

the dissolution, and without notice thereof to the creditor, service of process on one of the partners at the place of business of the late firm is good against all the co-partners.—*Green-shields v. Wyman et al.*, S. C., p. 40.

2. An association of persons, formed for the purpose of trafficking in real estate, is not a commercial partnership.—*Girard & Trudel et al.*, Q. B., p. 295.

*Peremption.*—*Pour parlers* for the compromise of a case are of a nature to interrupt, but the proof thereof can only be made by writings.—*Phaneuf v. Elliott*, S. C., p. 221.

*Perjury.*—The crime of perjury cannot be assigned upon a deposition under 284, C. P., where the consent in writing required by that article has been omitted.—*Regina v. Martin*, Q. B., p. 156.

*Pledge.*—A clerk and salesman of a commercial firm cannot legally pledge the goods of his employers, which he has stolen, for monies borrowed in his own individual name and loaned to him in good faith, on the security of the goods so stolen, and of which he was apparently in open possession as proprietor.—*Cassils et al.*, & *Crawford et al.*, Q. B., p. 1.

2. Where a pledged watch has been stolen from the party to whom it was pledged, without any fault or negligence on his part, he is not liable to make good the loss.—*Soutier v. Lazarus*, C. S., p. 104.

3. The *actio pignoratitia directa* does not lie, when the pledgee is allowed to sell or dispose of the thing pledged, by the very terms of the written instrument of pledge.—*Dempsey v. MacDougall et al.*, S. C., p. 328.

*Power of Attorney.*—Where the power of Attorney is not filed before the *exception dilatoire* claiming it, costs will be awarded on the exception.—*Westcott et vir v. Archambault et al.*, S. C., p. 307.

See *Agent*.

*Practice.*—1. A replication to a general answer is unnecessary, and will be rejected on motion.—*Pauteux v. Parent*, S. C., p. 12.

2. The "one day" referred to in 74 C. P., with reference to the service of summons in suits between lessors and lessees, must not be a *die non*.—*Metayer dit St. Onge v. Larichelière*, S. C., p. 27.

3. A surveyor cannot prevent the opening of

his report, unless a sum he chooses to name be first paid.—*Décary v. Poirier*, S. C., p. 27.

4. The Court of Review has no power to revise a judgment on a petition to revise a bill of costs.—*Ryan v. Devlin*, C. R., p. 28.

5. In a plea to an action of damages, where a defendant specially denies, and in the same plea alleges, affirmative matter, which is not a justification, such matter will be struck out on motion of plaintiff.—*St. Jean v. Bleau*, S. C., p. 37.

6. In a district where there is no rule of practice fixing the hours of opening and closing the Prothonotary's office, but where the office was usually closed at 4 p. m., an exception *à la forme* left with the Prothonotary at his office between the hours of 4 and 5 p. m. was properly filed.—*The Carillon & Grenville R. Co. & Burch*, Q. B., p. 46.

7. The death of one of plaintiff's attorneys does not invalidate proceedings had in the case as if both were still such attorneys; the plaintiff being in such case really represented by the surviving attorney.—*Morin v. Henderson*, S. C., p. 83.

8. A report of collocation may be contested, by permission of the Court, and on special cause shown, after the delay of six days, if no proceeding to homologate the report has been adopted.—*Deladurantaye v. Posé & Lacroix et al.*, contesting, S. C., p. 100.

9. Where leave was granted to appeal to the Privy Council, and the appellant filed a consent that the judgment should be executed, and at the same time a City of Montreal Debenture was deposited with the Clerk of the Court as security for the costs of the appeal, the seizure of such bond in execution of the judgment will not prevent the Court from accepting it as a security.—*Jetté et al. & McNaughton*, Q. B., p. 192.

10. A plaintiff who seizes, as belonging to his debtor, real property which has been registered for some years in the name of another person, shall pay the costs of opposition which such person has been obliged to file to prevent the sale of his property.—*Robert et al. v. Fortin & La Société de Construction Jacques Cartier*, opposants, S. C., p. 219.

11. Where a bailiff, resident in another district, and charged with the execution thereof of a writ of execution issued out of the district of