their personal knowledge, and, therefore, I am of opinion to maintain the plaintiff's action.

MEREDITH, J. The whole question turns upon the interpretation to be put upon the license. The case has received a great deal of attention, and after giving it their best consideration, the majority, including the Chief Justice, are of opinion that the judgment is right. I think that a contrary interpretation would deprive the words of their meaning. It was evidently the intention of the Crown Lands Department that the Black River should form the Eastern boundary of the appellant's limit. I may add that the judgment of the Court below clearly meets the justice of the case, for it is plain that the Crown Lands Department did not intend to transfer to the appellant, for a few dollars, timber to the value of £1500.

DRUMMOND, J. I must say that I had great difficulty in interpreting this license, but I think that the interpretation put upon it by the majority of the Court is not only the most just and reasonable, but, as far as I am able to judge from my own experience, the most conformable to the practice and rules of the Crown Lands Department, it being, for obvious reasons, desirable that the limits should be put on the river.

AYLWIN, J., concurred.

DUVAL, C.J., concurred in writing, under 29 & 30 Vic. c. 26, s. 1.

Judgment confirmed, Mondelet, J., dissenting.

P. Aylen, for the Appellant.

J. Colman, for the Respondent.

PREVOST, (defendant in the Court below,) Appellant; and BRIEN *dit* DESROCHERS, (plaintiff in the Court below,) Respondent.

Notice to put a party en demeure—Form of Judgment decreeing performance of obligation.

The plaintiff, lessee, sued his lessor to compel him to fulfil one of the conditions of the lease, under which he was bound to provide materials for keeping the fences in good order. The action was instituted four days after notice in writing had been served upon the lessor, calling upon him to do the work. The judgment condemned the defendant to provide the materials within fifteen days from date of judgment; in default of his so doing, the plaintiff was authorized to provide the materials at the defendant's expense.

Held, that the notice four days before suit was sufficient. *Held*, also, that the judgment was correct in form; that both parties being before the Court, the delay might properly be made to run from date of judgment instead of from date of service thereof.

This was an appeal from a judgment rendered by *Monk*, J., in the Circuit Court at Montreal, on the 30th of June, 1865.

The plaintiff leased from the defendant certain land in the Parish of St. Martin, and he brought the present action for the purpose of compelling his lessor to fulfil one of the stipulations of the lease, viz, that the lessor should supply the lessee with the stakes and rails necessary for keeping the fences in good order. The plaintiff alleged that the fences were in a very bad state, that cattle from the neighbourhood strayed over his land and wasted his grain. He further alleged that he had frequently requested the defendant to furnish him with the necessary fencing materials, but that the latter had failed to comply.

The defendant pleaded that he had not been put *en demeure* to furnish the timber in question till four days previous to the institution of the action; and that he should have been allowed sufficient time to procure the fencing materials.

By the judgment of the Circuit Court, the defendant was condemned to furnish the plaintiff with the necessary fencing within fifteen days from the date of the judgment; and in default of his so doing, the plaintiff was authorized to procure the fencing at the defendant's cost. From this judgment the defendant appealed. The principal reason urged for the reversal of the judgment was that the plaintiff, being bound to put him *en demeure* by written notice to provide the fencing materials, should have allowed a reasonable time to intervene between such notice and the institution of the action, whereas only four days had been allowed.

MONDELET, J., dissenting, was of opinion that the judgment should be reversed.

AYLWIN, J., (also dissenting.) The usual course in a case where the judgment calls upon a party to do something, is to make the delay run from the signification of judgment,