ample proof in the record of the requirements of the Arrangements Act having been fulfilled, and that he had prepared a written judgment to this effect.

MONDELET, J., observed that the Court was not called upon to decide whether the Company had obtained the required consent.

DRUMMOND, J., added that he did not wish it to be understood from his previous remarks that he pronounced an opinion that the Company had *not* complied with the Act.

Judgment reversed unanimously, and opposition of Grand Trunk maintained.

Cartier and Pominville for Appellants; A. & W. Robertson for Respondent.

SINCLAIR, *et al.*, (plaintiffs in the Court below), appellants, and HENDERSON *et al.*, (defendants in the Court below), respondents.

HELD—That the giving of a promissory note by an insolvent to one of his creditors, for the purpose of inducing him to sign a deed of composition, is a fraud upon the other creditors, and such note cannot be made the ground of an action against the insolvent.

In this case the question arose whether a note given by an insolvent to one of his creditors, for the purpose of obtaining his signature to a deed of composition, can serve as ground for an action. In June, 1861, the defendants became insolvent. A deed of composition was drawn up, in which they bound themselves to pay their creditors 7s. 6d. in the £, by three instalments in six, twelve, and eighteen months, for which instalments they gave their promissory notes, endorsed by Hon. L. Renaud. One of the creditors, Mr. John Sinclair, refused to sign the deed of composition. His claim was $1,123.76, and it was not till the defendants had given him a note for 2s. 6d. in the £ extra that he agreed to sign. This note was for $140.50, payable in two years. When the note came due, it was protested for non-payment, and subsequently endorsed over to Sinclair & Jack, (the first named being a son or Mr John Sinclair) for $75 consideration. It was on this note that the present action was based. The defendants pleaded that by the deed of composition, dated 2nd July, 1861, Mr. John Sinclair agreed to take 7s. 6d. in the £, which composition had been paid. The note bore date 13th June, 1861, a date antecedent to the date of the composition. The plaintiffs answered that the deed was not dated till completed, but that Mr. Sinclair signed before the note was given, and that he did so only on the the express assurance that he was to be paid the 2s. 6d. in addition to the amount of the composition. The Court below sustained the plea, and dismissed the action.

DUVAL, Ch. J., said that by all laws the transaction in question was considered a fraud upon the creditors, giving rise to no action whatever. The English authorities put it upon the broad ground of being a fraudulent act. It had been stated that previous to the Code Napoleon this was not the law in France. This was not correct. The Court entirely concurred in the judgment of the Court below.—Judgment confirmed unanimously.

John Popham for Appellants; Leblanc, Cassidy and Leblanc for Respondents.

CORPORATION OF THE PARISH OF ST. LIBOIRE, (plaintiffs in the Court below,) appellants, and GRAND TRUNK COMPANY, (defendant in the Court below,) respondents.

HELD—That the Grand Trunk Railway Company are not bound by law to construct bridges over points where their track crosses Municipal roads opened after the completion of the Railway.

This was an appeal from a judgment of the Superior Court at St. Hyacinthe, pronounced by Mr. Justice Badgley, dismissing the plaintiffs' action. The question was whether the Company were bound to construct a certain bridge. The railroad crossed a parish road, and the *procès-verbal* ordering the opening of the road, ordered the Company to make a bridge over it of sufficient height to allow the cars to pass underneath. The Corporation alleged that the Grand Trunk had constructed a bridge which terminated on private lands, so that the inhabitants of the parish could not cross the bridge without trespassing on these lands. The parish accordingly brought an action asking that the Company should be ordered to make another bridge, or pay $500, the estimated cost of construction

The defendants excepted on several grounds. They said they must be put *en demeure*, by an Inspector, to do the work, and that the parish could not claim the cost before the work was done. Further, that they could not be called on by law to do such work; that the *procès-verbal* was null, and at most should only have ordered defendants to pay their share of the work in proportion to the value of their property in the parish. Further, that they had made a sufficient bridge, and that the road in question had been opened several years after the track was laid.

The action was dismissed on the ground that the bridge, being a public bridge, should not be made at the sole expense of the Railway Company, but should be contributed to by all proprietors in the Parish. From this judgment an appeal was taken on the ground that the Railway Company were bound to make bridges over crossings, and that they had acknowledged their liability by making one which was insufficient.

DUVAL, C. J.—The opinion of the Court is that there is no law or statute which imposes upon the Grand Trunk any obligation to make a bridge, as the plaintiffs pretend.

Judgment confirmed unanimously.

Dorion & Dorion for Appellants; Cartier & Pominville for Respondents.

CHRISTIE, (defendant in the Court below), appellant; and MONASTESSE, (plaintiff in the Court below), respondent.

Question as to the existence of a servitude, *droit de passage a pied et en voiture*, over defendant's land. Held, that the servitude existed, and that defendant had not kept the passage in good order.

This was an appeal from a judgment rendered by Mr. Justice Loranger in the Superior Court at Montreal, 30th April, 1864. The parties were neighbors in the parish of Contrecœur, and there existed on their properties a reciprocal right of way for vehicles and for persons on foot. The action (*action confessoire*,) was