

The 1183 article of the Code Napoleon thus declares the provisions of the Civil Law affecting contracts containing a resolute condition "La condition resolutoire est celle qui, lorsqu'elle s'accomplit, opère la revocation de l'obligation, et qui remet les choses au même état que si l'obligation n'avait pas existé, &c."

Article 1088 of the Civil Code of Lower Canada is in the following words declaratory of the Civil Law "a resolute condition, when accomplished, effects of right the dissolution of the contract. It obliges each party to restore what he has received, and replace things in the same state as if the contract had not existed; subject nevertheless to the rules established in the last preceding article with respect to things which have perished or been deteriorated."\*

In this case then it is clear that on the termination of the treaty of 1854, Great Britain and the United States stood to each other, as regards the Canadian Fisheries, precisely in the position they occupied previous to that treaty coming into force, that is to say bound by the provisions of Article I of the Convention of 1818.

Want of space prevents the further ~~enumeration~~<sup>examination</sup> of the proposition relating to the novation (erroneously styled payment in the article referred to) of the Convention of 1818. But no doubt can be entertained that it is as erroneous as the proposition therein advanced of the non-novation of the fishery article of the Treaty of 1783 by article I of the Convention of 1818.

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\* See Pothier Obligns. Nos. 224, 672; 4 Marcadé § 564; 3 Massé Dr. Com. Nos. 1795, 1797; Story on Con. § 977; 2 Fiore, p. 58.