

le dît Sr. preneur, ses hoirs et ayants cause de payer les cens et rentes, &c., dont le dît terrain est chargé envers la domaine de la seigneurie de Montréal. If it is contended that the nuns held à cens, and consequently that McCord in their rights could not grant à cens, the pretention goes further than either party probably would desire. Indeed, there is an express admission by respondents that they held the land en fief. For the purposes of this suit this admission would relieve the court from the examination of a question perhaps trenching on one of the most difficult subjects of seigniorial law: but in addition to this we have the position of this property legislatively established by the 23 Vict. cap. 80. By that Act we find that in 1860, eleven years before the re-inscription required by the appellants was obligatory, that the seigniorial rights, the *cens et rentes*, were abolished, and a constituted *rente* was created in their stead. Now we have seen by Art. 2084 C. C., 4thly, that among the rights exempt from the formality of registration are "Seigniorial rights, and the rents constituted in their stead."

The respondents draw attention to the expressions "original grants," "original grantor," which occur in the registration ordinance but this seems to me to be rather a superficial criticism of the text. There are different categories of grants that do not require registration. This does not affect the seigniorial grant à titre de censive which never requires registration, nor any *rente* stipulated in its stead.

Cross, J., concurred; and ROUTHIER, J., who was not present at the rendering of the judgment, also concurred.

Judgment reversed, Monk and Tessier, JJ., dissenting.

Judah, Wurtele & Branchaud, for Appellants.

Duhamel, Pagnuelo & Rainville, for Respondents.

SIR A. A. DORION, C. J., MONK, RAMSAY, TESSIER AND CROSS, JJ.

KENNEDY (plff. below), Appellant, and COWELL (intervening below), Respondent.

Endorser for credit—Lien for bona fide expenses incurred in connection therewith.

The appeal was from a judgment of the Superior Court, Montreal, (Torrance, J.) 31 May, 1878, maintaining the intervention of respondent. The appellant urged that Avey, being

only the travelling agent of appellant, had no authority to pledge the goods in question, and that the respondent was well aware of this. The judgment in appeal explains the facts sufficiently.

RAMSAY, J. The appellant, a merchant clothier of Montreal, employed one Avey, to travel in the district west of Toronto. He was engaged for three months at a salary of \$700 for the three months, and he was to have \$5 a day for expenses. On starting, the appellant gave Avey \$60, and told him that when the twelve days were over, he might draw on him for more money. Avey was at St. Catharines when the 12 days expired, and he drew for \$60 more. Being a stranger, a Mr. Bissonnette backed his draft, which Mr. Kennedy paid. Twelve days later, being at Brantford, Avey again drew on appellant, and the respondent for credit backed the bill. On its presentation, appellant declined to accept it. On what principle he undertook to refuse acceptance of the bill, the Court had been totally unable to discover, for he fully admitted his liability to pay the draft, in a subsequent letter written to Cowell some little time after, and even now he offered no excuse for allowing the bill to go to protest, and so putting the respondent,—who had simply performed an act of kindness,—to inconvenience and trouble. But, to resume, by the time the protested draft returned to Brantford, Avey had continued his journey, and had reached London whither Mr. Cowell followed him. By this time Avey had almost spent the money, and in order to secure Cowell and relieve himself from any imputation, he gave Cowell samples the property of Kennedy, to secure his being repaid. Avey at once wrote and telegraphed to Kennedy what he had done, and gave a list of the samples. Of these communications Kennedy took no notice. Subsequently Kennedy and Avey met, and some words passed between them. It seems, however, that Cowell wrote to Kennedy offering to give up the goods on repayment of the amount of the draft, and some trifling expenses in looking after Avey, when the protested draft was returned. Kennedy, in answer, wrote to Cowell offering to pay the draft and protest, but refusing to pay the sum of \$11 travelling expenses incurred by Cowell in going from Brantford to London. Cowell then sent the goods down by the Ex-