

or assignor in relation to such immoveables as shall be within the limits of the district in which no such judgment has been obtained. (9 G. 4, c. 20, s. 6.)

5. Whenever any real property is situated partly in one District and partly in another, any proceeding for confirmation of title, may be commenced, prosecuted, allowed and carried into effect in one or the other of the Districts in which the real property in question may be partly situate at the option of the applicant, as if such real property were wholly situate in the District in which the applicant has chosen to commence his proceedings; nevertheless, in the case of purchase or other title of a nature to transfer property of fiefs or seigniories which extend into different districts, such proceedings and judgment of confirmation shall be obtained in the Superior Court sitting in term for the district in which the principal manor of such fief or seigniorly lies. (9 G. 4, c. 20, s. 6, and 14, 15 V. c. 60, s. 2.)

6. Upon proof of the formalities hereinbefore prescribed having been observed, the Superior Court in term shall, on the summary petition of the purchaser or proprietor, pronounce a judgment confirming such title deed, which judgment shall have the effect hereinbefore mentioned. (9 G. 4, c. 2, s. 4.)

7. If no oppositions are filed, the judgment of confirmation shall be pronounced purely and simply; and in the case of oppositions, the same shall be mentioned and referred to in such judgment of confirmation, leaving the parties to enforce the same upon the proceeds of such sale in the ordinary course of law. (9 G. 4, c. 20, s. 12.)

8. All persons, bodies politic or corporate, ecclesiastical or civil, women subject to marital authority, minors, persons interdicted or absentees, having or claiming to have any privilege or hypothec, under any title whatsoever, in or upon the immoveables in respect of which such judgment of confirmation shall be applied for, shall file their oppositions, containing the usual election of domicile, with the prothonotary of the court in which such proceedings are had, within the period above limited, in order to preserve their privileges or hypothecs, in default of which such privileges or hypothecs shall be extinguished; but nothing herein shall diminish the liability of administrators, husbands, tutors or curators, for the consequences of any neglect in relation to the premises, or shall in any way affect substitutions; Provided always that the purchaser may discharge the privileges or hypothecs so preserved, by paying the price, purchase money or consideration fixed and established in the manner hereinbefore provided, to the creditors who shall be entitled to receive the same, or by depositing the amount thereof in the hands of the prothonotary of the court in which the proceedings are had, to be distributed according to law. (9 G. 4, c. 20, s. 7.)

9. Provided always, that nothing hereinbefore contained shall extend to take away, alter, or in any way affect the rights or hypothecs of women during marriage, upon the immoveables of their husbands, or of children upon the immoveables of their fathers in relation to dower not yet open, nor in any manner or way to affect substitutions. (9 G. 4, c. 20, s. 8.)

10. Provided also, that seigniors, and all persons, bodies politic, or corporate, ecclesiastical or civil, holding as proprietors, any fief or seigniorly, shall not be bound to file any opposition in relation to the *cens et rentes foncières* and other feudal and seigniorial rights and burthens upon the lands for which such proceedings shall be had as aforesaid, except only in relation to any arrears of *cens et rentes* or any *lods et ventes* or other feudal or seigniorial rights or dues accrued before such immoveables were so purchased, or otherwise acquired, for which they must file their oppositions as hereinbefore provided in respect of other creditors. (9 G. 4, c. 20, s. 9.)

11. During the said four months, any lawful creditor of the vendor or assignor, or of their predecessors, may appear at the office of the prothonotary, and there offer an increase in the price, purchase money or other consideration in the aforesaid title deed contained, and have the same received, provided such augmentation amounts to at least one tenth of the amount of such price, purchase money or other consideration; and in like manner, any other creditor of such vendor, or assignor, may, in like manner, outbid such creditor, provided each creditor out-bidding the previous creditor or creditors, offers an increase in price not less than one twentieth of the amount of the price, purchase money or other consideration in such deed of purchase or acquisition contained, and offers also to restore to the purchaser or proprietor his costs and lawful disbursements, for doing all which he shall give sufficient security to be received by one of the Justices of the Superior Court