incomplete, and that it could not be made complete by any act of the purchaser, save its acceptance. There are covenants in the deed which bind the purchaser, and the general principle seems to be that in any agreement the party charged ought to sign. Where one of the parties charged does not sign, perhaps this might be covered by an acceptance, by another deed to which the vendor is a party, but if it is a stipulation of the deed that the purchaser must sign, I don't see how the failure to sign can be got over by some other act of one of the parties. No competent notary would deliver an expedition of an imperfect deed such as this is. It is, however, said, there is the delivery here of the original. Can we presume from that the consent of the vendor?

But I do not think the case need turn on either of these questions. I agree with the two courts in their appreciation of the evidence that at the time of the institution of this action the respondent had not acquired the prescription of 30 years. But he had occupied for nearly 30 years as owner. This would have availed him nothing in face of a good title going back to an actual possession *animo domini*. This, it seems to me, appellant has not got. Bignell's title from Harris is not proved. We have only a copy of the registration—the loss of the original is not proved, and the copy we have got purports to be attested by only one witness. To my mind there is no evidence of possession by any of these pretended proprietors. The only thing they did with regard to the land was to seek for ore there with Nutbrown, and not as owners of the land. They never dispossessed Nutbrown, who remained from that day till he was sued as he had been, the undisputed possessor *animo domini*. On the Harris lot appellants, therefore, claim to have an hypothec from persons who only had fabricated titles, without any dealing with the land as owners save their own assertions. The title is in Harris, but appellants are not Harris.

Two other points have been urged in favor of appellants. First, that the defects of their title are not specially pleaded. Second, that titles are relative, and that appellant's title is better than the respondent's. The answer to the first of these points is, that appellants filed these titles with their answers, and without special permission, which should only have been granted with leave to replead, and by the judgment their rights are saved. As to the second point, I can hardly understand this doctrine of relative titles. One title defeats another, but hardly because it is *relatively* better. Here, however, the question is between a title from a non-possessor and possession, and the rule is *melius est causa possidentis*.

The judgment of the Court of Review will be confirmed.

TESSIER, J., said that a notary who did not attest a notarial deed was only a witness. A notarial deed set forth the fact that it was made "Pardevant le notaire soussigné," the place where he was acting and for which he was matriculated.

Judgment confirmed.

Laurier & Lavergne for appellants.
E. Crépeau, Q.C., for respondent.

COUR DE CIRCUIT.

MONTMAGNY, 9 février 1885.

Coram ANGERS, J.

PAQUET v. THE CANADIAN PACIFIC RAILWAY COMPANY.

Assignation—Art. 34 C. P. C.—Exception déclinatoire—Juridiction.

JUGÉ:—*Qu'une personne engagée à Montmagny, pour aller travailler sur la ligne du chemin de fer que construit la Compagnie du Pacifique dans la province d'Ontario, ne peut poursuivre la défenderesse à Montmagny, endroit où elle a été engagée, pour recouvrir d'elles des dommages occasionnés par le refus de la dite défenderesse de procurer de l'ouvrage au demandeur, quand celui-ci s'est présenté pour obtenir de l'ouvrage à l'endroit où la compagnie construisait la dite ligne de chemin de fer dans la province d'Ontario.*

Le demandeur par son action réclamait des dommages pour la somme de $46.25, alléguant dans son action que dans le cours du mois d'octobre 1883, il avait été engagé à Montmagny, par un des agents de la défenderesse, pour aller travailler sur la ligne du chemin de fer qu'elle construisait dans la province d'Ontario; qu'il avait quitté Montma-