

Montreal, fails to comply with the exigencies of the writ, he is liable to imprisonment in the District of Montreal.—*Gnaedinger et al. v. Derouin et al.*, S. C., p. 220.

12. It is not necessary that the prisoner should be present at the hearing of a reserved case.—*Regina v. Glass et al.*, Q. B., p. 245.

13. A special answer, to which no replication has been filed within the eight days, may nevertheless be attacked by motion, and certain allegations therein struck out in accordance with such motion.—*Delbar v. Landa*, S. C., p. 247.

14. The City of Montreal will not be compelled to dispossess itself of documents forming part of the archives of the city, in order that the same may be filed as evidence in a cause.—*Cramp & The Mayor et al., of Montreal*, Q. B., p. 249.

15. When a husband and wife (separated as to property), are sued jointly and severally, a copy of the writ and declaration must be served on each of them.—*Dansereau v. Archambault et al.*, S. C., p. 302.

16. A bailiff may be sued for damages resulting from errors in his return, and cannot claim the preliminary notice of action provided by 22 C. P.—*Major v. Chartrand*, C. C., p. 303.

17. A bailiff is not a public officer entitled to notice of action under 22 C. P.—*Major v. Boucher*, C. C., p. 304.

18. An affidavit to an opposition in the Circuit Court may be sworn before a commissioner of the Supreme Court, and the prefix "Commissaire C. S." is sufficient, even when the affidavit is made out of the district in which the opposition is filed.—*Wood v. Ste. Marie, & Ste. Marie*, opposant, C. C., p. 306.

19. The service of a petition by a party not in the cause on the attorneys of the plaintiff who obtained the judgment condemning the *tiers saisi* to pay plaintiff a certain sum of money, asking for a special order to prevent said *tiers saisi* paying over the amount, is bad.—*Booth v. Lacroix et al., & Rolland, T. S., & Dupuy*, petr., S. C., p. 307.

See *Saisie-Conservatoire*; *Capias ad Respondendum*; *Foreign Judgment*; *Experts*; *Enquête*; *Partnership*; *Costs*; *Security for*; *Absentee*; *Requête Civile*; *Appeal*; *Insolvent Act*; *Cause of Action*; *Opposition à fin de distraire*; *Judicial Sale*; *Inscription en faux*; *Contrainte par Corps*;

*License Act*; *Congé défaut*; *Judgment*; *Prescription*; *Mandamus*; *Habeas Corpus*; *Peremption*; *Adjudicataire*; *Election*; *Saisie-arêt*; *Aveu Judiciaire*; *Jurisdiction*; *Power of Attorney*; *Affidavit*; *Privy Council*.

*Prescription*.—1. The short prescription provided by articles 2250, 2260, 2261 and 2262 C. C., is liable to be renounced and interrupted, in the manner prescribed by art. 2227.—*Walker & Sweet*, Q. B., p. 29.

2. A loan of money by a non-trader to a commercial firm is not a "commercial matter," or a debt of a "commercial nature," and is not, therefore, prescriptible by the lapse of either 6 or 5 years.—*Darling & Brown et al.*, Q. B. p. 92, & *Supreme Court*, p. 169.

3. The prescription of 5 years under the Code against arrears of interest cannot be invoked in respect of debt due prior to the coming into force of the Code.—*Ib.*

4. The transmission of an unsigned account in a letter signed by the debtor takes the case out of the Statute, ch. 67 C. S. L. C., *Darling & Brown et al.*, S. C., p. 169.

5. In an action for damages resulting from a *quaisi délit*, instituted more than two years after the wrong complained of occurred, the court must dismiss the action, in the absence even of a plea of prescription.—*Grenier v. The City of Montreal*, S. C., p. 215.

6. The municipal taxes of the City of Montreal are only prescriptible by the lapse of 30 years.—*Guy v. Normandeau*, S. C., p. 300.

See *Interest*.

*Priest*.—A priest who defames the character of a person in his sermon is liable to be sued in damages.—*Vigneau v. Rev. Messire Joseph Noiseau*, S. C., p. 89.

*Privy Council*.—An appeal to the P. C. will be allowed by Her Majesty, in the case of a judgment of the Court of Q. B. setting aside the verdict of a special jury and ordering a new trial, even when such appeal has been refused by the Court of Q. B., on the ground that an appeal to the P. C. does not lie in such cases.—*Lambkin & The South Eastern R. Co.*, P. C., p. 325.

*Promissory Note*.—1. An action on a note not filed, will be dismissed.—*Hudon & Girouard*, Q. B., p. 15.

2. By granting delay to the maker and first endorser of a note, without the consent of the