

opinion, was erroneous. Art. 1472 is governed by 1027, which says that in contracts for the alienation of immovables the sale is perfect by the mere consent of the parties, even as to third parties, but subject to the dispositions relative to the registration of real rights on such immovables. Recourse must therefore be had to the law respecting registration. His Honor cited articles 2082, 2083, and 2098, and held that if an unregistered purchaser cannot confer any right (2098) it is because he is not proprietor as to third persons. The vendor, therefore, remained proprietor, and the creditor who obtains a judicial hypothec must have a privilege. This doctrine was followed in France, 24 Demolombe, no. 450, and in *Chesner v. Jamieson*, 19 L. C. Jurist, 190, the Court of Appeal unanimously maintained a registered conventional hypothec against an unregistered sale, made six years before. There was no reason why a distinction should be drawn between a conventional and a legal or judicial hypothec. The judgment setting aside the hypothec must therefore be reversed.

Judgment reversed.

Duranceau for the plaintiff.

Branchaud for the defendant.

GRENIER V. LEROUX.

[From S. C. Montreal.

Donation—Revocation—Sheriff's Sale—Bidding.

Held, 1. That a stipulation for the benefit of a third party made in a deed of donation may be revoked by the donor, even without the consent of the donee, if he has no interest in its fulfilment; so long as the person intended to be benefited has not expressed his intention of accepting it.

2. An agreement between two persons that one of them shall bid up a property at Sheriff's sale to a certain figure, and then re-sell it to the other, is perfectly legitimate.

Oliver Grenier, the father, made a donation *entre vifs* of an immovable to his minor son on condition of paying 1500 livres to each of his brothers and sisters on their coming of age. This donation was accepted by the grandfather of the donee. Some months afterwards the donor revoked this donation with the concurrence of the grandfather who had accepted on behalf of the minor. But when the latter attained his majority, he formally signified his acceptance of the donation. At this date, the immovable was under seizure at the suit of

creditors of the donor. The donee then filed an opposition to annul the seizure, claiming the property as his. This opposition suspended the sale, but an arrangement was come to between the donee and the creditors, by which the former in effect renounced his acceptance of the donation.

The present action was brought by one of the brothers of the donee, against the purchaser at sheriff's sale, claiming a hypothec on the property for his 1500 livres.

DORION, J., for the Court, held that the rights of the brothers and sisters, who had never accepted the donation in any way, were completely extinguished by the donee's renunciation of his acceptance. Even if the plaintiff had a hypothecary claim, it was purged by the sheriff's sale, and the plaintiff could only be collocated on the proceeds. It was pretended that the sale was a nullity because the purchaser agreed to bid the property up to a certain amount, in order to sell it back to the donee. But the plaintiff had no right to complain of this. The judgment maintaining his claim must be reversed, and the action dismissed.

Judgment reversed.

Doutre, Doutre & Robidoux for plaintiff.

Geoffrion, Rinfret & Dorion for defendant.

TORRANCE, DORION, PAPINEAU, J. J.

THE MERCHANTS' BANK OF CANADA V. McGRAIL,
and LAJOIE, Assignee, intervening.

[From S. C. Montreal.

Bailee—Receipt—Revendication.

TORRANCE, J. The question submitted is as to the privilege of the Bank on goods revendicated. On the 9th of May, 1877, the plaintiffs at the agency of their Bank at St. Thomas, Ontario, discounted a draft for the firm of Scott, York & Co., of Aylmer, drawn by that firm upon Henry Parker, represented in the present case by his assignee, Louis Joseph Lajoie, and at the time of such discount received as collateral security for its acceptance and payment, a bill of lading of the goods as being shipped by that firm to the plaintiffs or order at Montreal. The plaintiffs say that by the delivery of this bill of lading, the bank, under sections 46, 47, and 49, of the Banking Act, 34 Vict. Chapter 5 (1871), became vested with the goods mentioned in the bill of lading, and had a right to retain them