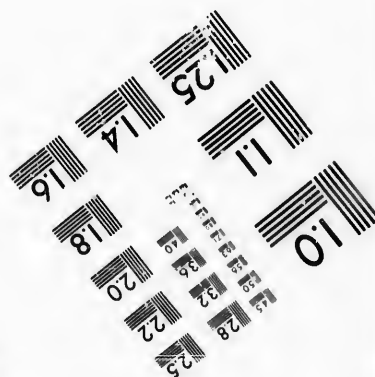
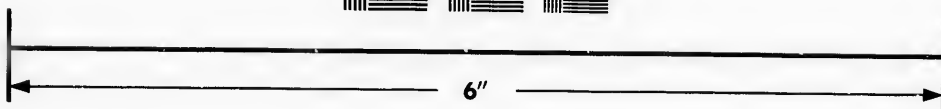
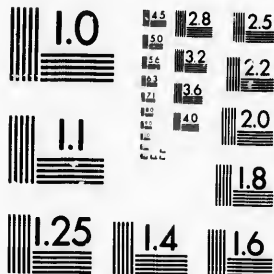


**IMAGE EVALUATION  
TEST TARGET (MT-3)**



**Photographic  
Sciences  
Corporation**

23 WEST MAIN STREET  
WEBSTER, N.Y. 14580  
(716) 872-4503

**CIHM/ICMH  
Microfiche  
Series.**

**CIHM/ICMH  
Collection de  
microfiches.**



**Canadian Institute for Historical Microreproductions / Institut canadien de microreproductions historiques**

**© 1987**

Technical and Bibliographic Notes/Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- Coloured covers/  
Couverture de couleur
- Covers damaged/  
Couverture endommagée
- Covers restored and/or laminated/  
Couverture restaurée et/ou pelliculée
- Cover title missing/  
Le titre de couverture manque
- Coloured maps/  
Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black)/  
Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations/  
Planches et/ou illustrations en couleur
- Bound with other material/  
Relié avec d'autres documents
- Tight binding may cause shadows or distortion  
along interior margin/  
Le reliure serrée peut causer de l'ombre ou de la  
distorsion le long de la marge intérieure
- Blank leaves added during restoration may  
appear within the text. Whenever possible, these  
have been omitted from filming/  
Il se peut que certaines pages blanches ajoutées  
lors d'une restauration apparaissent dans le texte,  
mais, lorsque cela était possible, ces pages n'ont  
pas été filmées.
- Additional comments: /  
Commentaires supplémentaires:

- Coloured pages/  
Pages de couleur
- Pages damaged/  
Pages endommagées
- Pages restored and/or laminated/  
Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed/  
Pages décolorées, tachetées ou piquées
- Pages detached/  
Pages détachées
- Showthrough/  
Transparence
- Quality of print varies/  
Qualité inégale de l'impression
- Includes supplementary material/  
Comprend du matériel supplémentaire
- Only edition available/  
Seule édition disponible
- Pages wholly or partially obscured by errata  
slips, tissues, etc., have been refilmed to  
ensure the best possible image/  
Les pages totalement ou partiellement  
obscurcies par un feuillet d'errata, une pelure,  
etc., ont été filmées à nouveau de façon à  
obtenir la meilleure image possible.

Docket title page is bound in as last page in book but filmed as first page on fiche.

This item is filmed at the reduction ratio checked below/  
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	12X	14X	16X	18X	20X	22X	24X	26X	28X	30X	32X
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The copy filmed here has been reproduced thanks to the generosity of:

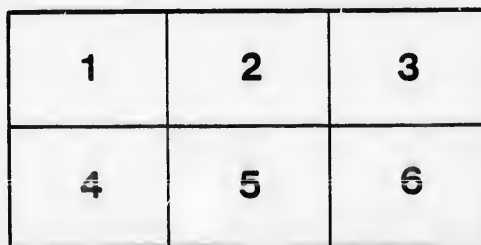
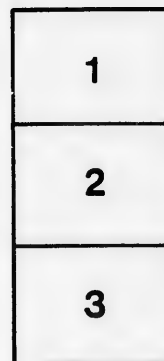
Seminary of Quebec  
Library

The images appearing here are the best quality possible considering the condition and legibility of the original copy and in keeping with the filming contract specifications.

Original copies in printed paper covers are filmed beginning with the front cover and ending on the last page with a printed or illustrated impression, or the back cover when appropriate. All other original copies are filmed beginning on the first page with a printed or illustrated impression, and ending on the last page with a printed or illustrated impression.

The last recorded frame on each microfiche shall contain the symbol  $\rightarrow$  (meaning "CONTINUED"), or the symbol  $\nabla$  (meaning "END"), whichever applies.

Maps, plates, charts, etc., may be filmed at different reduction ratios. Those too large to be entirely included in one exposure are filmed beginning in the upper left hand corner, left to right and top to bottom, as many frames as required. The following diagrams illustrate the method:



L'exemplaire filmé fut reproduit grâce à la générosité de:

Séminaire de Québec  
Bibliothèque

Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaîtra sur la dernière image de chaque microfiche, selon le cas: le symbole  $\rightarrow$  signifie "A SUIVRE", le symbole  $\nabla$  signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à partir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'images nécessaire. Les diagrammes suivants illustrent la méthode.

*In Appeal.*

PHILEMON WRIGHT

et al.

APPELLANTS ;

AND

JONATHAN ALGER,

RESPONDENT.

RESPONDENT'S CASE.

C. R. OGDEN, Attorney.

*In Appeal.*

PHILEMON WRIGHT

et al.

[Faint, illegible text block]

[Faint, illegible text block]

JULY, 1820.

PHILEMON WRIGHT, et al.

APPELLANTS ;

AND

JONATHAN ALGER,

RESPONDENT.

---

**RESPONDENT'S CASE.**

---

THIS was an Action instituted in the Court of King's Bench, for the District of Montreal, by the Respondent, against the Appellants, for a Breach of Covenant entered into by the Appellants and Respondent on the 13th day of February, 1818, by which the said contracting parties stipulated and agreed upon as follows, *to-wit* : " That the Appellants should and would, on or before the 15th day of August, 1818, grant unto the said Alger, the Respondent, a good and sufficient Lease of a certain building or tenement called 'the Trip Hammer Shop,' with all the tools, apparatus, and appurtenances thereunto belonging ; situated, standing, and being on the Grand Chaudière Falls, in the Township of Hull, to hold the same from the said day until the full end and term of one year next ensuing, to have and to hold the same for and during the aforesaid term of time, free of rent or charge whatever, with the appurtenances, at the expiration of which period the said Alger (the Respondent) was to restore said building unto the Appellants, with a' the tools, implements, and apparatus thereto belonging, in the same condition in which he received them, making a proper and suitable allowance for the natural decay, wear and tare of the said articles ; and it was also agreed that the said Respondent was to have the use and benefit of the Apprentices during the said time, he providing them with board ; and the said Appellants further bound themselves to provide and furnish the said Respondent with any quantity of iron and steel he might require to manufacture, during the aforesaid term of time ; and for such advances as they the Appellants should make to the said Respondent, they the Appellants bound themselves and agreed to receive from the Respondent scythes, axes, hoes, and all other useful implements and workmanship to liquidate the same, at the same price for which he could vend at the River St. Lawrence, or elsewhere ; and should the said Respondent have occasion to forward any tools or implements of his manufacture down the River, the Appellants further engaged to convey them in their boats, free from any expence or charge, as far as Lacluse ; and should the said Respondent require to transport any iron or steel from Montreal to Hull they the said Appellants, by the same instrument, engaged to transport the same for the price of Thirty Dollars per Ton weight. The iron and steel the said Appellants undertook to give the said Respondent at the first cost in Montreal, with the addition of transportation, and to deliver to the Respondent coal at the same price which they the Appellants were obliged to pay ; and further, that the said Respondent should enjoy the use of the gardens."

The Respondent after reciting the foregoing agreement and covenant in his declaration, alleges that he was at all times ready and willing to accept and fulfill the same, and offered so to do, but that the Appellants refused to execute on their part that which they were bound to do, and wholly made default, to the damage of the said Respondent £500, current money of the Province.

In support of the Respondent's Action, he filed certain exhibits, to wit :

- 1st—The original agreement, dated 15th February, 1818.
- 2nd—Protest by Respondent against Appellants, 24th September, 1818.
- 3rd—A letter from Respondent to Appellants.
- 4th—An agreement and discharge of the 13th February, 1818.
- 5th—A plan of the Trip Hammer.

To this action the Appellants pleaded first that all the allegations were false, and secondly *non infirmit conventionem*.

On which issue was joined and the parties proceeded to evidence ; on the 11th of October, 1819, the parties by their Counsel were heard, and on the 20th of April the Court below, by its judgment condemned the Appellants jointly and severally to pay to the Respondent a sum of £200, currency, for his damages, together with the costs of suit.

And it is from this judgment that an Appeal has been instituted.





