

	PAGE.
REGISTRATION:—The costs of, are always at the cost of the debtor. (<i>Beauchéne vs. Pacaud, C. C.</i>)	135
" —The, of an obligation granted by one <i>Antoine Declos alias Declenu</i> , inscribed in the Register as the obligation of <i>Antoine Dechène</i> , will be of no avail against a <i>tiers détenteur</i> who purchased from the mortgagor in good faith, on a certificate attesting that no mortgage was registered against the property belonging to said <i>Antoine Declos alias Declenu</i> . (<i>Beland vs. Dionne et al., C. of R.</i>)	204
REQUÊTE LIBELLÉE:—A petitioner complaining of the election to the Mayoralty of Montreal cannot by the same petition allege that the election was null and pray that it be declared so, and allege that the sitting Mayor was disqualified and pray that the petitioner be declared duly elected; such allegations and conclusions being incompatible. (<i>Beaudry vs. Workman, S. C.</i>)	15
RESCISION:—A notarial act, consented to by a person in a state of intoxication brought about fraudulently by the person in whose favour the act was made, is subject to rescision. (<i>Verdon vs. Verdon, S. C.</i>)	223
REVIEW:—Court of, <i>Vide PRACTICE.</i>	
SAISIE GAGNÉE, <i>par droit de suite</i> , may be exercised (as between landlord and tenant) after the expiration of eight days from the date of the removal of the goods from the premises leased. (<i>Serrurier vs. Lagarde et al., C. C.</i>)	252
SALE:—In the case of a, of a steambont, by way of mortgage, or of mortgage by way of sale, without registration as required by Art. 2360 of the Civil Code of L. C., the sale is null and void. (<i>Vautier vs. La Compagnie de Navigation de Beauharnois, &c., and Lynch, opposant, C. C.</i>)	52
" —When a lot is sold, as containing 40 arpents in superficies, more or less, without guarantee of precise measurement, but within certain defined boundaries, and it turn out that the lot contains in reality only 30 arpents in superficies, it will be held to be a sale according to boundaries and not <i>ad mensuram</i> . (<i>Munro vs. Laland, S. C.</i>)	128
SECURITY FOR COSTS:— <i>Vide PRACTICE.</i>	
SEDUCTION:— <i>Vide DAMAGES.</i>	
SMUGGLING:— <i>Vide PRACTICE.</i>	
STOCK:—Subscription for, in a railway company, may be conditional, and in such case the non-fulfillment of the condition will operate as a bar to any right of action for calls on the stock. (<i>Rodgers et al., appellants, and Laurin, respondent, Q. B.</i>)	175
SUBSTITUTION:—In the case of a, not open, the curator to the substitution has no right or interest to oppose the sale of a property affected by the substitution. (<i>Wilson vs. Leblanc & Leblanc, ex qualitate, opposant, S. C.</i>)	201
SUMMONS, service of:— <i>Vide PRACTICE.</i>	
SURETY:— <i>Vide CAPIAS AD RESPONDENDUM.</i>	
" —The allowing by a bank manager of over-drafts, without security, but (in the opinion of the Court) under a discretionary power possessed by him, and without fraudulent intent, is not an irregularity within the meaning of a policy guaranteeing the bank against such loss as might be occasioned to the bank by the want of integrity, honesty, fidelity, or by the negligence, defaults or irregularities of the manager. (<i>The Bank of Toronto vs. the European Assurance Society, S. C.</i>)	63
" —A, cannot withdraw from his liability under a bond for security for costs, by simple notice that he does not desire to remain surety any longer. (<i>Ex parte Stephen, petitioner, and Stephen, defendant, S. C.</i>)	140