

nity existing between them, and to the extent of that community.

And whereas the *contre lettre* of the 30th October, 1846, entered into between Lionais and Madame Regnier, was so made and executed to settle and determine definitively the amount and share of purchase money, payable to Madame Regnier by Lionais, under and by virtue of the deed of sale of the 30th October, 1846, which was fixed in and by the said *contre lettre*, at the sum of £4,500.

Seeing that the *contre lettre* of the 3rd of November, 1846, entered into by and between Lionais and Auguste Regnier, had for its object to settle and determine, as far as possible, the share and amount which should become payable to Regnier for his interest in the properties, credits and rights sold and transferred by the deed of sale of the 30th October, 1846, but that from the nature of the stipulations, and the then undetermined and eventual character of the consideration, it was and is difficult, if not impossible, to determine what amount Lionais undertook and promised to pay Regnier.

Considering that the *contre lettre* of the 3rd of November, 1846, between Regnier and Lionais, for the reasons above assigned, was not illegal, or injurious to Madame Regnier's interests, nor did the same in any way vitiate, or render illegal, void or voidable in law, the authorization by Regnier of his wife in the deed of sale of the 30th of October, 1846.

Seeing, moreover, that it does not result from the evidence adduced by the plaintiff, that the defendant, Lionais, either alone or in concert and confederacy with others, practised or employed any menaces, threats or violence, in order to obtain the consent of Madame Regnier to the deed of sale and transfer to Lionais, of the 30th October, 1846.

Seeing that the plaintiff hath not established, by legal and sufficient evidence, any acts of fraud, deception or surprise, alleged and pretended in and by his declaration, to have been employed or practised by Lionais, in reference to the deed of sale and transfer of the 30th October, 1846, but on the contrary the facts proved establish that the parties to that deed, and particularly Madame Regnier and her husband, acted freely and without

coercion and restraint, and with full knowledge of the facts, and that in so far as regards the defendant Lionais, there is no proof of surprise or coercion practised by him.

And seeing, moreover, that Madame Regnier entered into and executed the said deed, after full deliberation, was aided by the advice of relatives, and proceeded upon the counsel and advice of eminent lawyers of great experience, and holding a high character and position in their profession.

Seeing, besides, that it clearly results from the testimony adduced, that the defendant Lionais, by divers acts and proceedings subsequent to the date of the deed of sale of the 30th Oct., 1846, and which deed the plaintiff now seeks, by the present action, to set aside, and cause to be rescinded, upon the grounds of fraud and *lésion*, had manifested his desire that the said Regnier and wife should voluntarily annul and rescind the said deed, and retake the property to him sold and transferred by said deed, and that such re-transfer should be made, as proved by the express offers of the said Lionais, upon terms at once liberal and easy for the said Regnier and wife.

Considering that Madame Regnier, with the consent and legal approbation of her husband, on several occasions and by various deeds, subsequently ratified and confirmed the said deed of sale of the 30th Oct., 1846, and particularly by the deed of the 26th June, 1849, nearly three years after the execution of the said deed, whereby Madame Regnier granted to the defendant, Lionais, a considerable delay for the payment of the sum of £2000, part of the purchase money due and payable to her, under and by virtue of the deed of sale of the 30th October, 1846, and also by the deed of transfer dated 31st March, 1853, nearly seven years after the execution of the deed of 30th Oct., 1846, whereby Madame Regnier transferred the aforesaid sum of £2000 to one Jean Baptiste Lionais.

Considering that it is not competent for this Court, in view of the parties to the present action, of those interested, but who are not parties to the same, to enquire into and adjudicate upon the legal effect and validity of acts in which third parties, but who are not impleaded in this cause, have or have had any