PAGE	PAGE
price of goods sold to the ship-	pleaded that the firm was com-
builden for the number of furnish.	posed of himself and B.'s wife.
builder for the purpose of furnish-	The partnership was not regis-
ing the vessel. Freer and Ma-	tered, and credit was given to B.
Cruste	and H., the reputed partners.
MUNICIPAL COUNCIL.—Land cannot be	Held that H. was liable. Tour-
taken by a Municipal Council for	mille w Rell 41
the purpose of making a road till	
it has been valued by valuators.	PARTNERSHIP.—The debtor of a firm can-
Deal v. Corporation of Philips-	not set off against the partnership
burg 41	claim a debt due to him by one of
MUNICIPAL ACT.—The amending Act 24	the partners. Rolland v. St.
Vict. c. 29, amending the L. C.	Denis
Consolidated Municipal Act, is to	PARTY IN A CAUSE. See WITNESS.
be read together with the original	PAUPER. See Appeal in forma Pauperis.
Act, and there is no appeal from	PAYMENT. Banking institutions are not
decisions under it. Hotel Dieu and	liable for any deficit in packages
St. Jean Baptiste 160	of silver paid out by them, unless
MUNICIPAL ACT. See APPEAL.	the silver be counted and the de-
MUR MITOYEN.—Damages in consequence	ficit made known before the pack-
of privy built against mur mi-	ages are taken from the Bank.
	Brown v. Quebec Bank 253
109000 = 000000	PAYMENT.—Note paid by goods. Angers
NEGLIGENCE.—Damages refused, where	and Ermatinger
the injury was the result of pure	Possessory Action.—In order to main-
accident, and no negligence could	tain an action en complainte, the
be imputed to the defendants.	plaintiff must have had exclusive
Montreal City Passenger Railway	and uninterrupted possession of
Company and Bignon 121	the moments during the year and
NEW TRIAL. See FELONY.	the property during the year and
NOVATION.—An agreement to give dis-	day previous to the institution of
charge in full to insolvent "on	the action. Morin and Palsgrave 111
payment of composition within six	Possessory Action.—See Complainte.
weeks" effects novation, though	PRACTICE.—The Court may discharge a
composition be not paid. Tees v.	délibéré, and order the case to be
McCullock 135	inscribed on the rôle d'enquête for
ORTAINING GOODS WITH INTENT TO DE-	the purpose of allowing the plain-
FRAUD.—The defendant was in-	tiff to complete his answers to in-
dicted for obtaining goods from T.	terrogatories sur faits et articles,
W. R. with intent to defraud, and	where the interrogatories have not
convicted on evidence that showed	been answered properly at first.
that he had obtained from T. W.	Jones and Lemoine 16
R. an order for the delivery of the	PRACTICE.—Special answer. Defects in
goods, promising to pay cash, but	declaration not supplied by alle-
failing to do so, and becoming in-	gations of special answer. Gibson
solvent a few days after. He had	and Moffatt
had other transactions with T. W.	PRACTICE. See APPEARANCE.
	PRESCRIPTION.—The Statute of Limita-
R. and had met his engagements	tions must be pleaded by an ex-
in them. <i>Held</i> , that the convic-	ception, and cannot be put in issue
tion was sustained by the evidence	by a demurrer. Wilson and De-
and could not be disturbed. Re- gina v. McDonald	1
	PRESCRIPTION OF TEN YEARS. Hogle and
Opposition.—A person holding property	McCorkill
merely as an agent cannot file an	PRINCIPAL AND AGENT—Agents who do
opposition afin de distraire in his	
own name. Pennoyer and Butler. 21	
PARTNERSHIP.—An unfulfilled promise to	principals (who are individually
admit an employee to a share of	unknown to the creditor) are per-
the partnership business, held not	sonally liable. Lovell and Camp-
to make the employee liable to 7	bell
share in the losses. Farrell v.	PROMISSORY NOTE.—The holder of a pro-
Glassford 37	missory note who has alleged that
PARTNERSHIP.—B. and H. being sued	his title thereto is derived from an
TARINAMIT. D. G. O D L U U	endorsement which is afterwards