

formed out of the Parish of Montreal, but must sell the same at the church door of L'Enfant Jesus. (Fauchois et al., appellants, and The Montreal Loan and Mortgage Co., respondent, Q. B.)..... <b>MONTREAL, CORPORATION OF:</b> — <i>Vide DAMAQS.</i> " " " " " ELECTION. <b>MORTGAGE:</b> — <i>Vide VESSEL.</i> <b>NOTARIAL DEED, Proof of:</b> — <i>Vide PRACTICE.</i> <b>ONTARIO JUDGMENT:</b> — <i>Vide PRACTICE.</i> <b>OPPOSITION:</b> — <i>Vide EXECUTION.</i> " " " " " VESSEL. " An, containing erasures and marginal references not approved in legal manner, will be dismissed on motion. (Dalton vs. Doran, and Doran, opposant, C. of R.)..... " Where an, has been dismissed with costs, and another opposition has been filed to the <i>vend. exp.</i> , the opposition will be dismissed on motion unless the costs on the dismissal of the first opposition be paid within a delay fixed by the Court. (Do.) z..... <b>PARTNERSHIP ASSETS:</b> — <i>Vide TRANSFER.</i> <b>PAYMENT, Demand of:</b> — <i>Vide PRACTICE.</i> <b>PAWNBROKER:</b> —A, is not liable for articles pledged with him which have been stolen from his premises without any negligence on his part. (Delaney vs. Lazarus, S. C.)..... <b>PÉREMIPTION D'INSTANCE:</b> —In cases of, the action will be declared <i>périme</i> with costs, unless very special circumstances be adduced to prevent the condemnation in costs. (Sinclair vs. McLean et al., S. C.)..... <b>PORTRAITURENESS:</b> — <i>Vide INSURANCE.</i> <b>POWER OF ATTORNEY:</b> —The plaintiffs, being a foreign corporation, are non-resident, notwithstanding that they are licensed to transact the business of life insurance in the Dominion of Canada, and, therefore, as non-resident they are bound to produce a power of attorney, though they transact business and have an agency in Montreal. (The Globe Mutual Life Ins. Co. vs. The Sun Mutual Life Ins. Co., S. C.)..... " The application for, must be made within four days from the return of the writ of summons. (Melles et al. vs. Swales, S. C.)..... <b>PRACTICE:</b> —Where a motion to amend the declaration in the case is of such a nature as materially to alter the allegations and conclusions, an opportunity to answer the declaration as amended should be afforded to the defendant, and therefore a judgment granting such motion, and pronouncing finally on the merits of the case at the same time, will be reversed. (Montreal, appellant, and Williams, respondent, Q. B.)..... " The Court will take notice of the removal of the Attorney General <i>pro Regina</i> , as published in the Quebec <i>Official Gazette</i> . (Simms vs. The Quebec, &c., R. W. Co., and The Hon. A. R. Angers, Attorney General, <i>pro Regida</i> , opposant, S. C.)..... " — <i>Vide APPEAL.</i> " —" <b>SAISIR-ARRET.</b> " —Where a deposit of £500 has been made as a security under Article 1179 C. C. P., on an Appeal to the P. C., and the judgment appealed from is confirmed in the P. C., but without costs in the P. C., the deposit will nevertheless avail to liquidate the costs in the Court below, and cannot, therefore, be withdrawn by the appellant. (Lemoine, appellant, & Lignac, respondent, Q. B.)..... " —Where persons are sued as partners, and a cause of action is only established against one of them individually, the action will be dismissed with costs. (Fletcher vs. Forbes et al., S. C.)..... " — <i>Vide CAPTION AD RESPONDENDUM.</i>	PAGE 282 102 103 131 107 38 271 19 20 23 24
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