

sued the society as representing another party. The plaintiff had demurred to this, "attendu que la question de droit du demandeur est indépendante et étrangère au fait que cette action soit exercée par lui comme prête-nom, et ne peut motiver aucune exception en droit en réponse à l'action du demandeur," and the Court considered that the *réponse en droit* should be maintained.

*R. & L. Laflamme* for plaintiff.

*M. E. Charpentier* for defendants.

ROLLAND V. CITIZENS' INSURANCE AND INVESTMENT Co. and LAJOIE, Plif. *par rep.*

*Amendment of Declaration—Costs.*

The plaintiff *par reprise* moved to be permitted to amend the declaration.

TORRANCE, J., said that the case had been a long time before the Courts, the action having been instituted as far back as 1869. There had been a jury trial in which the plaintiff got a verdict, and the verdict was maintained in review; but in appeal the judgment was reversed on the ground that the issues were not as large as they ought to be. The plaintiff was now of opinion, and rightly, that his declaration did not cover all the ground it ought to cover, and he made a motion to be permitted to amend. The question was what costs ought to be allowed. The defendant succeeded in appeal, and by the amendment a new issue would be raised. Under the circumstances it was proper that the plaintiff should pay the costs of the contestation, including the costs of the jury trial. Motion granted, subject to payment of costs as above.

*Archambault & David* for plaintiff.

*Abbott, Tait, Wotherspoon & Abbott* for defendants.

MILLOY V. FARMER et al.

*Affidavit that Signature to Note is Forged—145 C. C. P.*

Motion by defendant to be allowed to file two pleas, and that the foreclosure be removed.

TORRANCE, J. As regarded one of the pleas, it was not supported by affidavit, and the motion could not be granted. With regard to the other, there was an affidavit charging that the signa-

ture to the note was not the signature of the defendant. But 145 C. P. requires the allegation of the forgery of the note in question to be made in certain specific terms. The plea is to be supported by affidavit in certain words. These words were not found in the present affidavit, and therefore the application could not be granted.

*Quinn* for plaintiff.

*Duhamel, Pagnuelo & Rainville* for defendant.

MARTIN V. FOLEY et al.

*Costs of Dilatory Exception, where Security is put in and power of Attorney filed, must abide final judgment.*

The case came up on the merits of a dilatory exception, requiring a power of attorney to be filed by an absentee plaintiff who lives out of the jurisdiction of the Court, and also that security for costs be given.

TORRANCE, J. Since the exception had been filed, security had been given, and the power of attorney from the plaintiff produced. The only question was as to the costs of the exception. The practice of the Court had been to order that the costs of the exception should abide the final issue of the suit. Under this rule, the dilatory exception would be overruled, costs to abide the final judgment on the merits.

*Macmaster & Co.* for plaintiffs.

*A. & W. Robertson* for defendants.

NOTE.—Compare *Symes et vir v. Voligny*, 22 L. C. Jurist, p. 246.

#### NEW PUBLICATIONS.

DESTY'S SHIPPING AND ADMIRALTY—A Manual of the Law relating to Shipping and Admiralty as determined by the Courts of England and the United States. By Robert Desty, author of "Federal Procedure," "Federal Citations," "Statutes relating to Commerce," "Navigation and Shipping," etc. San Francisco: Sumner, Whitney & Co., 1879.

This work, which is issued in the form of a pocket volume, bears such evidence of careful compilation and thorough examination of the subject, that we imagine it will become a treasured companion wherever admiralty law is studied or practised. It is arranged in nine-