

The original minute of a notarial *acte* impeached *en faux* is to be fyled, in most cases, by the defendant *en faux*. Paquet vs. Demers, 1810, no. 107.

If the *moyens de faux* be such as will not (if proved) affect the *acte* impugned the court will set them aside and proceed in the cause in chief. Baby vs. Bernard, 1810, no. 667.

In the case of a will, a suggestion that only one notary was present at the execution of the instrument is a *moyen de faux pertinent*. Proux vs. Proux, 1819, no. 106.

A claim which has no connexion with the demand in chief cannot be the subject of an incidental cross demand. Lafleur vs. Mure, 1810, no. 41.

An incidental cross demand must be founded on, and must set forth, something more than the matter pleaded by exception to the demand in chief. Dussault vs. Stuart, *et vice versâ*, 1816, no. 267.

In an action for rent that the defendant has not been kept "*clos et couvert*" cannot be pleaded by exception to the action: it is a breach of contract on the part of the landlord, and the tenant must seek his remedy in damages by an incidental cross demand. Weippert vs. Iffland, 1820, no. 122.

In an action for work and labour in building vessels, the defendant pleaded want of skill and filed an incidental cross demand for damages, and this was held to be the correct course of proceeding. Galarnéau vs. Murette, 1818, no. 510.

An incidental plaintiff must give security for costs, if he be resident without the province. M'Callum vs. Delano *et vice versâ*, 1812, no. 399.

Of an irregular cross demand (incidental) advantage must be taken by *exception à la forme*. Turner vs. Whitfield, 1811, no. 10.