

respecting boundaries, to settle and fix limits, &c. Both Acts contained a special saving clause, whereby the rights of the Sovereign and of all persons were preserved, such only excepted as were particularly mentioned in the Acts. These special Acts had only reference to the common and commoners particularly, and to the purposes for which they were enacted, the regulation, management and use of the communal property, and the final settlement and definition of its limits; but neither in any way interfered with the acquired or vested rights of the Seigniors in the *usage de bois* in the *lisière de bois* above referred to, independently of the rights of the commoners in the *commune* itself. When the latter Act was passed in 1824, the Seigniority was subdivided amongst several proprietors, by purchases of separate portions of it, whereof the largest part belonged to the Demoiselles Lozeau, then minors, and *en tutelle* of their uncle Lozeau.

Whilst this subdivision existed, a deed of transaction, dated the 12th August, 1824, within three months after the coming into operation of the second Act of Parliament, was executed between these several co-proprietors and co-seigniors, of the one part, and the chairman and trustees representing the corporation, of the other part, wherein, after a statement that the old titles of the common were lost, the parties transacted and contracted together, they settled the extent and bounds of the common, as detailed in the deed, almost *in totidem verbis* the same as those given above as of 1724, and which detail was followed by the following express reservation:—  
 “que les dits seigneurs ès-noms et qualités qu'ils y agissaient respectivement, se réservèrent très-expressément tous les arbres et bois de haute futaie seulement, qui se trouveront dans l'endroit communément appelé la lisière de bois, suivant ses sinuosités depuis les terres ci-devant et anciennement acquises par le dit feu Sieur Lefebvre du dit Sieur de Courval, à aller à la dite Seigneurie de Labussandière; le dit bois consistant en plaines, érables, et autres bois formant les sucreries, pour en jouir suivant leurs droits respectivement comme bon leur semblera, excepté les arbres et bois qui se trouveront dans le quart de la dite

commune que les dits président et syndics concéderont ainsi qu'ils y sont autorisés; bien entendu toujours que le terrain ou fonds où se trouve le dit bois et arbres sus-réservés appartiendra à la dite commune.”

By this deed of transaction the parties thereto were severally maintained in their respective rights, the tenants retaining the property of the communal land, and the seigniors their reserved right and property in the *usage de bois*, and of the trees growing in the *lisière* within the common. Clearly the terms of this deed of transaction were not *ultra vires* of the chairman and trustees, but plainly within their statutory powers, to transact and conclude with the Seigniors; and their declaration of the Seigniors' reserved right of their *usage du bois*, in the *lisière*, which could not be withheld from them, was not a special *stipulation contractuelle*, or contract entered into by the chairman and trustees exorbitant of their powers.

The joint Seigniors subsequently executed a deed of partition amongst themselves, dated 20th June, 1826, for the division amongst them of the Seigniority, according to their respective rights and properties therein; and amongst the divisions thereby established, four were apportioned to the Misses Lozeau, whereof the first was at the N. E. extremity of the line of the common, and the fourth at the S. E. extremity, adjoining the dividing line of St. Antoine and Labussandière; their two other portions, and those of the other proprietors, lying promiscuously between the first and fourth portions. Their fourth lot is described as follows:—“toute la partie de la dite seigneurie qui se trouvera de front, à prendre d'un côté au nord-est à la part de seigneurie du dit Sieur Louis Manseau, à aller aboutir au sud-ouest à la Seigneurie de Labussandière, avec aussi la part dans la lisière de bois qui est et se trouve au-devant et vis-à-vis la susdite partie de seigneurie.” It is proper to state here that in the partition deed, to each particular division is appended, as to this fourth one, the same or an equivalent frontage portion of the *lisière de bois* as above.

It is upon this fourth allotment that the trespass is alleged to have been committed, and the damage complained of done. In order