After the death of his first wife with whom Bedard was *commun en biens*, he made a donation of a *conquêt* of the community, with onerous conditions attached. It appeared that several children survived from the first marriage, so that Bedard had only a right to half the *conquêt*. He gave it as having a right to the whole. The donation was made in consideration of the sum of 3,000 livres, and certain alimentary charges to be paid during the life of Bedard himself and of his second wife. 1,200 livres were paid at the time of the passing of the deed. Only 1800 remained to be paid. The action was brought for the recovery of the balance. The defendant pleaded that the plaintiff was never the proprietor of the whole lot, and that being entitled to only half, he could be entitled to only half the consideration money. This would be 1,500 livres, of which 1200 were actually paid to him, as shewn by the deed. The defendant, the donee, alleging subsequent payment to the donor of other 300 livres, and, moreover, the want of property in the donor except for half, pleaded that of the other half, being the property of the children, he had purchased out the rights of all except two of them. He contended, therefore, that the plaintiff's claim should be reduced to half, and that he, the defendant, had already paid more than the half. The Court thought that the circumstances of the action were clearly proved, and that Bedard had not only received more than his share, but that he had no right to transfer any part of the 1500 livres consideration money to the plaintiff. The judgment dismissing the action (at Vaudreuil) would therefore be confirmed.

CHARTRAND *et al vs.* JOLY, AND WHITLOCK, T. S., AND DESJARDINS *et al.*, intervening. BADGLEY, J.—This contestation arose out of the construction of a Church. The plaintiffs by *saisie-arrêt* attached a quantity of planks and boards, &c., at the mills of the *tiers-saisi*, Whitlock. The defendant was the contractor for the erection of the Church. The intervening parties were his sureties for the construction of the building. The defendant was to furnish all the materials, and the Syndic had simply to pay the price as stipulated in the contract. But the sureties stipulated that the price to be paid by the Syndic should be paid to them, and that all the materials on the premises should be held for them. Consequently they not only controlled the price, but everything that was put upon the premises. The defendant caused part of the timber to be put on the premises, and this was not in controversy at all. The rest of the timber was taken to Whitlock's Sawmill, where it was laid down. It was certain that this timber was never upon the church premises, and never came into the possession of the sureties at all. This timber was seized. The question then was, had the sureties acquired this sawed timber, and was it in their possession? The proof was clear that the defendant purchased this timber from one McCabe, and transferred it to Whitlock. Moreover that he was sued by Whitlock himself, and confessed judgment to Whitlock for the amount demanded. Whilst this timber was in Whitlock's hands, the seizure was made. An hour after, the defendant and one of the intervening parties arrived for the purpose of securing the timber. Whitlock refused to give it up. There was a form of delivery from defendant to the intervening party, but the wood remained in the possession of Whitlock, the *tiers-saisi*. The defendant and the intervening party stood upon the top of a hill overlooking the timber, and the former said to the latter, I give it to you. But this was no delivery nor was the wood taken out of the hands of the *tiers-saisi*. The judgment in consequence must be confirmed.

MORKILL *vs.* HEATH.—BADGLEY, J.—This was a petitory action. The defendant asked for the revision of a judgment maintaining plaintiff's demurrer to the defendant's plea, and dismissing the plea with costs. The plaintiff brought a petitory action to recover possession of the North-East half of lot 27, in the fifth range of the township of Stoke, founding his action upon a deed from the Secretary-Treasurer of the Municipal Council of the County of Richmond, dated 17th September, 1861. The land in question, 100 acres, with some other lots, equal to 300 acres in all, was sold for taxes on the 6th February, 1860, and purchased by plaintiff for the small sum of $9.30. The defendant pleaded that he had acquired the property from the British American Land Company by location ticket on the 10th of April, 1862, for $200, of which $50 was paid cash. The British American Land Company were then, and had been for more than ten years, the proprietors in possession of the land, and the plaintiff never had posession of it. That the sale of the land for taxes in February, 1860, was illegal, no taxes having been due, the Land Company having paid all the taxes to the Secretary of the Municipal Council of Windsor and Stoke, and the proceedings of sale to plaintiff were null. Further, that the plaintiff's deed was executed before the time allowed by law, inasmuch as it was granted before the expiration of two years from the date of sale for taxes, contrary to the provisions of the Statute. To this plea the plaintiff demurred on the following grounds:—First, that the validity of the deed of the Secretary-Treasurer, upon which the action was founded, could not be legally tested in the present suit in which neither the Corporation of the County of Richmond, nor of the Township of Windsor and Stoke were parties. Second, that by the common and Statute law of the Province, the plaintiff could not be dispossessed of the lot of land in question, nor could his title thereto be annulled, till after the judgment of a competent tribunal (pronounced against the Municipality, the Secretary-Treasurer of which received or was entitled to the purchase money), ordering such Municipality to repay the sum either with or without damages, or declaring the sale null and void. Third, that no such action was ever instituted, or was alleged to have been instituted against the said Municipality. This demurrer was maintained in the Court below.