

préalable, admettre que le privilège n'a pas eu lieu." Certainly no notification was required with respect to the property in the present instance, it being well known that it was property belonging to the public, temporarily deposited in the premises. A case has been cited from *Jour. du Palais, Savalette v. Moriseau*, which applies here. The *considerants* of that judgment were: "Attendu que le privilège s'étend sur tout ce qui garnit la maison; Attendu que ce droit de préférence est fondé sur la présomption que tous les objets sur lesquels il s'étend sont la propriété du locataire: qu'il suit de là, que le privilège doit cesser toutes les fois que le propriétaire a *du savoir* que son locataire n'avait aucun droit, soit par la suite de la connaissance que l'on lui en a donné, soit par la nature même de l'exploitation, &c., annulle," &c. I think therefore, that the goods in this case were exempt from seizure, and that the opposition should have been maintained.

DUVAL, C.J. At the time of the argument I was prepared to reverse this judgment, because it would destroy the whole of the bonded warehouse system. It is a privilege granted to the mercantile community, and it would be utterly unavailing if parties were to be told that their goods would be liable for the whole rent due. I concur in reversing the judgment.

CARON, J., concurred.

Judgment: Considering that the premises in which lay the goods seized in this cause were leased by the respondents for the purpose of being used, and were in fact at the time of the seizure used as a bonded warehouse established by law for the temporary storage of goods belonging to merchant and trader indiscriminately, and were not by the terms of the lease destined to be exclusively furnished with moveables belonging to the lessee: considering that the goods so seized belonged to the appellant, a trader in the city of Montreal, who had deposited them there for temporary storage a few days before the seizure thereof, and that they were so seized for rent, the greater part of which had become due before they had been so deposited: consider-

ing that the privilege granted to the proprietor by the 161st article of the *Coutume de Paris* over moveables found in the premises leased by him is founded on the presumption that such moveables are the property of the lessee: considering that such privilege does not extend to such goods as the proprietor must have known not to belong to the lessee: considering, therefore, that the said privilege did not extend to the goods seized in this cause, &c. Judgment reversed.

A. & W. Robertson, for the appellant.

Jetté & Archambault, for the respondents.

Dec. 9, 1867.

ELLICE, (plaintiff in the Court below) APPELLANT; and COURTEMANCHE, (defendant in the Court below) RESPONDENT.

*Squatters Act—C.S.L.C. cap 45—Improvements—Civil Code, Art. 417.*

The defendant squatted upon land of an absentee (who was represented, however, by an agent), cleared and improved the land and paid the taxes for three years:—

*Held*, in an action under C.S.L.C. Cap. 45, that the defendant was entitled to the value of his improvements, less the estimated value of the rents, issues and profits during his occupation.

This was an appeal from a judgment rendered by *Short, J.*, in the Circuit Court for the district of St. Francis, on the 15th of December, 1866. The action was instituted under C. S. L. C. Cap. 45, commonly called "the Squatter's Act," to recover possession of the south one-third of Lot. No. 13, in the 9th range of Clifton. The defendant admitted that the plaintiff was the proprietor, but urged that he, the defendant, had had peaceful possession from the 14th of February, 1860, during which time he had made considerable improvements, and had paid the municipal taxes, to the knowledge of the plaintiff, and he claimed to be paid the value of the improvements.

The Court below, *avant faire droit*, ordered an *expertise* to estimate the value of the improvements, and rents, issues and profits; and the *experts* reported the value of the improvements at \$350, and the rents, issues and profits at \$50. The report was homo-