

that the said vessel shall be and is the absolute property of the said Freer, Boyd & Co. (the defendants), so that they shall take and obtain the register of the said vessel in their own name, and may sell and dispose of the same, and give a good and valid title thereto." Instead of \$14,000, the appellants actually advanced \$24,000, from time to time, and then refused to go any further, and insisted upon the delivery over of the vessel. Goudie then refused to sign the builder's certificate, necessary to enable the appellants to register the vessel, unless they would pay various demands against him by parties who had supplied materials and stores used in furnishing. Finally, he signed the certificate upon the appellants paying two of the claimants 10s. in the £. Thereupon the respondents, Maguire & Co., who were among the claimants that the appellants refused to pay, instituted the present action, seeking to hold the appellants liable. The only witnesses examined were Goudie and his son, and McIntosh, one of the furnishers to whom the appellants had paid 10s. in the £. The only question was whether the appellants had in any way rendered themselves liable for the goods. The Court below having held them liable, the present appeal was brought.

The reasons urged in support of the appeal were as follows:—That there was not a word of evidence to show that the respondents ever had anything whatever to do with the appellants, whether by purchase of goods or otherwise. The goods were proved by the respondents' witnesses, to have been bought by Goudie's son for his father; and, by the same witnesses, to have been delivered to the elder Goudie, and used by him in the construction of a vessel he was building for his own benefit. They never ordered the goods or authorized their being ordered; they never used them, and never undertook any responsibility in respect of them. *Bridgman and Ostell*, 9 L. C. R. 445, was referred to, in which case it was held in appeal (reversing the judgment of the lower Court) that a person contracting for a house to be built for him, is not responsible for materials furnished by third parties to the contractor for finishing the house, where such materials were sold to the contractor, and not to the proprietor.

Per Curiam. (DUVAL, C. J., MEREDITH, DRUMMOND, and MONDELET, JJ.) Considering that by the evidence adduced in this cause, it appears that the goods mentioned in the plaintiffs' declaration were sold by the plaintiffs to James Goudie and not to the defendants; therefore, that in the judgment of the Court below, condemning the defendants to pay for the said goods, there is error, &c., the Court doth reverse the judgment, and dismiss the action of the plaintiffs, with costs of both Courts.

Judgment reversed.

Abbott, Q. C., for the Appellants.

Curran, for the Respondents.

NORDHEIMER *et al.*, (plaintiffs in the Court below) Appellants; and MARIE R. R. DUPLESSIS, *et vir*, (defendants in the Court below) Respondents.

Revendication—Sale by Bailiff out of District—Practice—Purchase from Lessee.

The plaintiffs revendicated a pianoforte which had been purchased by the defendants at a judicial sale of the goods of a party to whom the plaintiffs had leased the instrument. This sale was made by the bailiff in a different district from that in which the instrument was seized:—

Held, that the sale was null and void, and could not convey any right of property as against the proprietors.

Held, also, that the Court had power to declare the sale null, without any conclusions to that effect in the plaintiffs' declaration or special answers.

This was an appeal from a judgment of the Superior Court, at Montreal, rendered by *Monk, J.*, on the 30th of June, 1865, dismissing the appellants' action with costs. The action was brought to revendicate from the respondent, Duplessis, a piano which the appellants had leased to one Cordelia Martin, wife of Thomas Dagenais.

The plea of the defendant was that she had purchased the instrument at a sale made at Montreal, by one Beaulac, a bailiff from the district of Richelieu, in execution of a judgment of the Circuit Court for that district against Thomas Dagenais. The plaintiffs answered, that the piano had only been leased to Cordelia Martin, the wife of Dagenais, from whom she was separated as to property; that the sale