

PROVINCE OF CANADA,
District of Montreal.

IN THE QUEEN'S BENCH.

APPEAL SIDE.

WILLIAM G. GREENSHIELDS,

(Defendant in the Court below),

No. 81.

Appellant;

AND

GREGOR M'GREGOR,

(Plaintiff in the Court below),

Respondent.

RESPONDENT'S CASE.

THIS action was brought for the recovery of an instalment of capital, and for the arrears of rent or interest due under a promise of sale made by Respondent to Appellant, in March, 1855.

This document recited in Respondent's Declaration, is as follows:—

"I, Gregor McGregor, of the Parish of Montreal, in the District of Montreal, Esquire, do hereby promise to sell and good and sufficient title give to William G. Greenshields, of the City and District of Montreal, aforesaid, merchant, those two certain lots of land lying behind the lots at present occupied by him, being numbers one and four on a certain plan of my farm made by McFarlane, said two lots being supposed to contain three hundred feet front, and two hundred and forty feet in depth; I hereby binding myself to make up said lots to that amount in case of any deficiency being found, under the following conditions, to wit, that the said Title-deed shall be made and executed by me as soon as a certain cause now pending in the Court of Appeals, wherein William Clarke is the Appellant and I am Respondent, shall be decided in my favour, and in the meantime the said William G. Greenshields shall have the right to take immediate possession of the said two lots of land to fence and cultivate, and build upon the same, as to him shall seem good. That the said sale shall be made for and in consideration of the sum of six hundred pounds, of which the sum of two hundred pounds shall be paid upon the execution of the said Title-deed, and the balance of four hundred pounds by three equal annual instalments of one hundred and thirty-three pounds six shillings and eight pence each, with interest at six per cent per annum, and until such time the said William G. Greenshields shall pay to me the sum of twenty pounds currency per annum, for and in consideration of the use and occupation of the said two lots of land.

"And I, the said William G. Greenshields, do hereby accept of the said promise of sale, under the terms and subject to the conditions aforesaid.

"IN WITNESS WHEREOF, we have hereunto set and subscribed our names at Montreal, this second day of March, eighteen hundred and fifty-five."

(Signed,)

GREGOR M'GREGOR.
W. G. GREENSHIELDS.

Signed in the presence of
(Sd.) JOHN KAY.
" A. BLACK.

MONTREAL, 7th March, 1855.

The Appellant pleaded:—

1st.—*Defense en fait.*

2ndly.—That the Respondent was not proprietor of the land and had not executed a deed.

3rdly.—That Elizabeth Clarke, then proprietress, had in 1846 caused a plan of her farm to be made dividing it into lots, including those in question, which lots she sold to different persons; that he, the Appellant had acquired lots from several holders, according to said