

agreed that it should be transferred for advances required for the business of the Metro Pictures Limited;

“Considering that the plaintiff is a third party which has advanced money to the Metro Pictures Limited which remain unpaid to an amount in excess of the sum claimed from the defendant to whom it tenders the certificates of stock for which the defendant has subscribed;

“Considering that the defendant is by law stopped from pleading that he did not receive notice of the meeting of the 12th of April 1917;

“Doth grant acte to the plaintiff of its tender and deposit of its two exhibits no. 3 and 4 being respectively certificates of 50 shares preferred and 25 shares common of the capital stock of the Metro Pictures Limited as well as of the declaration of its willingness to deliver the same to the defendant upon payment of the amount herein claimed; doth condemn the defendant to pay the plaintiff \$3000 with interest thereon at the rate of 6 p. c., per annum from the 2nd of December 1916, and costs;

Confirmé en revision.

BERARD v. BERARD.

**Vente en bloc—Rétention du droit de propriété—
Vente conditionnelle—Affidavit—C. civ., art.
1569a et s.**

Lorsqu'une personne est propriétaire de meubles en vertu d'une vente conditionnelle ou suspensive, c'est-à-

M. le juge Haecktt.—Cour supérieure.—No 9920.—Sweetsburg, 18 mars 1919.—Anatole Gaudet, avocat du demandeur.—Romulus Cloutier, avocat du défendeur Boisclair.