

did defendants Begin and Lemieux purchase in good faith? They bought for \$350. No greater value is established. They (through their agent) went to South Durham, and with the assistance of the other defendant, Fee, took the property out of the tannery, and it was loaded on to cars and brought to Sherbrooke for a tannery then being put into operation by them. They paid the \$350, and it is not shown to have been worth more. The defendant Fee proposed to sell, and they bought of him. It is not shown that they received any benefit or that they acted secretly or connived with Fee, nor is it satisfactorily proved that plaintiff's mortgage is not collectable out of the tannery as it now stands.

That, however, is not the question. The law is to decide. See *Marcadé & Pont*, Vol. 10, pp. 451, 452 and 453. *Aubry & Rau*, Vol. 3, pp. 427, and 428. *Grenier, Traité des Hypothèques*, page 295. See also *Longueil v. Crevier & Crevier et al.*, 14 R. L. p. 110, and Art. 993 of the Civil Code. All these unite in saying that if a purchaser purchases in good faith, and is in possession *bona fide*, there is no revendication. The whole question turns upon this point of defendants' good faith. There is nothing in this case to justify a judgment for plaintiff, or that the parties acted in bad faith.

The judgment is as follows:—

"The Court having heard the parties, plaintiff and defendants Begin and Lemieux, upon the merits of this cause, examined the proceedings, pleadings, and evidence and deliberated;

"Considering that plaintiff hath as against said defendants pleading, failed to establish the material allegations of his declaration, and particularly that defendants pleading ever colluded with or conspired with defendant Fee to defraud plaintiff;

"Considering that so far as relates to the articles seized in this cause, to wit—'one engine and boiler and smoke stack, part of one fulling mill, one pin block, two tables, one leach, one pump, two pieces of shafting, five pullies and one bark mill, and gearing,' and which had been taken from the tannery in Durham in the district of Arthabaska,

where they had been placed in the tannery occupied by defendant Fee, and became immovable by destination, that the same were sold and delivered by defendant Fee to defendants Begin and Lemieux, who required them for a tannery then being put into operation in Sherbrooke, in the district of Saint Francis, and paid for by defendants Begin and Lemieux in good faith and at a reasonable price for such articles, that defendants took possession of them having bought them for their own use, requiring them for their own tannery in Sherbrooke, that they thereby became *tiers acquéreurs* in good faith, and that even if plaintiff had a mortgage upon the undivided half of the tannery from which they were removed, of which it is shown that defendants Begin and Lemieux had no knowledge, plaintiff has no right to pursue and seize them in their hands, they having been removed from said tannery and delivered to and paid for by defendants; this Court doth in consequence dismiss plaintiff's action with costs *distrains, etc.*"

Action dismissed.

*Bélanger & Genest* for plaintiff.

*Panneton & Mulvena* for defendants.

(J. P. WELLS.)

#### APPEAL REGISTER—MONTREAL.

*Saturday, March 15.*

There being no quorum, motions were received and entered, to be heard on Monday.

*Monday, March 17.*

*Wineberg & Hampson.*—Application of respondent to have the cause declared privileged rejected.

*Palliser & Lindsay.*—Petition in intervention rejected.

*Bryson & Menard dit Bonenfant.*—Motion for leave to appeal from interlocutory judgment rejected.

*Berger & Morin.*—Motion for suspension of proceedings rejected.

*Bernard & Bedard & Jeannotte.*—Motion for leave to appeal from interlocutory judgment rejected.

*Bastien & Charland; Bastien & Chagnon.*—Settled out of Court.