rights of Her Majesty, her heirs, or successors, unless it is expressly stated that Her Majesty shall be bound thereby."

The Insolvent Acts are to be construed with reference to this provision, which is substantially an affirmance of the general principle of law already adverted to.

Applying that principle to the enactment in question, their Lordships are of opinion that, as it contains no words which purport to derogate from the prerogative of the Queen to allow, as an act of grace, appeals from the Court of Queen's Bench in matters of Insolvency, Her authority in that respect is unaffected by it.

The order for leave to appeal granted in the present case will consequently stand.

Upon the merits of the appeal the following are the principal facts:—Messrs. McLeod, McNaughton & Léveillé, who carried on business as brewers in Montreal, became insolvent on the 19th July, 1877, and on the same day their estate and effects including the plant, material, and effects which are the subject of these proceedings, were seized by the Respondent, as official assignee under a writ of attachment in insolvency. Thereupon the Appellant, who is a notary, demanded from the assignee the delivery of the above-mentioned plant and effects, on the ground that they had been sold to him by the insolvents on the 14th March, 1877, about four months before the insolvency. He claims them as owner under a contract of sale, in the petition which gives rise to this appeal.

The contract on which the Appellant relies is contained in a notarial instrument, by which the insolvents purport to bargain, sell, and assign to the Appellant the plant, material, furniture, and effects (described in detail in the bill of sale) lying and being in and about their brewery. Some of these effects are valued in the bill of sale, the total of these values amounting to $4,800; others are not valued. The consideration is thus stated in the deed:—

"The present bargain and sale is made in manner aforesaid, for and in consideration of the sum of one dollar currency, cash in hand, paid at the execution hereof, and for other good and valuable consideration heretofore had and received, the receipt whereof is hereby acknowledged, whereof quit, and in further consideration that the said purchaser shall endorse the paper of the firm of McLeod, McNaughton & Léveillé, which he agrees to do on demand, for a sum which, together with present unsecured endorsements, shall not exceed in all two thousand dollars."

Authority is given to the Appellant by the deed to take possession of the effects.

On the same day a lease was made by the Appellant to the insolvents of the same plant and effects for three years at a yearly rent of $100.

The petition of the Appellant alleges that he took possession of the effects, but in fact no removal or change of possession whatever took place, and the plant and effects remained in the possession of the insolvents, precisely as before, up to the time of their insolvency. All that the petitioner in his evidence states with regard to possession is, that he went over the effects, and verified their existence.

The general question was raised, and much discussed in the Courts below, whether delivery or déplacement of the thing sold was necessary to pass the property in it. It was contended that the Canadian law which required déplacement had been altered in this respect by the Canadian Civil Code, as the French law had been by the Code Napoléon.

Art. 1472 of the Canadian Code is as follows:

"Sale is a contract by which one party gives a thing to another for a price in money, which the latter obliges himself to pay for it. It is perfected by the consent alone of the parties, although the thing sold be not then delivered, subject nevertheless to the provisions contained in Article 1027."

Art. 1025 was also referred to.

Art. 1027 is as follows:—

"The rules contained in the two last preceding Articles apply as well to third persons as to the contracting parties, subject, in contracts for the transfer of immoveable property, to the special conditions contained in the Code for the registration of titles to and claims upon such property. But if a party oblige himself successively to two persons to deliver to each of them a thing which is purely moveable property, that one of the two who has been put in actual possession is preferred, and remains owner of the things, although his title be posterior in date; provided, however, that his possession be in good faith."