

only in the month of December following, and then in an unfinished state, that to complete the house according to the terms of the agreement between the parties much work, which they specify in the report, remained to be performed.

On the 19th January 1818, the Court ordered the *experts* to appear before the Court, on the 23d of the same month for the purpose of explaining their report.

By their supplementary, or explanatory Report of the 23d January, 1818, they report, that the Appellant is entitled to no damages for the omission of the Respondent to deliver the house and out-houses, at the times specified in the agreement.

That the Respondent had not fulfilled his agreement in respect of the house, and that of the work covenanted to be done by the Respondent there remained undone, work of the value of ten pounds twelve shillings and six pence, which sum they take upon themselves to say ought to be deducted out of the balance remaining due to the Respondent by the Appellant.

The Court below having heard the parties upon these several reports and upon the evidence in the cause, pronounced on the 16th March, 1818, the following Judgment :

La Cour après avoir entendu les parties par leurs Avocats, tant sur la demande principale que sur la demande incidente : vu les rapports des experts nommés en cette cause dressés en exécution du Jugement interlocutoire de cette Cour, du trente Septembre dernier, lesquels la dite Cour a par ces présentes homologués, examiné le procédure et en avoir délibéré, faisant droit sur la demande principale, condamne le dit défendeur principal à payer au demandeur principal, la somme de quatre-vingt une livres, dix-sept chelins et six deniers courant, pour balance due au dit demandeur principal par le dit défendeur principal pour les ouvrages de menuiserie et de charpente, mentionnés en la déclaration du dit demandeur principal suivant les conventions entre les dites parties mentionnées audit Jugement interlocutoire du 30 Septembre dernier (déduction étant faite de la somme de quatre-vingt douze livres dix chelins, payé par le dit défendeur principal au dit demandeur principal, et aussi la somme de dix livres, douze chelins et six deniers pour les ouvrages qui restent à faire, ainsi que mentionnés au dit rapport d'experts,) avec intérêts sur la dite somme de quatre-vingt une livres, dix-sept chelins et six deniers depuis le 11 Mars, 1817 jour de la demande en Justice, jusqu'au parfait paiement et aux dépens et faisant droit sur la demande incidente, la Cour déboute la dite demande incidente avec dépens.

It is from this Judgment that the present appeal is brought.

The Reasons of Appeal are as follows :

FIRSTLY—That the said Court below, by the said final Judgment, confirmeth and homologateth the reports of the *experts* in the said cause filed, and because the said Court ought to have set aside the said Reports with costs.

SECONDLY—That the said Court below, in and by the said Judgment, maintaineth the action of him the said Respondent, against the said Appellant and condemneth the said Appellant to pay to the said Respondent a large sum of money, whereas the said Court below ought to have dismissed the said action with costs.

THIRDLY—That the said Judgment of the Court below purports to be founded upon a certain agreement, made and entered into between the said