

to which the land charged therewith was subject, and is secured by the same privileges as such duties and charges, and is further assimilated to seigniorial duties and charges by being declared by legislation subsequent to the Consolidated Seigniorial Act (32 Vic., ch. 30, s. 3,) to be imprescriptible as regards the capital notwithstanding mutations of the land charged therewith, and that a Cadastre made in virtue of the said Consolidated Seigniorial Act is a final title in favor of the seignior for all constituted rents established thereby and is a public document, recognized moreover by subsequent legislative acts, of the existence of which all persons are bound to have cognizance ;

“ Considering moreover that the principle, that lands charged with constituted rents created in the place of seigniorial rights are, in the absence of any express conventional warranty, conveyed subject to such rents as being a charge inherent to all lands situate in seigniories, is recognized by article 659 of the Code of Civil procedure and by section 54 of the Consolidated Seigniorial Act, which section expressly declares that in the event of a sale under a writ of execution “ every such immovable property shall be considered as having been sold subject there-
“ after to all such rights, charges, conditions or reservations,
“ without it being necessary for the seignior to make an opposi-
“ tion for the said purpose before the sale ; ”

“ Considering that in the present case the words of warranty contained in the deed of sale are simply the enunciation of the ordinary warranty of law and are purely a matter of style, and that they do not imply any conventional warranty against the constituted rent complained of ;

“ Considering that the lots in question were sold to the defendant subject to the constituted rent established by the cadastre and that his dilatory and peremptory exceptions are therefore unfounded ; and that his tender was and deposit is insufficient ;

“ Considering, however, that the plaintiffs are liable for all arrears of such constituted rent and of school and municipal taxes due at the time of the sale ;

“ Seeing that such arrears amounted to \$35.40 for the constituted rent, \$6 for school taxes and \$1.60 for municipal taxes, forming in all \$43, that the same being deducted from the said sum of \$400, leaves a balance due to the plaintiffs of \$357, with interest at 7 per centum per annum from the 22nd day of November, 1881 ;