

pecuniary interest or liability.

And whereas, in addition to fraud, violence and surprise employed by Lionais in obtaining the sale and transfer to him of the 30th Oct., 1846, it is alleged and contended, that the defendant, Lionais, acquired the properties enumerated and described in the deed of 30th Oct., 1846, for a price less by one-half of its real value; that he was guilty of a fraudulent deception as to the price and consideration to be paid for said property, i. e. *lesion* against Regnier and wife, the Court, after careful consideration of the evidence adduced on the part of the plaintiff and defendant, which testimony is of the most contradictory and conflicting character as to the value, on the 30th Oct., 1846, of the property sold to Lionais; and after mature reflection upon the nature of the credits transferred, doth declare and adjudge that the alleged *lesion* is not proved, and that the deed of sale of 30th Oct., 1846, cannot be legally rescinded and annulled, upon the proof adduced in support of this pretension of the plaintiff, inasmuch as it is manifest that the neglected and abandoned condition of the real estate at the time of the aforesaid sale, the unforeseen and advantageous changes which have occurred since that date, and ameliorations since then by the defendant, the doubtful and precarious character of the credits transferred, render it difficult, if not impossible, now, and in the present case, to establish, by legal and sufficient proof, the real value of the property transferred to Lionais at the time of such sale and transfer; and seeing that without such proof it is not competent for this Court to annul or rescind the aforesaid deed upon the ground of *lesion*.

Considering, moreover, that it is difficult to determine what was the real amount of the consideration which the defendant undertook to pay to Regnier and his wife, from the peculiar nature as regards Regnier's share, and also because a portion of the price to be paid was of an aleatory character.

Seeing, moreover, that it appears, by the evidence adduced, that the plaintiff, Lemoine, himself paid only the sum of £1075 for the share of Madame Regnier, that is to say, for more than one-half of the property sold and transferred to Lionais by *acte* of 30th Oct.,

1846, the restitution of which is sought by the present action, and for which share Lionais, eight years previously, undertook to pay Madame Regnier the sum of £4500. Considering that for these reasons, and for others above assigned, the present action cannot be maintained, nor the deed of 30th Oct., 1846, rescinded and annulled, the Court hath dismissed and doth hereby dismiss the present action with costs." *

Fleming, for the plaintiff. *Barnard*, counsel.

Leblanc & Cassidy, for the defendant.

RECENT ENGLISH DECISIONS.

HOUSE OF LORDS.

Corporation — Public Improvements. —

Where persons have special powers conferred on them by Parliament for effecting a particular purpose, they cannot be allowed to exercise those powers for any purpose of a collateral kind. Therefore, a company authorized (making due compensation) to take compulsorily the lands of any person for a definite object, may be restrained by injunction from any attempt to take them for another object. *Galloway v. Mayor and Commonalty of London.* Law Rep. 1 H. L. 34.

Parol Agreement — Tenancy. — If a stranger begins to build on land supposing it to be his own, and the real owner, perceiving his mistake, abstains from setting him right, and leaves him to persevere in his error, a Court of Equity will not afterwards allow the real owner to assert his title to the land. But if a stranger builds on land knowing it to be the property of another, equity will not prevent the real owner from afterwards claiming the land, with the benefit of all the expenditure upon it. So, if a tenant builds on his landlord's land, he does not, in the absence of special circumstances, acquire any right to prevent the landlord from taking possession of the land and buildings when the tenancy has determined. *Ramsden v. Dyson,* Law Rep. 1 H. L. 129.

* The case is now before the Court of Appeals.