

was only in September, 1879, that the city council finally adopted a report recommending the widening of the street on different terms, namely: That one-third of the cost should be borne by the corporation and two thirds by the parties interested. The name of Mr. Wilson does not appear in these proceedings. On the whole, I have no difficulty in holding that the plea of the defendants should be maintained. Wilson entered into possession under a promise of sale, and no reason is given why the sale should be rescinded. Wilson became proprietor by his possession so far as the plaintiffs were concerned, and he interposed no obstacle to the expropriation."

The plaintiffs inscribed in Review, assigning the following reasons for the reversal of the judgment:—

"1. Because the defendant having failed to pay the interest for more than two instalments, the said plaintiffs were entitled to an *action résolutoire* (Troplong, *Vente*, vol. 1, Nos. 596, 646; Gilbert sur Sirey, Art. 1654, notes 26, 28; Aubry & Rau, vol. 4, p. 398; Laurent, vol. 24, No. 336 et seq.)

"2. Because the judgment should have rescinded the said sale for want of payment of interest, instead of purely and simply granting a personal condemnation against the defendants.

"3. Because said personal condemnation merely entitles the plaintiffs to a *décret* or sale by sheriff of said property, instead of being reinstated in the possession of the same by a *jugement résolutoire* upon refunding to the estate Wilson the £200 paid cash on account of the purchase money.

"4. Because under the terms of the marriage contract neither Alexis Brunet personally nor his wife had any right to sell the said lot of land before the expropriation of the whole or portion of the said lot was determined on and had in fact taken place, and that his sale to Hon. Chs. Wilson was premature and unauthorized under the said marriage contract and the terms of the substitution therein stipulated; and that for this reason the other plaintiff Alfred Brunet as tutor to the said substitution was at all events entitled to the said rescission and *jugement résolutoire*."

The COURT reformed the judgment, as follows:—

"Attendu que les demandeurs réclament la résolution de l'acte de promesse de vente par A. Brunet à l'hon. Charles Wilson reçu le 14 mars 1866, et de l'acte entre les mêmes parties en date du même jour intitulé, convention, et de l'acte de vente consenti par le dit hon. Chs. Wilson, au défendeur Alex. Molson de la propriété mentionnée au dit acte de promesse de vente et reçu le 12 avril 1872, à raison du fait que les défendeurs n'ont pas payé la balance du capital et une somme de \$252 d'intérêts échus;

"Considérant que les dits demandeurs n'ont pas droit d'exiger maintenant le capital, mais que le défaut de paiement des intérêts donne au vendeur ou ses représentants le droit de demander la résolution de la vente;

"Considérant qu'il y a erreur dans le dit jugement du 31 mars dernier, le réforme et révisé, et procédant à rendre celui qui aurait du rendre la cour de première instance;

"Déclare la dite vente résiliée et résolue, et annule le dit acte de promesse de vente, et le dit acte intitulé convention, et le dit acte du 12 avril 1872, en autant qu'il se rapporte à la dite propriété décrite au dit acte de promesse de vente comme suit, etc., et condamné les défendeurs à qualité d'exécuteurs testamentaires et administrateurs de la succession de feu l'hon. C. Wilson à livrer et abandonner le dit immeuble aux demandeurs, si mieux n'aiment les dits défendeurs sous 15 jours de la signification du présent jugement payer aux demandeurs la dite somme de \$252 avec intérêt, etc., et les dépens de l'action telle qu'intentée en cour supérieure," etc.

R. & L. Laflamme, and Girouard & Wurtele, for plaintiffs.

Lacoste, Globensky & Bisailon, for the Executors.

Barnard, Monk & Beauchamp, for A. Molson.

#### RECENT SUPREME COURT DECISIONS.

*Agreement—Additional parol term—Conditions—Carriers—Wilful Negligence.*—The plaintiffs (respondents) sued the defendants (appellants) for breach of contract to carry a quantity of petroleum in covered cars from London to Halifax, alleging that they negligently carried the same upon open platform cars, whereby the barrels in which the oil was, were exposed to the sun and weather and were destroyed. At the trial a verbal contract between the plaintiffs and the defendants' agent at London was proved,