

RECENT DECISIONS AT QUEBEC.

Registration—Surety.—Le créancier qui n'a pas, après le dépôt des plans et livres de renvoi, renouvelé l'enregistrement de l'hypothèque consentie par le débiteur, et qui perd par là son recours contre ce dernier, le perd aussi contre la caution qui s'est obligée par l'acte créant l'hypothèque.—*Vezina v. Bernier*, (Superior Court, Opinion by Casault, J.) 7 Q.L.R. 310.

Execution—Venditioni exponas.—The Sheriff's return to a *feri facias* declared "that he was unable to proceed to the sale, in consequence of the want of bidders, and by the order to stop, at the request of the plaintiff." Thereupon the plaintiff moved for a writ of *Venditioni exponas* which was granted, subject, however, to the condition that the notice of sale under the writ so to issue should be for four months, in the same manner as upon the *feri facias* taken. *Held*, that the writ so issued was not a *venditioni exponas* within the meaning of C. C. P. 664.—*Vidal v. Demers* (Superior Court, Opinion by Meredith, C. J.,) 7 Q.L.R. 313.

Prescription of ten years.—L'acquéreur d'un immeuble qui invoque contre un créancier hypothécaire la prescription de dix ans (C.C. 2251) doit prouver et établir une possession utile et de bonne foi de cet immeuble pendant dix ans.—*Mitchell v. Champagne*, (Cour de Révision, Meredith, C. J., Stuart and Caron, JJ.) 7 Q. L. R. 315.

Jurisdiction—Circuit Court—Contestation of declaration of garnishée—Costs.—La Cour de Circuit n'a pas juridiction pour prononcer sur le mérite d'une contestation de déclaration de tiers-saisi qui est une demande en révocation pour cause de fraude du transport d'une dette de \$1150. La partie qui a inscrit en révision n'a pas droit aux frais, si elle n'a pas invoqué cette objection, et dans ce cas chaque partie doit payer les siens.—*Lapointe v. Belanger*, (Cour de Révision, Meredith, C. J., Stuart and Casault, JJ., M. le juge Casault a dit : "Le demandeur ne pouvait poursuivre l'annulation du transport que devant la Cour Supérieure. Mais la nécessité de son recours à un autre tribunal ne le laissait pas, comme il le prétend, sans remède ; car il pouvait, à la Cour de Circuit, demander délai pour contester la déclaration du tiers-saisi jusqu'à ce que la Cour Supérieure eut prononcé sur la demande en révocation.") 7 Q. L. R. 316.

Quebec License Act of 1878, Sect. 196—Prosecution—Justice of the Peace.—Un juge de Paix nommé en vertu de l'acte 33 Vict. ch. 12, peut signer seul une sommation sous la clause 196 de l'acte des Licenses de 1878, et il n'est pas tenu d'ajouter à sa signature d'autre qualité que celle de J. P.—*Corporation (La) de St. Raymond v. Savary*, (Sessions de la Paix, Chauveau, J.S.P.) 7 Q. L. R. 318.

SUPREME COURT OF CANADA.

Sale en bloc.—Deficiency.—Warranty.—By a deed, executed for the purpose of making good a deficiency of 50 square miles of limits, which respondents had previously sold to appellants, together with a saw-mill, the right of using a road to the mill, four acres of land, and all right and title obtained from the Crown to 256 square miles of limits, *en bloc*, for a sum of \$20,000, the respondents ceded and transferred, with warranty against all troubles generally whatsoever, to the appellant, two other limits containing 50 square miles. In the description of the limits given in the deed, the following words were to be found:—"Not to interfere with limits granted or to be renewed in virtue of regulations." The limits were, in 1867, found in fact to interfere with anterior grants.

Held, (Henry and Gwynne, JJ., dissenting), reversing the judgment of the Court of Queen's Bench, in Appeal, at Montreal (see 3 Legal News, 350), that the respondents having guaranteed the appellants against all troubles whatsoever, the latter were entitled, pursuant to Art. 1518 C.C., to recover the value of the limits from which they had been evicted, proportionally upon the whole price, and damages to be estimated according to the increased value of said limits at the time of eviction, and also to recover, pursuant to Art. 1515 C.C., for all improvements; but as the evidence as to proportionate value and damages was not satisfactory, it was ordered that the record should be sent back to the Court of first instance, and that upon a report to be made by experts to that Court on the value of the said limits proportionally upon the whole price, and on the increased value of the same at the time of eviction, the case be proceeded with as to law and justice might appertain.—*Dupuy et al. v. Ducondu*.

S. Beihune, Q.C., and *N. W. Trenholme*, for appellants.

Pagnuelo, Q.C., and *McConville*, for respondents.