the *ingénieur en chef* may have been we know not, still less what he knew of the matter. Besides, it was not pleaded that there was no certificate of the proper officer. Secondly, it is clear that the certificate so given was to be conclusive if not attacked both as to quantity and quality.

The deed between Payton and Respondents only says that "la cloture sera sujette à l'approbation de l'ingénieur du chemin de fer et aussi de l'hon. Thos. McGreevy," &c., but there is also a clause by which Respondents agree that "toutes les conventions, charges, clauses et conditions" of the act between them and McGreevy shall apply to this deed. On referring to the deed with McGreevy, we find "that upon the certificate of the engineer aforesaid, that the work contemplated to be done under this contract *has been fully completed* by the contracting party of the second part," &c., the party of the first part will pay, &c. This is conclusive as to Respondents' pretention that the quantity of work done was not to be determined by the certificate of the engineer of the government.

We have, therefore, only to examine the other point, as to whether Appellant has any title to enable him to recover from Respondents. His title is based on the transfer of the assignee to him of the whole estate, save one item, dated the 29th May, 1879. This deed was not signified to Respondents. Were they obliged to take notice of it? If so, did Appellant's letters to them affect the question, and were they entitled to make the declaration on the *saisie arrêt*? I think by the assignee's title Dorion was seized of the estate of the Insolvent and defendants were held to know it. If, however, the defendants had been misled by plaintiff's letters of January, 1878, it might have justified them in dealing with Payton as though he were still owner of his estate—that is to say, Appellant would be estopped from claiming on the deed of transfer by the assignee. But I do not think that the letters were of a nature to mislead or that they did mislead Respondents, and this for two reasons. First, they were written in January, 1878, and the title from the assignee transferring the estate to Dorion was not passed till May, after the judgment of the Court confirming the discharge of the Insolvent. Besides, in the former of these letters Dorion told Gerin he was the *cessionnaire* of Payton. He did not then deceive him on that all-important point. Second, in January, 1879, a correspondence between the agent of Respondents and Mr. Dorion took place, in which Mr. Gerin, the agent, wrote to Appellant, offering him a note for $1,000, to be accounted for when the first contractor should give them an "*état définitif*". It will be observed that this letter was written in answer to a demand for "un règlement immédiat de l'affaire Payton". It was after this that the Respondents acknowledged as *Tiers-Saisis* to be indebted to Payton without giving any notice to Dorion. They alleged he knew of the *Saisie Arrêts*. This is not very probable, and it is not proved. I would therefore reverse the judgment and award Appellant the full balance due on the cost of the 608 arpents or acres of fence.

BABY, J., concurred in this dissent.

DORION, C.J., said that the Court was agreed as to the extent of the work, and that the certificate of Boyd was conclusive until contradicted both as to the extent of the work and as to the quality. The letters of the 12th and 22nd January, 1878, were inexact, and were of a nature to mislead Respondents. The judgment will therefore be reversed, and judgment will go for Appellant for the cost of 19 acres of fencing, with costs.

COURT OF QUEEN'S BENCH.

QUEBEC, December 7, 1882.

DORION, C. J., RAMSAY, TESSIER, CROSS & BABY, JJ.

VEILLEUX, Appellant, & LANOUETTE, Respondent.

Slander—Reconciliation, Evidence of.

Although the presumption of reconciliation in a case of slander is, as a general rule, favorably received, it is not so where the slanders complained of are atrocious, and dictated apparently by persistent malice.

RAMSAY, J. Action for verbal slander. The injuries alleged are of a very atrocious kind, and they are very well proved, as also the motive which induced the respondent to have recourse to the violent abuse of the appellant complained of. It seems the respondent was practising as a medical man in the parish of Gentilly, and that the appellant's son having been recently admitted to practice, settled in the parish of Gentilly, where his father resided and held