

583, 584, 585  
58b, and 587.

Pothier, in his *Traité du Contrat de Vente*, lays down an unerring touchstone by which the transport may be known to be an assignment of a *Droit Litigieux*.—First, It must be sold as a debt *douteuse et incertain*; and secondly, There must be a covenant that the *vendeur* does not warrant the debt, *et que l'acheteur la fasse valoir à ses risques et à ses frais*. This sale and transfer here has no distinguishing character from any ordinary assignment. It is true there is not to be found in the Deed any express clause by which the debt is warranted; but inasmuch as there is an implied covenant in Law "*que la créance qu'il vend existe, et lui appartient*;" such a clause was quite unnecessary. Here the debt not only is declared by the Heirs of La Croix, by their Agent Paul La Croix, as well as by the Judgment of the 20th June, 1809, not to have existed, and that it did not belong to the Widow and Heirs. The *mala fides* of the Respondent in making a formal renunciation of his rights, at the time when the Court were called upon to decide the question, as to the existence of the Fief, after an expence of above One Thousand Pounds, incurred through the false declarations of the Widow and Heirs, brings the Respondent within the 587th paragraph of Pothier's *Contrat de Vente*, and shews most clearly "*qu'il a commis un vol en vendant une prétension qu'il savoit mauvaise*;" And against such a fraud, it may be asked, where is the Law by which it is declared that a *Procureur* or *Avocat* shall not be protected?

Quebec, 20th July, 1819.

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