

to pay in cash the costs of the suit which had then been instituted. And it is perfectly clear that they must have paid these costs, because there is no demand made here for them. I think the reasons urged by the appellant for the reversal of the judgment are insufficient, and that the judgment was perfectly correct.

DRUMMOND, J. It is said that the action should be maintained, because the plea is insufficient—because it was not pleaded that the note was given to induce the plaintiff to sign the agreement, by securing to him an unfair advantage over the other creditors. I think, however, the plea is quite sufficient. It is stated clearly “that by signing the said *acte* of composition, the conditions whereof have long since been fulfilled, he (the said John Henry Evans) discharged and released the said defendants from all the claims and rights which the said John Henry Evans had, or might have had, or pretended to have, previous to the execution and taking effect of said *acte*.” I am of opinion that this is sufficient. The case of *Martin and Macfarlane* was a very different case; there was no plea in that case at all. I concur with the majority here in thinking that the judgment should be confirmed.

MONDELET, J., concurred.

Judgment confirmed, Duval, C.J., and Meredith, J., dissenting.

S. Bethune, Q.C., for the Appellant.

R. C. Cowan, for the Respondents.

BRYSON (plaintiff in the Court below), Appellant; and STUTT (defendant in the Court below), Respondent.

*License—Boundary of Limit.*

The plaintiff obtained a lease to cut timber upon a location described on the back of the license as follows: “To commence at the mouth of Green’s Creek, on the Black River, and extend down six miles on the course South 21° West, and back four miles on the course North, 69° West.” The question having arisen as to whether certain timber seized had been cut on this location:—

Held, that the words “down on the course” in the license, meant “down the Black River on the course,” and that the word “back” meant “back from the Black River.”

This was an appeal from a judgment of the

Superior Court at Aylmer, rendered by *La fontaine, J.*, on the 9th of March, 1865, dismissing the plaintiff’s action. The facts were these:—On the 16th of January, 1857, the plaintiff obtained from the Inspector of Crown Timber Licenses at Ottawa, a License to cut Red and White Timber upon a certain location in the vicinity of Black River, one of the tributaries of the Ottawa. The description on the back of the license was as follows:—“To commence at the mouth of Green’s Creek, on the Black River, and extend down six miles on the course South 21° West, and back four miles on the course North, 69° West.”

Under this license the plaintiff, by *saisie-revendication*, claimed from the defendant 1800 pieces of White Pine timber, valued at £3000, alleged to have been cut upon the above described location during the existence of the license. To this action the defendant pleaded a general denegation, and the parties having gone to proof, the action was dismissed. The judgment of the Court below was as follows: “Considering that the Black River is the Eastern boundary of the limit described in the declaration, and that the Western boundary of the said limit runs parallel to the general bearing of the Black River at a distance of four miles from the said Eastern boundary, and considering that the timber in this cause seized under and by virtue of the Writ of Revendication, was not made upon the timber berth or limit of the plaintiff, it is adjudged that the action of the plaintiff be dismissed with costs.”

MONDELET, J. This is a case which has been the subject of much discussion, and I have the misfortune to differ from my colleagues. I have been much perplexed as to the right interpretation of the description in the license. The majority of the Court are disposed to agree with the defendant in taking the words “down on the course” to mean “down the Black River on the course;” and the word “back” to mean “back from the Black River.” If this interpretation be the right one, the timber was not cut on the plaintiff’s limit. But I am disposed to take the words in the meaning assigned to them by the plaintiff’s witnesses, who speak from