether that was the same as the note mentioned in the proceedings. The judgment of the Court below must be confirmed.

CORDNER *vs.* MITCHELL.—

Plaintiff leased a house, with a clause prohibiting sub-letting without his express consent in writing. Held, that the verbal consent of plaintiff's agent to a sub-lease, and the plaintiff's acquiescence in such sub-lease, during its entire term, was equivalent to a consent in writing.

BADGLEY, J.—

This was an action to resiliate a lease for three years from plaintiff to defendant. Mr. Tuggey acted as agent for the leasing of plaintiff's house, and held a power of attorney to transact all business with respect to the house. Defendant leased the house under a notarial lease which prohibited sub-letting unless with the written consent of the proprietor. Defendant on giving notice was to have the privilege of keeping the house for two years more. On the 3rd Feb., 1863, the defendant sub-let the house to Dr. David, for the remaining term of two years, taking security for the rent, and paying Mr. Tuggey $10 as his commission for obtaining a sub-tenant. The agreement was between Messrs. Mitchell & David. All that Mr. Tuggey had to do with it was putting an advertisement in the papers and receiving his $10. Dr. David entered into and continued in possession for two years. In February, 1865, the defendant gave plaintiff notice of his intention to continue the lease for two years more. This alarmed the plaintiff who did not wish to allow a professional man to continue in the house, and the present proceedings were instituted to have the lease resiliated. During the two years that Dr. David remained in the house Mr. Tuggey, as the plaintiff's agent, received the rent from him, the receipts being worded, "on account of Mr. Mitchell." The plaintiff was aware of this fact, and certain letters from him were produced in connection with the fact. Being brought up as a witness, he admitted that he was aware of the fact that the house was occupied by Dr. David in 1863, and that he expressed neither approval nor disapproval, not wishing to cause any trouble. The Court below resiliated the lease on the ground that there was *no sufficient evidence that the plaintiff acquiesced either directly or indirectly in the sub-lease.* The majority of the Court of Review were of opinion *there was acquiescence on the part of the plaintiff*, hence the judgment must be reversed.

MONK, J. had come to the conclusion that the judgment should be reversed with very great hesitation. Here was a gentleman who leased a first class house, and took the precaution to insert a clause (not necessarily connected with the lease,) that the house should not be sublet without his express consent in writing. It was a principle of law that in cases of this description the lease must be adhered to. But plaintiff had an agent who transacted all his business. This agent had a general authority, and although it might be said that for the purpose of granting a consent, there should be an express authority to the agent, yet it was perfectly plain that the plaintiff knew what was going on. Instead of giving a semi-acquiescence, he should have told his agent at once, there is a clause in the lease which forbids sub-letting