

sation soient claires et liquides, mais qu'il suffit qu'elles soient susceptibles d'une liquidation aisée.

Demurrer to defendant's plea. The action is instituted by Walter Ross, William Joseph Ross, John Ross, Alexander Ross, Elizabeth Ross, wife of John Brown, Mary Ross, wife of David Wilson, and James Ross. The declaration sets out the execution of a deed of lease, on the 21st of January, 1869, by the plaintiffs and one David R. Ross, of Boston acting by Walter Ross, one of the Plaintiffs, on the one part, and the defendant of the other part, of certain pieces of land formerly belonging to the estate of Austin Adams, for the term of three years, and for the purposes of brick making. This lease was made for \$800 per annum, payable semi-annually in advance, by the defendant, and \$700 balance of the terms already due are sought to be recovered by the action. The declaration then avers that since the making of this lease, the defendant has acquired the share of David R. Ross in the property leased—that is, one-eight; or one hundred dollars out of the eight hundred due for the first year, leaving \$700 which are demanded by the action. This action is encountered by the defendant by a peemptory exception of enormous length and complication, of which nine pages are in English and about eight more in French, the latter part reciting certain deeds passed in that language. By this plea, the defendant admits the lease that is invoked by the action, but alleges that at the time it was passed he purchased a large quantity of finished and unfinished bricks then on the property lease, at \$4.45 per thousand, less the cost of finishing them, and subject also to the deduction of what he might be called upon to pay for Walter Ross' discharge from liability to the estate of his father and mother. He then sets ought that the value of the bricks was \$7,182.80, and that he was paid \$7,471.24½, leaving Walter Ross in his said capacity debtor to defendant of \$288.44½. That David R. Ross never ratified the authority exercised by Walter Ross on his behalf, and that the latter was not authorised to act for him; but on the contrary, David R. Ross has since sold his right in the leased property to the defendant. That Elizabeth Ross (Mr. Brown) has