PER CURIAM. The counsel for the Crown has cited Sections 71, 73 in support of the conviction, even assuming that a copy of the warrant should have been and was not served upon the petitioner. Section 71 says, in effect, that no conviction shall be quashed for want of form or be removed by *certiorari*, &c., and Section 73 says that when the defendant has appeared and pleaded, and the merits have been tried, "such "conviction shall not afterwards be set aside or "vacated in consequence of any defect of form "whatever." Mr. De Montigny, in a forcible argument in support of the application for the writ, has contended that the omission to serve the copy of the warrant was not a mere matter of form, but of execution.

I would remark in connection with this, that it does not appear that this preliminary matter was pleaded before the Magistrate, and, according to our procedure, C. C. P. 119, the appearance of the party and pleading to the merits are a waiver of nullities connected with the non-service of the writ. The affidavit of circumstances is silent on this point. I have no right to order the issue of the *certiorari* unless it is made to appear to me that gross irregularities are in the proceedings, and that there is reason to believe that justice has not been done. I do not consider that the affidavit discloses sufficient to justify me in ordering the writ of *certiorari* to issue, and I therefore dismiss the petition.

De Montigny for Petitioner.

F. X. Archambault, Q.C., for the Crown.

ROBERTSON v. MARLOW, and FAIRVER, Opposant.

Opposition—Election of Domicile.

The plaintiff moved that opposant be ordered to file his exhibits, reference to them being necessary in order to prepare his contestation. The opposant objected that the motion was served, not at his office but at the prothonotary's office.

TORRANCE, J., said that the opposant had made no election of domicile, and consequently service was properly made at the prothonotary's office.

Motion granted.

P. M. Durand for plaintiff.

Magloire Desjardins for opposant.

DALTON v. DORAN, and MANSFIELD, T. S.

Security for costs on proceedings after Judgment.

TORRANCE, J. Defendant moved that plaintiff be held to give security for costs. The plaintiff answered that he had done so already. This was true; but the first security had reference to costs up to judgment, whereas the present proceedings, as to which security for costs was asked, were proceedings subsequent to judgment, and not covered by the original security. The motion for security would therefore be granted.

F. L. Sarrasin for plaintiff.

Augé & Laviolette for defendant.

HON. D. A. ROSS *pro Reg.* v. CITIZENS' INSURANCE COMPANY.

Demurrer — Allegation in alternative form.

TORRANCE, J. A demurrer was filed by defendants to the declaration, alleging that important allegations of the declaration, charging the defendants with responsibility arising out of the default of the late Sheriff—"want of integrity, honesty or fidelity, or by the negligence, default or irregularity of the said late Charles A. Leblanc, &c."— are put in the alternative. This was true, and it was exceedingly objectionable; but at the end of the declaration there was an allegation in the conjunctive form, which might or might not cover the defect in the preceding portion of the declaration. The demurrer would be dismissed, but without costs, and the Court would suggest to the plaintiff whether it would not be better to amend the declaration.

E. C. Monk for plaintiff.

Abbott, Tait, Wotherspoon & Abbott for defendants.

ROBILLARD v. SOCIETÉ CANADIENNE FRANCAISE DE CONSTRUCTION DE MONTRÉAL.

Pleading—Defendant's interest—Answer in Law.

The action was instituted by the plaintiff as *cessionnaire* of certain shares in the defendant's society, to be allowed to withdraw the amount due on the shares under the rules of the society.

TORRANCE, J. The defendant by a first plea said that plaintiff was a mere *prête-nom*, and that he holds the shares with regard to which he