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cepted signification of the deed of cession and no more; we, therefore, think appellant stands precisely in the position of the original vendors. The real difficulty arises out of an *ex post facto* law. It is a difficulty which, one would suppose, should at once have suggested itself to the mind, as not the least obvious of the many inconveniences resulting from *ex post facto* legislation of this kind, that it would disturb most unfairly acquired rights. The proceedings with regard to the expropriation, were, at the time of the sale, so illegal that it was necessary to apply to the Legislature to renew the power to make a repartition of the cost of the improvement. This law does not say who shall pay for the improvement, and in the absence of such a disposition, it is impossible to charge the vendor, under the ordinary charge of warranty, with a liability, which had no legal existence at the time of the sale. We must, therefore, reverse the judgment, in so far as regards the capital.

On the question of interest we are with the company respondent. By the terms of the deed the *auteurs* of appellant relinquish their claim to interest, and it is impossible to read the clause to mean that the intention was only to give the company delay to pay the interest till, by their operations, they were able to pay seven *per centum*. When the parties intended only to extend the delay of payment they used expressions which plainly indicate that intention. The judgment will, therefore, be reformed with costs of both Courts.

DORION, C. J. :—

By this action, the appellant seeks to recover from the Company (respondent) \$2,231.37, of which \$1,290.63 is for a balance of a larger sum which, by deed executed before Hunter, Notary Public, on the 28th June 1877, the Company acknowledged to owe to Mary Ann Campbell, widow Elisha Lane, and which balance she has transferred to the appellant by deed of the 15th of June, 1880, and the remainder for interest at 7 p.c. on said balance from the 1st of July, 1877, to the 15th December, 1883, date of the action.

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