wanting in the record by my knowledge as a citizen. Apart from this consideration it might be said that it was of no consequence to the defendant whether the delivery was by the Grand Trunk or by the river. It may have been, but, at any rate, I do not deem it necessary here to say whether delivery by the Grand Trunk was a condition precedent. We have the fact that the delivery of a portion of the part in dispute was not tendered until the 12th May—more than three months after the sale, and no tender appears of the entire balance or remainder. I do not consider an offer after three months of goods to arrive shortly to be an offer made within a reasonable time. Every day of delay was a gain to the vendor and a loss to the vendee, as shown by the fall in price of 45 per centum. The Court here determines what is not a reasonable time, having regard to the facts and circumstances of the case; further, it says that there was no complete tender of the balance, being 25,000 feet; and it finds against the vendors that they have no claim against the vendees.

Action dismissed.

W. W. Robertson for plaintiffs.
M. B. Bethune for defendants.

SUPERIOR COURT.

MONTREAL, April 30, 1881.

Before TORRANCE, J.

THE EXCHANGE BANK OF CANADA v. MURRAY, and BROWN et al., Opposants.

Privilege—The furnisher of coal for household consumption has a privilege for supplies furnished during the preceding twelve months.

The opposants claimed to be paid out of the moneys levied by the sale of the moveable property of defendant, the sum of $237.46, for coal supplied to defendant at his domicile during the last twelve months before the seizure, which took place on the 27th February, 1879.

The sale and delivery took place as regards $135.35 within the twelve months.

PER CURIAM. Is the furnisher of coal for family or household consumption entitled to a privilege for supplies furnished during the last twelve months?

There is no difficulty under the French Code, C. C. 2101. It is there held that the *fournisseur de subsistances* is entitled to the privilege. *Vide* Marcadé on this article at n. 92.

Our article, C. C. 2006, uses the word provision in both versions, and the meaning in both is the same. Bescherelle, in his dictionary, vo. "Provision," defines it as "nom collectif de tout ce qui est compris dans la consommation alimentaire, l'usage et l'entretien de la vie domestique." There can be no difficulty in saying that the rule should be here as in France, and the privilege should hold.

Opposition maintained.

J. B. Abbott for opposant.
D. Macmaster for the bank.

COURT OF REVIEW.

MONTREAL, April 29, 1881.

JOHNSON, TORRANCE, PAPINEAU, JJ.

ROLLAND v. THE CITIZENS INSURANCE CO., and LAJOIE, plff. *par reprise.*

Jury trial — Verdict — Motion for judgment non obstante veredicto.

JOHNSON, J. This is a jury case, and a verdict has been rendered, and the plaintiff moves for judgment upon it in his favor; and the defendants also ask that judgment on the same verdict may be given for them. By art. 422, C. P., *the motion for judgment on the verdict can only* be opposed by means of a motion for a new trial, a motion in arrest of judgment, or a motion for judgment *non obstante veredicto.* The defendants take the last named course. By art. 433 *whenever the verdict of the jury is upon matters of fact in accordance with the allegations of one of the parties, the Court may, notwithstanding such verdict,* render judgment in favor of the other party, *if the allegations of the former party are not sufficient in law to sustain his pretensions.* Whatever may have been done before the code, and some very strange things were done (see cases of *Ferguson* v. *Gilmore*, 1 L. C. J. p. 131, and *Higginson* v. *Lyman*, 4 L. C. J. 329), that is the law now; and that is the law laid down in the judgment of the Court of Appeals in the case of *Fletcher* v. *The Mutual Fire Insurance Co.* disposed of last term. The defendants do not now come before the Court, and ask to set aside this verdict, and get a new trial. They ask that the verdict should stand, and remain as it is, and though standing, that they should get judgment. Why? not because the declaration does