BOUVIER *v.* BRUSH *et al.*—This was an action to set aside a sheriff's sale, on the ground that the advertisements were not regularly made. The Court found that the advertisements had been regularly made as required, and the action would, therefore, be dismissed.

JODOIN *v.* FABRIQUE DE VARENNES.—This was an action against the Fabrique. The plea was that it was the building committee on whom the responsibility lay. There was no difficulty in coming to the conclusion that the building committee were not responsible. The party responsible was the Fabrique. Judgment for plaintiff.

HUNTER *v.* GRANT.—There was nothing in this case to shew the connection between the transfer of the *bailleur de fonds* and the account sued upon. Several instalments payable under the transfer were coming due, but at the time the action was brought none of these instalments were due. His Honor was of opinion that the action must be dismissed with costs.

TARRATT *et al. v.* BARBER *et al.*, and TARRATT *et al. v.* FOLEY.—Applications were made in these cases for a *commission rogatoire* to England. The cases had been inscribed for hearing. The inscription in both cases was premature, and the motion to discharge inscription must be granted in both cases.

SERRE *v.* GRAND TRUNK Co.—This was an action for damages. The plea denied that plaintiff had suffered any damage. The parties went to proof, and the plaintiff brought up three or four witnesses, who estimated the damage at a high figure, but spoke in very vague terms of the nature of the damage. When cross-examined it did not appear that they had paid much attention to the place, but simply looked at it as they passed in the cars. The Court was of opinion that there was no damage proved. Action dismissed with costs.

NORDHEIMER *v.* DUPLESSIS.—This was an action *en revendication* of a piano. The defendant said he purchased it at a judicial sale. The fact of a purchase at a judicial sale was clearly proved. Action dismissed with costs.

COURT OF REVIEW.

Montreal, June 30, 1865.

PRESENT—Badgley, Berthelot and Monk, JJ.

BADGLEY, J.

HART *v.* ALIE, and HART, *tiers saisi.*—A motion had been made by the defendants to discharge the *délibéré* in this case, because it was not indicated in the motion that the appealing had been aggrieved by the judg of the original Court. But it was not nece for the party to tell the Court that he was aggrieved. The fact that he considered himself aggrieved was sufficiently shewn by his asking for revision of the judgment.—Motion rejected with costs.

JOHNSTON *et al. v.* KELLY.

HELD—That a final judgment rendered by a judge, dismissing a writ of attachment under the Insolvent Act of 1864, Sec. 3, Sub. Sec. 6, is subject to review, under 27 & 28 Vic. C. 39, S. 30.

This was a motion to discharge an inscription for review of a judgment dismissing a writ of attachment under the Insolvent Act, on the ground that there was no appeal.

Motion rejected with costs.

CORPORATION SEMINARY OF NICOLET *v.* PARENTEAU *et al.* and ROY, creditor, and TOURGEON *et al.* contestants. This was a case from Sorel. Judgment was rendered upon a distribution of moneys under an execution, and in making up the judgment, the prothonotary had taken the Registrar's certificate, by which he found that Roy had the first mortgage. Judgment below confirmed.

CAIRNS *v.* HALL.—Action in ejectment. Plea that there was tacit reconduction. No proof of plea. Judgment below confirmed.

DUPUIS *v.* BELL.—Plaintiff got a judgment against defendant's daughter, and in the seizure which followed, some misunderstanding occurred in consequence of the guardian being English and not able to speak French, and the bailiff being French and unable to speak English. The bailiff made the guardian responsible for the entire debt, interest and costs. Upon that security bond judgment was rendered in the district of Iberville, condemning defendant. This judgment was clearly contrary to law and must be reversed. Security bond set aside.

VIAU *v.* JUBENVILLE.—In this case there was a difficulty about a balance. A stone building was to be put upon the place where there had been a wooden one. The question came up, was the builder bound to account for the stone on the premises? The usage appeared to be that where the builder is not paid for taking down the old building, he has a right to the stone; but where he is paid, he must account. In this case he was paid $35 for the taking down the old building. Therefore, this item must be deducted.—Judgment reformed.

ATTY.-GENERAL, and GRAND TRUNK Co.—As stated at the time of the argument, the Court did not think it would be right to dismiss the action on the demurrer, and therefore the judgment must be confirmed.

CIRCUIT COURT.

MONK, J.

SCULLION *v.* PERRY *et al.*—The plaintiff, a money lender, lent a sum of money to E. B. Perry for which he took his note. Not being satisfied with the name of Perry, he obtained an endorser. The note, payable two months after date, not being paid at maturity, was protested, and the present action brought against the maker and endorser. The former made default. The endorser, Alport, appeared and said: I never endorsed a note made by E. B. Perry. I endorsed a note of which J. B. Perry was the maker. The name in the protest was E. B. Perry. The peculiarity of the case was that on looking at the name of the maker on