

SAISIE ARRÊT: —An affidavit for, cannot be attacked by vague and general reasons, without specification of anything in particular. (<i>Hotte vs. Currie and McDonald et al.</i> , T. S., and <i>Gordon et al.</i> , int. parties, S. C.).....	34
SAISIE GAGERIE: —A lessor is not debarred from seizing by writ of, in a direct action against his tenant, the effects found in the leased premises, notwithstanding that such effects are under seizure under a writ of attachment in insolvency issued against a sub-tenant of the lessee to whose estate the effects seized belong, and notwithstanding that the lessor may have previously received payment of portions of his rent from such sub-tenant. (<i>Boyer vs. McIver, and Craig</i> , int. party, C. of R.).....	106
SAISIE REVENDICATION: — <i>Vide PRACTION.</i>	
SALARIES, Seizure of: — <i>Vide GOVERNMENT EMPLOYEES.</i>	
SALE: —Where a party takes delivery of goods ordered by another person in his name and shipped to his address, on the understanding that the sellers should draw on such party for the amount of the invoice, he cannot retain the goods and refuse to accept the draft of pay the amount thereof. (<i>Poulin et al.</i> , appellants, and <i>Williams et al.</i> , respondents, Q. B.).....	18
" —In the case of a, of a moveable to two different persons, the purchaser who has obtained actual possession and is in good faith shall be preferred, as respects the ownership of the moveable, although his title be posterior to that of the purchaser. (<i>Stanforth vs. McNeely and McNeely</i> , int. party, C. of R.).....	50
" — <i>Vide REGISTRATION.</i>	
" —" VENDOR.	
" —The possession of an assignee under a writ of attachment under the Insolvent Act of 1875, of moveables found by him in the possession of the insolvent, but which had been previously sold without actual tradition to the purchaser, renders the title of the assignee to such moveables superior to that of such purchaser. (<i>Dupuy</i> , appellant, and <i>Cushing et al.</i> , respondents, Q. B.).....	201
" —In the above case the sale invoked by the purchaser was simulated, and was in reality a pledging of the moveables claimed to have been sold rather than a veritable sale of them, and was, moreover, fraudulent, and inoperative as against the creditors of the insolvent. (<i>Do.</i>).....	201
" —Notwithstanding a clause in a deed of sale of land, that the purchaser might at any time keep the whole or any part of the purchase money in his hands until the vendor should furnish him with a Registrar's certificate, allowing the property to be free and clear of all mortgages and incumbrances whatsoever, the purchaser, in an action for the recovery of a portion of the purchase money, will be condemned to pay, in the absence of such a certificate, when it is shown that he has in his hands a sufficient balance of the purchase money to meet any possible disturbance or trouble in the possession of the land sold. (<i>McDonnell</i> , appellant, and <i>Guyndry</i> , respondent, Q. B.).....	221
SALEWORTHINESS: — <i>Vide INSURANCE.</i>	
SEIGNIORIAL DUES: — <i>Vide CROWN.</i>	
SHAREHOLDER: — <i>Vide CALLS.</i>	
SHERIFF'S SALE: —An agreement between two persons that one of them shall bid a property to a certain figure and then re-sell it to the other is quite legal. (<i>Grenier vs. Leroux</i> , C. of R.).....	68
" " — <i>Vide MONTREAL.</i>	
" " —The nullity of immoveable property of a, can be invoked by a hypothecary creditor by petition, without a writ of summons, duly served on all the parties interested, and such nullity may also be invoked by means of an opposition filed after the sale and served on all the interested parties, and containing all the essential allegations of a petition en nullité de décret. (<i>Fautoux et al.</i> , appellants, and <i>The Montreal Loan and Mortgage Co.</i> , respondent, Q. B.).....	282