

PAGE.
ized. (Malo
..... 270
e due during
by the final
the affidavit,
attacked, in
al., Respon-
..... 104
rt to be sold,
ening party.
..... 158
iciously, and
David, Appel-
..... 69
ce of Records.
..... 81
f the Court,
..... 186
of marriage
such circum-
(Wilson
..... 164
itude réelle;
ce came into
n of the land
virtute, will
becoming a
erfelt thereby.
affected, but
orion et al.,
..... 308
an execution,
ecution, and
to the plaintiff
subject to the
re so paid to
the property
such circum-
them over, the
on motion,
ned the same

PAGE.
by oppositions, in which <i>déconfiture</i> is alleged on the part of the defendant. (Ryan et al. vs. Woods, and divers opposants. S. C.)..
85
SHERIFF, in default of representing goods seized and placed in hands of a <i>gardien d'office</i> , cannot be compelled to pay more than the value of the goods. (Levenson vs. Cunningham, and Boston, Sheriff. S. C.).....
86
SHERIFF can compel plaintiff to make all necessary advances for the proper care and safe keeping of moveables under seizure, and that in default of payment of such advances Sheriff and guardian will be discharged from all liability in regard to such care and safe-keeping. (Price vs. Wilkinson et al. S. C.)
9
" , receiving money from a defendant in satisfaction of an execution, is bound to pay the same to the plaintiff, and such money is not liable to the Sheriff's Commission and Court House Tax. (Stirling et al. vs. Darling. S. C.)
16
" cannot refuse the demand of an opposant to return an execution <i>de terris</i> , on the ground that his fees and disbursements thereon have not been paid. (Wilson vs. Brown, and Brown, opposant. S. C.).....
284
SCHOOL COMMISSIONERS :—Power granted by Statute to, to remove masters for misconduct, or incapacity, "after a mature deliberation, at a meeting called for that purpose," does not exempt them from the ordinary legal liability to justify their acts towards their <i>employées</i> , when called upon to do so. (Browne vs. The School Commissioners of Laprairie. S. C.)
40
SLANDER (VERBAL) :—In action of damages for, the <i>ipsissima verba</i> need not necessarily be proved, if the substance of the charge be made out. (Bedardry, appellant, and Papin, respondent. Q. B.).....
114
" :— <i>vide</i> PRIVILEGED COMMUNICATIONS.
" :— <i>vide</i> ONUS PROBANDI.
SPECIAL ANSWER, setting out new matter which ought originally to have been alleged in the declaration, will be rejected on motion, and so will a portion of a special answer setting out such new matter be struck out on motion. (McGoey vs. Griffin. S. C.)
39
SOUS ORDRE :— <i>vide</i> OPPOSITION.
SUBSTITUTION :— <i>vide</i> ATTORNEYS.
TAX, for building Court House— <i>vide</i> SHERIFF.
TIERs SAISIS :—The declaration of several, of a like character, may be attacked by one contestation, where they are alleged to be <i>solidairement</i> liable; a <i>tiers saisi</i> being more a party than a witness in a cause. (Macfarlane, Appellant, and Whiteford, Respondent, Q. B.).....
49
TRANSFER, not signified :— <i>Vide</i> OPPOSITION A FIN DE CONSERVER.
TROUBLE :— <i>Vide</i> RATIFICATION OF TITLE.
TUTELLE :— <i>Vide</i> ACTION DE DESTITUTION DE TUTELLE.
TUTOR, natural or legitimate. <i>Vide</i> MINORS.
UNTING CLAUSES :— <i>Vide</i> MOTION.
USURY :— <i>Vide</i> EVIDENCE.
" Money actually paid, in excess of six per cent interest, cannot, under the Prov. Stat. 16 Vic. ch. 80, either be recovered back or be claimed to be deducted from the capital sum borrowed. (Malo v. Nye. S. C.) 155.
[REVERSED in Appeal, 1st October, 1857.]
VENDOR of real estate, who has obtained judgment against his vendor in an action, <i>quanto minoris</i> cannot bring an action to have such judgment declared binding on the <i>cessionnaire</i> of the vendor. (Ryan v. Idler. S. C.)
9
(REVERSED in Appeal, 257.)