

by and through which the said defendant Uldège Bérard pretended to sell, convey, deed and transfer to Arthur Boisclair, the other defendant, all the rights, claims and interest which the said Uldège Bérard had and possessed in the manufactory of soft drinks and bottling plant as obtained by him from the said Leclerc as aforesaid and likewise a deed of sale of all his property, including what had been obtained and purchased by the said defendant Uldège Bérard since the said 23rd day of January, 1916, amounting to the sum of \$260.

.....  
 "Considering that under our law, as provided by an amendment of the Civil Code, I Geo. V, under art. 1569a, of the Civil Code as amended by chap. 63 of the 4th Geo. V, 1914, it is necessary that all sales *en bloc* be accompanied by affidavit in said law and amendment mentioned which have not been complied with in this cause.

.....  
 "Doth declare the sale made between the two defendants Uldège Bérard and Arthur Boisclair passed before Mtre Audet, N. P., at the Town of Magog, on the 4th day of June, 1917, false, fraudulent, simulated, null and void, etc.

---

#### PAYAN v. PAYAN et autres.

---

#### Aliments—Enfants—Faiblesse—Boissons enivrantes —C. civ., art. 166.

Un vieillard de 64 ans qui est dans le besoin et qui est incapable, par son travail, de se procurer les choses

---

M. le juge Guérin.—Cour supérieure.—No 605.—Montréal, 15 juin 1918.—J.-H. Migneron, avocat du demandeur.—Lachapelle et Beaulieu, avocats des défendeurs.