45, 1895 29405

In the Privy Council.

ON APPEAL from the Court of Queen's Bench, in the Province of Quebec (Appeal Side).

Between LA BANQUE D'HOCHELAGA - - - - - - *Appellants,*

AND

PIERRE AMABLE JODOIN & AL - - - - *Respondents.*

Case of Appellants.

1. This is an Appeal from a judgment of the Court of Queen's Bench, in the Province of Quebec, dated 27th September 1893, reversing a judgment of the Superior Court which had dismissed Respondents' action against Appellants. The Respondents, suing as Testamentary Executors of Marie Hélène Jodoin, formerly wife of Amable Jodoin, jr., seek to recover from Appellants One hundred shares of One hundred Dollars each in the capital stock of the Appellants' Bank, which shares they aver that the Appellants appropriated on the 31st December 1879, and they claim moreover the dividends since declared on said shares, less the amount of a note of M. H. Jodoin for $2,000, which they acknowledge they owe the Appellants. Rec. p. 104. Rec. p. 3. Rec. pp. 7-9.

The facts which gave rise to the Respondents' action are the following :—

2. Amable Jodoin, jr. had no means of his own, but managed and dealt with his wife's fortune, originally amounting to some $500,000, from the 28th September 1870 till his death, under a Power of Attorney authorising him to manage and administer her property, and, amongst other things, " to enter into " all kinds of transactions with incorporated Banks of the City of Montreal and " elsewhere, draw, accept, transfer and endorse all bills of exchange or drafts ; " make, deliver and endorse promissory notes ; pay and receive all sums of " money, and give discharges therefor to the said Banks ; draw and receive all " sums of money out of the funds or deposits general or special, which the said " principal may have in said Banks, and for that purpose make and sign all " necessary drafts or orders on said Banks, or on the presidents or cashiers or " any other officers, administrators or agents authorised to receive and pay them ; " and even to sell and transfer for and in the name of said principal all shares " and parts of shares that she may now or in the future have in the capital stock " of said Banks, and accept all transfers of shares in said Banks and pay the " price thereof ; vote at all meetings of shareholders of said Banks ; and " generally do all acts necessary for the management and administration of all " matters connected with general and special deposits and shares in said Banks, " and all business whatsoever with the said Banks which the said principal could " do herself if she were present in person." Rec. p. 62, l. 43-47. Rec. p. 63, l. 33-35. Rec. p. 14.

Rec. p. 27. 3. By Deed of Declaration, passed before Des Rosiers, Notary, July 30th 1871, Jodoin acknowledged :

That his wife had appointed him her attorney, as per above Power of Attorney, since when he had always administered her property.

That at the request and suggestion of his principal and to best further her interests, he had placed in his own name divers sums of money really belonging to her ; and that for that purpose and in contemplation of his appointment as director of the Jacques-Cartier Bank, he had transferred to himself $4,000 of the shares of said Bank, being the amount necessary to qualify him as director thereof.

That he had also, in his own name but with his wife's money, subscribed for $70,000 in the capital stock of the Metropolitan Bank.

That said shares, though in his name and apparently his, really belonged to his wife.

That he had no means whereby he could acquire sums of such magnitude, and that he made such declaration to avoid any difficulty his death might occasion and to establish the ownership of such sums of money, or any other monies or property he might thereafter have in his name, and that he wished if he died having anything in his name, that it should be considered as belonging to his said wife and not as forming part of his own estate, as it would really not form part thereof.

Rec. pp. 31-34. 4. Amable Jodoin, jr., on the 1st day of May, A.D. 1875, opened
Rec. p. 61, l. 11-16. an account with the Appellants in his own name, which account was closed on the 20th of September 1875, when the balance at the credit thereof ($3,622·08) was transferred to another account with the Appellants then opened by him in his wife's name.

On the 20th of August 1873, A. Jodoin, jr., subscribed in his own name for 100 shares of $100 each in Appellants' capital stock, which were paid for as follows :—

Rec. p. 52.

On the	1st October 1873	$1,000·00
,,	1st December 1873	1,000·00
,,	5th May 1874	1,000·00
,,	31st August 1874	2,000·00
,,	30th October 1874	5,000·00

Rec. p. 16. Of this last instalment $2,000 are proved to have been paid by his wife's
Rec. p. 60, l. 16 & seq. note, discounted for that purpose by Appellants.

On the 11th October 1875, A. Jodoin made a transfer of said shares in the
Rec. p. 25. Bank's transfer book, for value received, to his wife, M. H. Jodoin, and accepted said transfer as her attorney.

5. By Deed of Declaration before Jobin, Notary, December 19th 1876,
Rec. p. 29. signed by both Jodoin and his wife, it was declared :

That Mrs. Jodoin had given her husband the Power of Attorney hereinbefore mentioned, which was designated as both " general " and " special."

That Jodoin, at his wife's request, had bought in his name but with her money various immoveables, and also shares in certain monetary institutions in Montreal, and that he might thereafter use his wife's money for the purchase of other immoveables or shares.

That his own means were insufficient to enable him to procure sums of the magnitude of those which had been or might thereafter be so employed; that he did not wish to profit by or suffer from any of such transactions, and that he wished to avoid any difficulty which either his or his wife's death might occasion.

That he therefore wished it to be understood that all property, moveable and immoveable, including all moneys invested, shares, &c., standing in his name at the death of himself or wife, or at the termination of his mandate, should be considered his wife's absolute property and as belonging to her succession.

That Mrs. Jodoin recognised the said Declaration as being in all respects true, and that she intended to enjoy all benefits, and bear all losses arising from the said transactions of her said husband.

That the former Deed of Declaration hereinbefore mentioned was to be considered superseded, because the shares of the Jacques-Cartier and Metropolitan Banks had since been sold at a profit, and the proceeds employed for the benefit of Mrs. Jodoin.

6. By Deed passed February 27th 1877, before Pérodeau & Jobin, Notaries, to which Mr. and Mrs. Jodoin and their son P. A. Jodoin were parties, it was declared :— Rec. pp. 53-55.

> That A. Jodoin, jr., had for several years carried on business under the firm name of "Jodoin & Cie.," both at Longueuil and Montreal, and also the manufacture of stoves and different kinds of castings, and had further for that purpose established a large foundry at Longueuil, the whole with his wife's money.
>
> That their son, Pierre Amable Jodoin, should be substituted to his father in the said business, and that therefore Mrs. Jodoin transferred to her said son the said business and the stock-in-trade thereof, valued at over $30,000, for the sum of $20,000, which sum she gave to her said son *en avancement d'hoirie*.

7. While A. Jodoin, jr., was dealing with his wife's property as mentioned in the said Deeds of Declaration, the Appellants, in the course of and in connection with and for the purpose of such dealings, discounted, at his request, certain promissory notes, of which the originals or the renewals thereof are as follows :—

> (1.) A demand note for $2,000, dated 11th October 1875, signed "M. H. Jodoin, par Amable Jodoin, fils, proc.," payable to the order of and endorsed by the signer. Rec. p. 16.
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> This note was given in payment of the balance of the shares in question, and Respondents acknowledge that the amount thereof should be deducted from the dividends accrued on the One Hundred Shares claimed. Rec. p. 60, l. 16 & seq. Rec. p. 22, l. 22-33.
>
> (2.) A four months' note for $2,000, dated 22nd February 1879, signed N. H. Desmarteau, payable to the order of Amable Jodoin, fils, and endorsed by the payee and by M. H. Jodoin, par Amable Jodoin, fils, proc. Rec. p. 16.
>
> (3.) A four months' note for $5,000, dated 10th February 1879, signed, P. A. Jodoin, payable to the order of A. Jodoin, fils, endorsed by the Payee and by M. H. Jodoin, par Amable Jodoin, fils, proc.

Rec. p. 17.
Rec. p. 48,

This note was first discounted 19th May 1875, and periodically renewed until 13th June 1879.

(4.) A three months' note, dated 18th March 1879, for $3,250, signed and endorsed by the same parties as note No. 3.

Rec. p. 68, l. 36 & seq.
Rec. p. 69, l. 9-12.
Rec. p. 46.

This note is the last of several renewals of a note for $3,500, originally discounted 14th April 1875.

(5.) A four months' note for $4,000, dated 22nd March 1879, signed and endorsed by the same parties as note No. 3.

Rec. p. 50.
Rec. p. 69, l. 37 & seq.

Its history is as follows: On 30th March, 1875, a four months' note for $4,000, signed and endorsed by the same parties as note No. 3, was discounted by the Respondents. On its due date, August the 4th 1875, it was reduced by $2,000, and renewed for the balance up to 22nd August 1876, at which date the bank account in question stood in the name of M. H. Jodoin. It was then increased to $4,000, and periodically renewed for that amount till the note in question was given.

Rec. p. 18.
Rec. p. 50.

(6.) A four months' note for $2,250, dated 18th April 1879, signed and endorsed by the same parties as note No. 3.

Rec. p. 19.

(7.) A four months' note for $250, dated 26th May 1879, signed and endorsed by the same parties as note No. 3.

Rec. p. 50.
Rec. p. 48.

The following is the history of the two latter notes: On 6th September 1875, a three months' note for $2,500 was discounted by Appellants, and periodically renewed till 18th April 1879, when it was divided into two notes, to wit: note No. 6 and a note for $250, due the 25th May 1879, of which No. 7 is a renewal.

(8.) A twenty-four months' note for $737·35 dated 1st September, 1879, signed by and payable to the order of Jodoin & Co., and endorsed by the payees and by M. H. Jodoin, authorised by her husband. Respondents' liability on this note is not disputed, but on December, 31st, 1885, there was paid $345·44 on account.

Rec. p. 17.

(9.) A four months' note for $5,000, dated 13th June 1879, signed and endorsed by the same parties as note No. 3.

Rec. p. 48.
Rec. p. 68, l. 17-21.

This is a renewal of a note originally discounted 19th May 1875, and periodically renewed down to June 13th, 1879.

Respondents admit that the proceeds of notes Nos. 1 and 8 were credited to M. H. Jodoin, and the liability of her estate therefor is not denied. The proceeds of notes Nos. 3, 4, 6 and 9 were credited before September 20th, 1875, to the account opened in Appellants' bank in the name of A. Jodoin, junior, and after that date to M. H. Jodoin's account set forth in the bank pass-book. As to note No. 5, the proceeds of the first discount ($4,000) and also those of the renewal note of August 4th, 1875 ($2,000) were credited to A. Jodoin, junior. The proceeds of the note of August the 22nd, 1876, which was a renewal as to $2,000 and a new note as to the remaining $2,000, as well as those of the subsequent renewal notes, were credited to M. H. Jodoin. The proceeds of notes Nos. 2 & 7 were credited to M. H. Jodoin.

Rec. p. 68, l. 18-21.
Rec. p. 69, l. 37-45.
Rec. p. 50.
Rec. p. 68, l. 6-11.

Appellants having obtained judgment and issued execution against N. B. Desmarteau, maker of note No. 2, his wife, the daughter of Mr. and Mrs. Jodoin filed an opposition *a fin de distraire*, claiming as hers the property seized under such execution. This

Rec. pp. 57-58.

opposition having been dismissed, the opposant appealed and the case was finally settled by an agreement of December 7th, 1886, of the terms of which the following is a translation:—"Received from the "Appellant the sum of $200·00 currency, and in consideration of this "sum the Bank Respondent releases the Defendant in this cause from "all liability by reason of the judgment obtained against him before "the Superior Court, the said Respondent reserving its recourse against "all the other parties, and Appellants paying their own costs." Rec. p. 31.

8. In the early part of 1879, when the above mentioned notes matured, M. H. Jodoin's fortune had been considerably impaired, through depreciation in real estate and other losses, and the notes have since remained unpaid. Rec. p. 72, l. 13-21.

9. On the 31st of December 1879, a resolution was passed by the Board of Directors of the Appellants authorising their Cashier to transfer the 100 shares in question to the President of the Bank, in trust for said Bank, the amount thereof to be applied to M. H. Jodoin's account with them, being the indebtedness on the said notes. The transfer was made accordingly and the shares were afterwards sold at par by the Bank and the amount so applied. Rec. p. 59. Rec. p. 68, l. 1-5.

10. It was admitted by both M. H. and A. Jodoin at the time of their transfer that the Appellants, under the Canadian Bank Act 34 Vict., ch. 5, sect. 51, had a lien on said shares for the payment of the above mentioned notes, and they were so treated not only with the knowledge, but even at the suggestion and by the consent of each of them. Rec. p. 66, l. 3-35.

11. A. Jodoin junr. appears to have kept books of account of the transactions which he conducted in respect to the business of his wife and her estate. These books were kept in his own name during the time in which he conducted the transactions in that name; and they showed the renewals of the above mentioned notes, and contained an account headed "La Banque d'Hochelaga" showing date of subscription of the shares in question, the payment thereof by instalments, the transfer to M. H. Jodoin, and amounts of dividends paid up to January 1878. Rec. p. 70, l. 40, and seq. Rec. p. 71, l. 1-13.

12. A. Jodoin, junr. died on the 8th January 1880, and his wife M. H. Jodoin remained in possession of the above mentioned books and of the Bank pass-book also above referred to. Rec. p. 58.

13. There was no dividend paid on the Appellants' capital stock from January 1878 up to January 1882; but since that date dividends have been declared semi-annually, and public notices of such declaration of same were to be and were given in both the Canada Official Gazette and at least one local newspaper, pursuant to 34 Vict. ch. 5, secs. 38 and 69. Rec. p. 27.

14. M. H. Jodoin, though she lived till 19th January 1887, never made any claims on the Appellants for the said shares or for the dividends thereon. After her death an inventory was made of her estate by her executors, but no mention whatever was made therein of the said shares, or of any claim in respect thereof, although one of the Respondents—P. A. Jodoin, the son of the late M. H. Jodoin, and one of her testamentary executors, who was a party to said inventory—was in possession of the said books of account, with which books he was well acquainted, from having himself made entries therein. Rec. p. 72, l. 9-12; p. 70, l. 31 & seq. p. 52.

15. It was not till the 16th of November 1887 that the Respondents took their action against the Appellants, claiming the 100 shares above mentioned and all dividends accrued thereon : less, however, the sum of $2,000 represented by the note No. 1.

16. The Respondents in their action prayed :—

Rec. pp. 8 & 9.

(1.) That the Appellants be ordered to make such entries in their books, and take such other proceedings, as should constitute the estate of the late M. H. Jodoin the holder of 100 shares of $100 each in the capital stock of the Appellants, with the dividends accrued thereon from 1st January 1882, and that in default of the Appellants' so doing within the time fixed by the Court, they should be ordered to pay the Respondents a sum equal to the highest price such shares might have reached at any time up to the expiration of the time so fixed, but in any case not less than the par value of said shares ($10,000).

(2.) That the Appellants be ordered to pay the Respondents $1,310·00, the balance of the dividends on the said shares and interest thereon, less what the Appellants owed the Respondents on the note of $2,000 (note No. 1), and interest on said $1,310·00 from November 1st, 1887.

The Appellants pleaded—

Rec. pp. 9-13.

(1.) That the shares in question were subscribed for and paid by A. Jodoin, and that the subsequent transfer thereof to his wife M. H. Jodoin was null and void as being prohibited by Article 1,483 of the Civil Code. L.C.

Rec. pp. 9-13.

(2.) That when the shares were transferred to the Respondent Bank on the 31st of December, 1879, Mr. and Mrs. Jodoin were indebted to the Appellants in a sum of $25,883·06 on promissory notes, for which the Bank had a lien on the shares that when the originals of said notes and their renewals were made, endorsed and discounted, A. Jodoin, junior, to his wife's knowledge and with her consent, had in his possession and disposed of as her attorney with plenary authority and as freely as if it were his own, the bulk of her estate ; that M. H. Jodoin both expressly and impliedly ratified all her husband's acts with reference to said property and said notes, that the said shares were transferred with the knowledge and consent of both Mr. and Mrs. Jodoin in respect of and in part settlement of the indebtedness, and that they were subsequently sold by the Bank and the proceeds applied towards the said indebtedness representing $25,883·06.

Rec. pp. 21-24.

17. The Respondents answered the Appellants' first plea that the transfer of the shares by the husband to the wife was not a sale, or a transfer for valid consideration in the nature of a sale, nor a benefit between consorts, but a mere formality to give the wife a title to which she had a right, as the husband had in reality subscribed the shares for her and paid for them with her money ; and they answered the Appellants' second plea by denying M. H. Jodoin's responsibility for the promissory notes mentioned in the plea, except as to the note of

$2,000 and the balance of principal and interest on the note of $737·75, after deducting a payment on account of $345·44.

18. The Superior Court, Pagnuelo J. held:

(1) That the shares in question were subscribed for by A. Jodoin, jr., and paid as follows:—$5,000 in money by himself and $5,000 by his promissory note of October 30th 1874, on which note $3,000 were paid by him September 2nd 1875, and the balance by Mrs. Jodoin's note for $2,000, made October 11th 1875, at the time of the transfer of the shares to her. Rec. pp. 3-5.

(2) That nevertheless it appeared from the Power of Attorney given, the husband's want of means, the extent of the wife's fortune, and the management and administration of that fortune by her husband, that the statements of fact contained in the Deed of Declaration above recited were true and made in good faith, and that said transfer instead of being a sale was merely the rendering of her property by the husband to the wife and the recognition of an existing right in her, which was lawful.

(3) That the notes in question were notes made and negotiated for M. H. Jodoin's business and on her account.

(4) That the object and effect of the law in declaring null all obligations contracted by the wife with or for her husband, was to prevent the wife from becoming surety for the debts of her husband, but not to relieve the wife from debts contracted for her own affairs, merely because the husband became liable with her for the same debts.

(5) That M. H. Jodoin being liable to Appellants for the amount of said notes, and the amount thereof far exceeding the value of the shares in question Respondents had no interest in questioning Appellants appropriation of said shares.

The Court accordingly dismissed the action with costs.

19. This judgment was reversed by the Court of Queen's Bench (Appeal Side) who rendered the judgment now appealed from holding— Rec. p. 104.

(1) That the transfer of the shares by A. Jodoin to M. H. Jodoin was not a transfer to her of the property in said shares, but a recognition of the fact, which the Court held to have been established, that she was and always had been the owner thereof. That moreover the Appellants, having consented to said transfer, having accepted M. H. Jodoin's note in respect of the balance due on the shares, and having by their plea set up said note in compensation of the Respondents' claim could not now dispute the transfer. Rec. p. 115.

(2.) That there was no proof that A. Jodoin had ever been authorized to endorse the notes in question, as attorney for his wife, that the discounts of said notes constituted loans not required for the administration of Mrs. Jodoin's property, and therefore created under the circumstances a joint obligation of husband and wife, which, under Sec. 1,301 C.C., could not affect the wife unless where husband and wife were common as to property.

(3.) That there was no proof of the said discounts having been obtained for the affairs of the wife.

(4.) That the Appellants had appropriated the said shares without complying with the necessary legal formalities, and in violation of Article 1,971 C.C., and that there was no proof of Mrs. Jodoin having consented to such appropriation.

(5.) That the Respondents were not entitled to interest on the dividends in question, and that the dividends were compensated by the note for $2,000 and the balance of that for $737·75.

(6.) That there was no proof of the market value of the shares.

The Appellants were ordered to deliver Respondents, within 30 days from the date of the judgment, 100 shares of the capital stock, and in default to pay the par value thereof, with interest from the date of judgment, with reserve to Respondents of the right to claim dividends accrued since the institution of the action and all damages they may have suffered and which may result from the appropriation and retention of the said shares by Appellants and with reserve to Appellants of their recourse for the recovery of any balance which may be due to them on the sums of $2,000 and $392·31 after compensation by the dividends.

20. The Appellants humbly submit that the said judgment of the Court of Queen's Bench was erroneous and ought to be reversed, and the judgment of the Superior Court restored, for the following amongst other

REASONS.

1. Because the Deeds of Declaration made by A. Jodoin, jr., and accepted by his wife although legal evidence against Respondents are not such against Appellants.

2. Because in the absence of legal evidence that the shares in question were bought for Mrs. Jodoin and with her money, the transfer of said shares must be held to be what it purports to be on its face, an ordinary sale or transfer for value, and, as such, null and void as having been made between husband and wife.

3. Because the evidence on which the shares are or can be held to have been bought for Mrs. Jodoin and paid for with her money, and on which the transfer from husband to wife can be and is declared to be valid, is, if adequate to that end, ample to sustain the view that the endorsements and discounts of the promissory notes and the transaction in question, were authorised by and binding on M. H. Jodoin, and it cannot be accepted for one and rejected for the other purpose.

4. Because the power of attorney was sufficient to warrant the transactions, but even if it were insufficient it was supplemented by the *tacit mandate* resulting from the fact that M. H. Jodoin allowed her husband for several years to deal with her property in the way in which it was dealt with by him and to create conditions which her representatives cannot now dispute.

5. Because even if M. H. Jodoin had not authorised her husband to make the endorsements in question, yet inasmuch as the disputed notes were executed in the transaction of her business, and the proceeds thereof accrued to her benefit, she would have been in any event liable to the extent of such benefit. Rec. pp. 65-67.

6. Because there resulted from all the circumstances of the case, *a commencement de preuve par écrit* which rendered admissible the proof which was given by parol evidence of Mr. and Mrs. Jodoin's consent to the application of the shares aforesaid towards satisfaction of the debt to the bank.

7. Because the acceptance by Mrs. Jodoin of the Deeds of Declaration made by her husband taken in connection with all the circumstances which preceded and followed the same, together with her declared intention to enjoy all benefits and bear all losses arising from her husband's operations, constituted an acknowledgement that the latter had in all his dealings and transactions acted as his wife's agent, and a ratification by the wife of all such dealings and transactions.

8. Because ratification of A. Jodoin's transactions with the Appellants and admission by Mrs. Jodoin of her indebtedness in respect thereof, are to be inferred from her having taken the bank balance and the shares in question, from her having permitted the renewals of the notes to be entered in her pass-book and in her books of account generally, and from her having approved of the disposal of the shares in question for the payment *pro tanto* of the debt, and from her never having thereafter questioned the same, or claimed any of the dividends declared on said shares.

9. Because the consent of M. H. Jodoin that the shares should be realised to partly pay the notes in question, would have debarred Respondents from questioning such realisation, even if A. Jodoin had alone been indebted on the disputed notes; inasmuch as a wife separated as to property may legally consent to the alienation of her property to pay, secure, or facilitate the payment of her husband's debts.

10. Because Respondents by reason of the inaction and acquiescence of Mrs. Jodoin during the remainder of her life with regard to said shares and dividends thereon following her consent aforesaid, and by reason of their not having included the said shares in the inventory made by them of Mrs. Jodoin's estate; and otherwise by her and their conduct in the premises cannot now question the validity of said transfer.

11. Because the reserve expressly made by Appellants of their recourse against all other parties to note No. 2 made the discharge of Desmarteau, the maker thereof, conditional upon his not being the party ultimately liable on said note.

12. Because, under any circumstances, and apart from the question of her liability on the other notes discounted, Mrs. Jodoin

at the date of the transfer of said shares to Appellants, was unquestionably indebted to them, not only on notes Nos. 1 and 8, but also on note No. 2 and note No. 5 to the extent of at least $2,000.

13. Because whether the shares in question at the time of the transfer thereof to Appellants were the property of Mr. or of Mrs. Jodoin; inasmuch as both of them at the date of such transfer were unquestionably indebted to the Appellants in large amounts, and Appellants had a lien on said shares to secure payment of the indebtedness of the owner thereof; and inasmuch as they both consented that Appellants should dispose of said shares, and apply the proceeds on said indebtedness, Respondents can have no action for the restoration thereof, but merely an action for an account of any surplus proceeds of the sale of such shares; and there was no such surplus.

14. Because under any circumstances, the judgment appealed from, should not have limited the Appellants' rights to the note for $2,000·00 (note No. 1) and the balance due on that for $737·75 (note No. 8); inasmuch as apart from the other notes discounted Respondents are unquestionably indebted to Appellants for the balance due on note No. 2, and on note No. 5 to the extent of $2,000·00.

15. Because in any event, the judgment appealed from should not have reserved to Respondents the recourse for dividends and damages referred to in said judgment, inasmuch as the claim for the dividends with respect to which such recourse was given, is a matter in issue in this cause and should have been adjudicated upon, or disposed of, or put in train for disposition in this case by the said judgment; and inasmuch as Respondents not having asked for damages from Appellants, the said judgment is as regards such damages *ultra petita;* and because it should have been decided in this regard, that under the circumstances of this case, if there were any liability on the part of the Appellants, it could not be for more than the sum actually realised by the sale of the shares without interest thereon.

EDWARD BLAKE.

FRED. L. BÉIQUE.

In the Privy Council.

ON APPEAL from the Court of Queen's Bench in the Province of Quebec (Appeal Side.)

BETWEEN

LA BANQUE D'HOCHELAGA - - *Appellants,*

AND

PIERRE AMABLE JODOIN & AL - *Respondents.*

Case of Appellants.

BOMPAS, BISCHOFF, DODGSON, COXE & BOMPAS,

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