

herefore, to ask by his exception for the annulling of the letters patent in favor of the plaintiff, and the reason in the latter's answer in law objecting to that part of his exception is well founded, and I order that the allegations and the conclusions tending to that end be struck from the exception.

The judgment of the Court is as follows:—

"The Court, having heard the parties, by their counsel, as well on the demurrer filed by the defendant as on the answer in law to the first peremptory exception, having examined the proceedings, and having deliberated thereon;

"Proceeding to adjudicate on the demurrer:

"Considering that it does not appear by the allegations of the declaration that the properties of which the boundary is prayed for are not contiguous, and that the allegation of such being the case is therefore not a ground or reason of demurrer;

"Considering that a demand for damages or for compensation for issues and profits cannot be included in an action for boundary;

"Doth overrule the ground or reason of the demurrer herein above first mentioned, and doth maintain the other reason or ground of the demurrer, and consequently reject the allegations and that part of the conclusions of the declaration respecting a demand for damages;

"And proceeding to adjudicate on the answer in law to the first peremptory exception:—

"Considering that in order to bring and maintain an action of boundary, it is necessary that the plaintiff should be in possession under claim of ownership of the body of the property for which a boundary is sought, and that it is a good plea to the merits to oppose the absence of such possession by the plaintiff and the possession under claim of ownership of another person;

"Considering that Letters Patent granted by the Crown for land can only be declared null and be repealed by the Superior Court upon information brought by one of the law officers of the Crown;

"Doth overrule all the grounds or reasons of the answer in law, save and except that relative to the demand for the annulling of

the Letters Patent set up by the plaintiff in his declaration, and doth maintain the ground or reason respecting the demand for such annulling, and consequently reject the allegations and that part of the conclusions of the first peremptory exception respecting the demand for annulling the said Letters Patent;

"The whole with costs compensated."

C. B. Major for plaintiff.

Asa Gordon for defendant.

RECENT DECISIONS AT QUEBEC.*

Gage—Possession—Art. 1970, C. C.

JUGÉ:—Le créancier nanti d'un gage, qui le remet à son débiteur sur une reconnaissance écrite de ce dernier qu'il ne le prend que comme fidéi-commissaire (*bailee*), perd son privilège; ce mode de conversion de possession, admis par le droit anglais, n'étant pas reconnu par le nôtre.—*La Banque Molson v. Rochette*, C. S., Casault, J., 5 mai 1888.

Claim against estate of joint debtor en déconfiture
Dividend—48 Vict., ch. 22.

HELD:—1. The 48th Vict., ch. 22, does not affect the common law as to right of creditor to claim against the estate *en déconfiture* of a joint debtor.

2. Under the common law of this Province, a creditor claiming against the estate of a joint debtor, is entitled to take a dividend on his claim, only after deduction therefrom of whatever he may have received from his other joint debtors.

3. Money due by the creditor at the time of the claim is to be set off against it and not against the dividend to be declared upon it.—*In re Chinic, The Bank of B. N. A.*, claimant, and *Rattray et al.*, contesting, S. C., Andrews, J., Sept. 10, 1888.

Arrérages—Prescription—Enregistrement—Articles 2009, 2084, 2086, 2123, et 2125 C. C.

JUGÉ:—Les titres originaux de concession par la Couronne ne sont pas soumis aux formalités de l'enregistrement, et les arrérages des rentes constituées créées par ces titres, qui ne sont pas prescrits, sont tous dus par