

That the said Respondent knew that the said sale and grant were null, but that he cut large number of poles &c.

The Declaration prays :

1. That the said deed of Sale and also the said grant may be declared null and void.
2. That the Respondent be condemned to render and restore lot of Land and premises &c. the appellants indemnifying him for his improvements.
3. That he be condemned to restore the issues and profits &c.
4. That he be condemned to pay the value of the poles.
5. Costs.

To this declaration the Respondent pleaded :

That he was the just and lawful proprietor of the said lot of ground and premises, having purchased them from Dame Louise Drouet de Richerville, Widow, &c. and Tutrix &c. by deed of the 14 of April 1806, she the said Widow having been specially authorized to that effect by the Honorable C. Foucher one of his Majesty's Justices, after an advice of friends and due examination and deliberation and followed by the formalities used in this Province for the alienation of the property of Minors.

That the said sale, authorization and advice of friends were not made, granted or given in fraud of the said Adelaide and Louise de Champlain, but were founded upon necessity and for the purpose of paying debts of the Community and to enable their said mother to rear and educate them according to their condition in life, for the attainment of which last object she had even sold property belonging exclusively to herself (*ses propres*).

That the grant of the poles was one which the said Widow had by Law a right to make.

The Respondent further pleaded, that the said Joseph Remy Vallieres and the said Louise Pezard de Champlain were estopped from bringing any action &c. inasmuch as the said Louise Pezard de Champlain ratified the sale after her majority, in and by a certain settlement of account rendered by the said Widow to the said Louise Pezard de Champlain and by a release and discharge of the Balance of the said account by the said Louise Pezard de Champlain to her said Mother.

To this plea the Appellants answered specially :

1. That the Instrument executed by Louise de Champlain was a transaction and therefore null.
2. That no vouchers were delivered to Louise de Champlain.
3. That the said Instrument embraced rights with the extent of which Louise de Champlain was unacquainted.
4. That the original deed of sale being null was not susceptible of confirmation.
5. That the said Jean Rivard was not a party to the said instrument, and therefore could not avail himself of it.
6. That the sale was not made according to the formalities prescribed by the usages of the country.
7. That the said Poles were given, not sold to the said Respondent.
8. That the said authorization was granted without due examination and without evidence.
9. That the said order for a sale ought to have been executed by a judicial sale (*vente en Justice*) with the usual formalities (*affiches et criés*) prescribed for judicial sales.

The Appellants conclude for the setting aside of the above mentioned Instrument and for all which they had prayed by their declaration.

The facts of the cause as disclosed in the evidence appear to be as follows—

On the 29 January 1788, Pierre Melchoir de Champlain and Louise Drouet de Richerville intermarried, of which marriage there was Issue Marie Louise, borne on the 26 December 1789 and Antoinette Adelaide, born on the 22 January 1796.

Pierre Melchoir de Champlain departed this life on the 25th February 1805.