

This leads us to the investigation of the Defendant's title. If Willard and Terrill be really *bonâ fide* purchasers for a valuable consideration, according to the legal meaning of that expression, it will follow that they are entitled to insist on the nullity of deeds, under which the Opposant claims as opposed to their title.

It appears that the title of Willard and Terrill attempted to be set up by the Plaintiff, is founded on a conveyance by Lease and Release and a *Contrat de Vente*, purporting to have been executed before a notary and witnesses, from one Ezra Dorman, of a large tract of land, consisting of nearly 80 lots and comprehending in the whole 15000 acres and upwards, in the Township of Durham, in both of which deeds the consideration stated to have been paid for the lands, is £1520, being at the rate of two shillings per acre, and which sum is accordingly acknowledged to have been received by the said Ezra Dorman.—There is, however, no evidence adduced of the payment of this money, or any part thereof, except the testimony of Nathan Barlow, one of the subscribing witnesses to the Lease and Release, who states that there was a sum of about £20, paid in bank notes by Willard to Dorman and that the remainder was to be paid in promissory notes, from Willard and Terrill to Dorman, which were to be signed by them at a future period. These conveyances are dated 21st June, 1833, at which time the whole of the lands comprised in them were actually under seizure at the suit of Benjamin Hart, as being the property of Ezra Dorman having been “turned out” as it is called, by Dorman himself for that purpose; and could, consequently, not be the subject of a conveyance by Dorman to any person whatsoever.

There are, also filed with these deeds, three other papers purporting to be contracts of sale, signed by one Simon French Rankin, who appears by the evidence, to be a son in law of Ezra Dorman, in the capacity of attorney for different persons, at Dorman's own house, on the 25th of April 1833, five days only, before the expiration of the time allowed by the last Registry