

it might reach a particular point in St. Armand West, which would bring its people nearer to the Railway Station, and an application to this effect was made to the County Council. An inspector went to see the road, and returned his *procès-verbal* to the proper officer; and immediately persons were set to work to make the road, who tore down the plaintiff's fence. The plaintiff now claims a certain amount of damages. The plea is that all the proceedings were regularly taken, and that the road is in reality conferring an advantage upon the plaintiff. The latter answers that it may be an advantage, but he has a right to be heard in the matter. He further alleges that all the proceedings taken were contrary to law, and sets out no less than seven or eight different grounds of objection to the proceedings. The judges are all of opinion that these grounds are tenable to the full extent. The judgment that was rendered in the Court below went upon the 71st section of the law, which says that no objections of mere form shall be allowed to prevail in any action under this act, unless special injustice would be done by not allowing the objection. This is a clause to be found in a good many acts, and is intended to prevent mere groundless opposition. But it is a different case where the substantial rights of the parties are concerned. And further, the law provides that no person shall be deprived of his property till valuers have gone and estimated the value, and settled whether anything is to be paid. In this case there was no valuation of the property. The defendants went at once and took down the plaintiff's fence. The Court is of opinion that the Municipal Council had no right to proceed in that manner. The judgment appealed from must, therefore, be set aside, and damages to the extent of \$25 will be awarded to the plaintiff, with costs as of lowest class, Superior Court.

Berthelot, and Monk, JJ., concurred.

#### SUPERIOR COURT.

LACOSTE v. JODOIN.

##### *Transfer—Costs of opposition.*

*Held*, that a *cessionnaire* is entitled to the costs of an opposition necessary for the pur-

pose of establishing his title, though the deed of transfer be not enregistered.

SMITH, J. A question was raised in this case as to the opposant's right to costs of opposition. The law says that a man whose title is not registered, is not entitled to the costs of his opposition. The opposition in this case was filed by a *cessionnaire*, who claims under the deed of cession, which is not registered. Is he entitled to the costs of the opposition? The original deed of the *cédant* was registered, and the law does not render it imperative on the *cessionnaire* to register his title. The Court, therefore, is of opinion that he is entitled to the costs of the opposition, because he had no other way of establishing his title. Contestation rejected and report maintained.

HUBERT *et ux.* v. RENAUD *dit* DESLAURIERS.

##### *Execution.*

*Held*, that the plaintiff in a suit has no right to accompany the bailiff when the latter is executing the writ.

SMITH, J. This is an action of damages. The question arises, whether the plaintiff in a suit has a right to accompany a bailiff in the execution of the writ. In this case the defendant in the suit went with the bailiff, and his appearance so incensed the lady of the house, that he was obliged to hold up a chair in front of him to protect himself, while she poked at him with a long stick, and cried to him to be gone about his business. The defendant was the most in fault. He had no right to be there. He should not have gone to provoke the woman. The plaintiff will have judgment for \$25 damages, with costs as of the lowest class, Superior Court.

TOURVILLE *et al.* v. BELL *et al.*

##### *Partnership.*

*H.* being sued jointly with *B.* as the firm of *B. & H.*, pleaded that the firm was composed of himself and *B.*'s wife. The partnership was not registered till after action brought, and credit was given to *B. & H.*, the reputed firm:—

*Held*, that under the circumstances, *H.* was liable.

BADGLEY, J. This is an action brought for goods sold and delivered, under the following circumstances:—The goods were purchased by