

A note in english is no evidence of a note in the french language. *Stanfield vs. Turcotte*, 1821, no. 1291.

Where the King claims possession of a piece of land in right of the Crown the defendant must plead title and prove it. *Rex vs. Lelièvre*, 1822, no. 201.

Fraud.

The defendant designedly took down his own fence in order to allow his neighbour's cattle to enter his field, which they did, and thereupon he the defendant seized and detained them and it was held *per curiam* that his conduct was fraudulent, and that the seizure and detention of the cattle being consequently malicious and illegal, the plaintiff's action of damages could be maintained. *Turcot vs. Bazin*, 1813, no. 3.

Where a note of hand is assigned after the time appointed for payment and there is fraud in the transaction, the law on slight grounds will presume that the indorser had knowledge of the fraud, specially if it appears that he omitted to satisfy himself as to the validity of the note. *Hunt vs. Lee*, 1813, no. 250.

A receipt is conclusive evidence where there is no charge of fraud or error. *Rivers vs. Whitney*, 1816, no. 611.

A donation by a weak and aged person for a small annuity not exceeding half of the annual income of the property given, may be set aside for fraud, if the inference of fraud be not rebutted by evidence of circumstances which plainly show that it ought not to prevail. *Bernier vs. Boiceau*, 1813, no. 500.

If a sale of moveables is made by a defendant after an action is commenced against him and no delivery is made to the purchaser, fraud (*prima facie*) is presumed. *Lagcux vs. Everett*, 1818, no. 581.