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JURY TRIAL:—*Vide* VERDICT.

" :—Where Court of Appeals, in setting aside verdict and ordering new trial, condemns defendant to pay the costs in the Superior Court, without specifying what costs, no other costs will be allowed than those attendant on the motion for the new trial. (Beaudry vs. Papin and Papin, opposant, S. C.) 46

[Reversed in Appeal, 6th June, 1859.]

" cannot be had in an action *en revendication*, for stolen goods, although between merchant and merchant. (Fawcett et al., vs. Thompson et al., S. C.) 229

" :—Motion for a new Trial cannot be made after the first four days of the term next following the day on which the verdict was recorded. (Merritt vs. Lynch, S. C) 276

LEGACY:—*Vide* DÉLIVRANCE DE LEGS.

" :—*Vide* SUBSTITUTION.

LESSOR AND LESSEE:—*Vide* EJECTMENT.

" :—The purchaser of a house at a Sheriff's sale has a right of action against the occupant for rent from the date of the adjudication. (Lacroix vs. Prieur, S. C.) 42

" :—The occupant in above case who removes all his effects to another house is liable for the entire year's rent. (Lacroix vs. Prieur, S. C.) .. 42

" :—Do. (Deslongchamps, père et al., vs. Payette, S. C.) 44

" :—Of a concert room, has no lien on a piano temporarily placed there for an evening concert, for the rent of the room, as against the proprietor of the piano, who is not the lessee of the room. (Pearce vs. the Mayor, Aldermen and Citizens of the City of Montreal, S.C.) 122

" :—A declinatory exception is good in law to an action of damages for non-delivery of premises leased instituted under the provisions of The Statute 18 Vic. ch. 108, commonly called the Lessors and Lessees' Act. (Close vs. Close, S. C.) 140

" :—The Superior Court has *no jurisdiction* in an action such as the above. (Do.) 140

" :—An action of damages caused by bad usage may be brought under 18 Vic. ch. 108, even after the lease has expired. (Bédard vs. Dorion, C. C.) 253

" :—In action instituted under the 18 Vic. ch. 108, the defendant is not bound to plead between the 10th of July and the 31st of August, in consequence of the provisions of the 54th Section of the 22 Vic. ch. 5, even where it is alleged that the lease has expired and defendant refuses to quit. (Clairmont and *vir* vs. Dickson, C. C.) 255

LETTER OF GUARANTEE:—When its effect has been terminated by notice, and, after that period payments have been made by the original debtor beyond the amount covered by the guarantee, without special imputation, such payments will not be imputed in extinction of the guarantee, but in liquidation of the debt uncovered by such guarantee. (Masson et al., vs. Desmarteau et al., S. C.) 186

" :—Payments made, without imputation by the debtor, will be imputed in extinction of the guarantee. (Leblanc vs. Rousselle, S. C.) 191

" given to one of the members of a commercial firm, can be sued on by the firm, when it is shown that the business which gave rise to the guarantee was carried on by the firm and not by such individual member. (Rolland et al. vs. Loranger, S. C.) 249

LIEN:—*Vide* LESSOR.