

Vondenvelde in support of demurrer, contended, that *lods et ventes* on such *rentes* were by law and custom invariably estimated at 19 years duration; that such invariable rule had been adopted from the obvious impossibility of arriving at any correct estimation of what the *lods* ought to be;

Rose, *contra*,—Such practice may have existed among the Seigniors of Lower Canada, but it is mere matter of agreement between them and the *Censitaire* for their mutual convenience, and the practice cannot be cited as a law, or even a binding custom; on the contrary, there was nothing to be found in any of the books to sanction the arbitrary rule contended for by the Plaintiff. In France, the modes of estimating what *lods* should be payable in cases like the present, was precisely that adopted by the Defendant in the present case.

Tonmaur, *Traité des Lods et Ventes*, Part 3rd. chap. 22nd. No. 570, says, “mais dans le cas de rente, comment fixer le capital de la rente puisque ce capital doit déterminer le montant des lods? les uns le fixent au denier 10, d’autres au tiers du capital, qu’ils évaluent au denier 20, d’autres sur l’âge du créancier de la rente viagère et c’est à ce dernier avis qu’on doit s’en tenir. En effet il est visible que la rente se règle sur l’âge du rentier, puisque c’est un contrat aleatoire et dépendant de la probabilité du terme de la vie du dit rentier.

Besides this direct authority, all the authorities concurred, that the *lods* were dependent upon the estimation of the value of the property.

Doumoulin, *sur la Coutume*, 76 m. 35 et sec. 55. Tonmaur, Part 2nd. ch. 8. No. 158.

Per Curiam. The plea is good. *Lods et ventes* may be fixed either by the value of the property sold, or by an estimation of the probable duration of the *rentier’s* life, in addition to the *lods* on the principal sum of the purchase money.

IN THE QUEEN’S BENCH, }
QUEBEC. } No. 1046.

BELANGER, Plaintiff,

vs.

LEVESQUE, Defendant

The Certificate required to be appended to Letters Patent conformably to the 2d section of the 6 Will. IV, cap. 34, must be given by the Attorney, or, in his absence, by the Solicitor General, and such Certificate, given by a Queen’s Counsel, renders the Letters Patent invalid.

JUDGMENT 23RD JULY, 1845.

The Plaintiff, in the year 1842, obtained Letters Patent as the inventor of a machine hung with nets for fishing and taking eels; these Letters Patent issued under the provisions of the 6 Will. IV. cap. 34, by the 2d section of which it is enacted that “the Letters Patent shall be delivered to His Majesty’s Attorney, (or, in his absence, to His Majesty’s Solicitor General,) in this Province, to be examined, who shall, within fifteen days of such delivery, if he find the same conformable to this Act, certify accordingly at the foot thereof.”