

De Lorimier knew all about the matter, and, besides all this, they took the advice of two of the foremost men in the profession. Now, however, it is pretended that they consulted these gentlemen for the purpose of letting them see how skilfully Mr. Lionais was winding his conspiracy around Mad. Regnier. This is a most extraordinary pretension, and, in fact, utterly absurd. I must say that from the beginning to the end of Chamilly De Lorimier's testimony, it bears on the face of it, the stamp, I will not say of falsehood, but of moral weakness, and contains something so unutterably absurd, that I cannot attach any weight to it. The consideration for the sale, in which Mr. Regnier intervened and authorized his wife, was estimated by the defendant at £4,500. Mr. Lionais undertook to pay £2,000, and also to pay certain debts mentioned in a schedule. It is alleged that this list was a deception, fabricated by Mr. Lionais. But there is no evidence whatever to lead me to this conclusion.

The next point is the *contre lettre* between Mr. Regnier and Mr. Lionais on the 3rd Nov., 1846, three days after the sale. It is said that this was fraudulent; but if Mr. Regnier was interested in the sale, he had a perfect right to enter into a *contre lettre* with Mr. Lionais, provided it contained no stipulation militating in any way against the rights of Mad. Regnier. The document must therefore stand. Thus the grounds of fraud and violence urged for rescinding the sale must fall to the ground.

There is a plea of prescription of ten years. This was rightly dismissed, because, instead of ten years, ten years less one day elapsed. From 1846 to 1854 Mr. Lionais was allowed to live on this property, and to expend large sums in improving it. Then in 1854, Mad. Regnier sold to Mr. Lemoine her rights to have the deed of 1846 set aside. It seems very extraordinary that her advisers, legal and business men, should have allowed her to wait so long, and, in an equitable point of view, this inclines the court to think that they had some doubt about the matter—that they were not sure there was fraud in the sale. Here was Mr. Lionais living like a prince upon this property, and Madame Regnier, as alleged, starving, and finally dying of a broken heart, and

for eight years, they never seemed to think Mr. Lionais to be a usurper! This was not human nature—not even Chamilly De Lorimier's nature. Even his lethargic temperament would have been roused up. It is very strange, indeed, that the parties thus allowed the moss of age to grow over their rights, and that then Mr. Lemoine, the *cessionnaire*, waited two years more, and, just as the clock was about to strike, and the ten years to expire, he suddenly woke up at the last moment and brought the present action. Although the legal prescription has not been acquired, I have no hesitation in saying that the facts I have mentioned have had great weight with me.

The next point is whether this lady failed to ratify the deed of 1846. Time has almost ratified it for her, but she also took steps for this purpose when she transferred the £2000, due her under it, to J. Bte. Lionais in March, 1853. Supposing this transfer effected by fraud, there is no evidence to satisfy the Court that it vitiated the ratification. But there is more in this case touching the fraud. Mr. Lionais, after he had made the purchase, seems to have been dissatisfied with it, and called upon Mr. and Mad. Regnier to take back the property—the very property which it is pretended he got into his possession by conspiracy with the profligate husband. I have to look at this declaration of his wish, and see whether he was sincere in it, or whether, as the plaintiff pretends, he merely did this to cover up a transaction which he was afraid was not all right. I cannot look into hidden motives. Mr. Lionais may possibly be a man of such consummate rascality as to act thus, but there is no evidence to warrant such a conclusion. But he did more; he brought an action to have the deed set aside, and invoked as a nullity that Madame Regnier, in becoming a party to the deed of sale, neglected to comply with the provisions of the law, which required that a married woman, who wished to dispose of her immoveable property, should first appear before a judge and state that she freely consented to the sale of the property. Mr. and Mad. Regnier appeared in the suit, and allowed the cause to stand. In the meantime a law (12 Vic., Cap. 48) was passed, which de-